COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

"Parks Make Life Better!"

Russ Guiney, Director | John Wicker, Chief Deputy Director

Executive Offices • 433 South Vermont Avenue • Los Angeles, CA 90020-1975 • (213) 738-2961

October 07, 2014

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

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

27 October 7, 2014

SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

APPROVAL OF A MOWING SERVICES CONTRACT WITH RICH MEIER'S LANDSCAPING, INC. FOR ANTELOPE VALLEY AREA PARKS (SUPERVISORIAL DISTRICT 5) (3 VOTES)

SUBJECT

Approval of the recommended actions will allow the Department of Parks and Recreation to award a Mowing Services Contract to Rich Meier's Landscaping, Inc. for Antelope Valley Area Parks.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the approval of the Antelope Valley Area Parks Mowing Services Contract with Rich Meier's Landscaping, Inc. categorically exempt from the California Environmental Quality Act because the contract consists of maintenance of existing landscape for the reasons stated herein and the reasons reflected in the record of contract.

2. Find that the proposed Antelope Valley Area Parks Mowing Services Contract can be more economically performed by an independent contractor than by County of Los Angeles employees.

3. Approve and instruct the Chairman to sign the Antelope Valley Area Parks Mowing Services Contract with Rich Meier's Landscaping, Inc. for mowing services at Apollo Regional Park, George Lane Park, Jackie Robinson Park, Everett Martin Park, Pearblossom Park, Stephen Sorensen Park, and Acton Park, collectively known as the Antelope Valley Area Parks, for a total maximum cost of $64,428 per year for five years, upon Board approval, with three one-year renewal options, for a maximum contract term of eight years and an anticipated total contract cost of $515,424, effective December 1, 2014. This amount does not include the Cost of Living Adjustments, if any, to be exercised by the Director of the Department of Parks and Recreation.

4. Authorize the Director of the Department of Parks and Recreation to exercise the three contract renewal options annually if, in the opinion of the Director of the Department of Parks and Recreation, the contractor has successfully performed the previous contract period, and the services are still required and are cost effective. Such renewal may include a Cost of Living Adjustment, per option year, subject to approval by the Chief Executive Office.

5. Authorize the Director of the Department of Parks and Recreation to increase the Antelope Valley Area Parks Mowing Services Contract cost by ten percent, as needed, during each contract year, totaling up to $6,443 as a contingency amount, for unforeseen services/emergencies and/or additional work within the scope of the contract, which could increase the total annual contract amount to a maximum of $70,871.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The mowing services at Apollo Regional Park, George Lane Park, Jackie Robinson Park, Everett Martin Park, Pearblossom Park, Stephen Sorensen Park, and Acton Park, collectively known as the Antelope Valley Area Parks, are currently provided by the private sector through a contract with Rich Meier's Landscaping, Inc., which expires on November 31, 2014. This is part of a continuing effort on behalf of the Department of Parks and Recreation (Department) to provide the best possible service to the public in a cost-effective manner.

The Department's cost analysis shows that services can be performed more economically by an independent contractor (Attachments I, II, III). The proposed Antelope Valley Area Parks Mowing Services Contract (Contract) with Rich Meier's Landscaping, Inc. (Contractor) will enable the Department to continue to provide mowing services at the present service level, which will ensure continued enjoyment for park patrons of the Antelope Valley Area Parks upon expiration of the current term extension, resulting in continued savings to the County of Los Angeles (County).

Implementation of Strategic Plan Goals

The recommended actions will further the County's Strategic Plan Goal of Operational Effectiveness/Fiscal Sustainability (Goal 1) by maximizing the effectiveness of mowing services, structure, and operations to support timely delivery of customer-oriented and efficient public services, and by strengthening and enhancing the County's capacity to sustain essential County services through proactive and prudent fiscal policies and stewardship.

FISCAL IMPACT/FINANCING

In accordance with County policy, the proposed Contract contains a Cost of Living Adjustment (COLA) provision, based on an annual rate, as determined by the Chief Executive Office (CEO), whereby the Director of the Department of Parks and Recreation (Director), at his sole discretion, may increase the Contractor's compensation during the option years. The COLA adjustment rate is capped at the lesser of the most recently published percentage change in the Bureau of Labor Statistics, Los Angeles-Riverside-Orange County, Consumer Price Index for Urban Consumers for the 12-month period preceding the Contract anniversary date; or the general salary movement percentage for County employees for the 12-month period preceding the prior July 1st.

The decision to include the COLA is based on the Department's experience that the Contractor may incur an increase in costs, such as insurance premiums, fuel, etc., during the option years, which

could impact its performance. As a result, this provision allows the Director to review cost information during the option years to determine if the COLA is justified, subject to approval by the CEO. The Department will comply with the Board's policy to exclude the cost of labor from the base upon which a COLA is calculated, unless the Contractor can show that its labor cost will actually increase.

The Proposition A cost analysis indicates that the proposed Contract can be performed more economically by the private sector (Attachments I, II, III). The total County cost to provide mowing services for the Antelope Valley Area Parks by County staff would be $199,703.71 annually. The recommended Contractor's direct cost to perform similar services is $64,428 annually. This reflects an annual savings of $135,275.35.

The following are the recommended potential maximum Contract costs for:
• Initial term of five years: $322,140.
• Initial term of five years, plus three option years: $515,424.
• Initial term of five years, plus the three option years, plus the annual ten percent contingency: $566,968.

The Department will not request that the Contractor perform services that will exceed the approved maximum Contract amount, which may include the ten percent contingency fee or COLA increase, without the prior approval of the Board.

OPERATING BUDGET IMPACT

Based on the recommended actions, the proposed Contract amount is $64,428 annually, which is $9,788 higher than the current contract cost of $54,640. The funding is included in the Department's 2014-2015 Operating Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Proposition A cost analysis indicates that the recommended mowing services can be performed more economically by the private sector. (Attachments I, II and III).

The Contractor has agreed to comply with the County's Living Wage Program and Proposition A requirements. The proposed Contract complies with all of the requirements of the Los Angeles County Code, Section 2.201 and Chapter 2.121.

In compliance with the provisions of Los Angeles County Code Sections 2.121.250 through 2.121.420, the Department solicited proposals from private contractors for mowing services for the Antelope Valley Area Parks.

The mandatory requirements for contracting as identified in Section 2.121.380 of the Los Angeles County Code have been met.

The Proposition A cost analysis was performed internally using the guidelines and methodologies consistent with the Auditor-Controller procedures.

The award of the proposed Contract will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. The proposed Contract contains terms and conditions supporting the Board's ordinances, policies, and programs, including, but not limited to: County's Greater Avenues for Independence (GAIN) and General Relief

Opportunities for Work (GROW) Programs, Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code Chapter 2.202; Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for contract termination or renegotiation.

The California State Department of Industrial Relations, Division of Labor Standards Enforcement, has returned its report indicating no negative information on the Contractor.

The County maintains databases that track/monitor recommended Contractor's 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. No negative information was found for the recommended Contractor.

The recommended Contractor has executed the attached Contract and will provide the required insurance policies prior to the start of the Contract naming the County and the Department as additional insureds.

County Counsel has approved the Contract as to form.

ENVIRONMENTAL DOCUMENTATION

The approval of the proposed Contract is categorically exempt from the California Environmental Quality Act (CEQA) according to Section 15301(h) of the State CEQA Guidelines and Class 1(j) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, because the proposed Contract provides for the maintenance of landscaping an existing facilities.

CONTRACTING PROCESS

On March 3, 2014, the Department commenced the solicitation for mowing services by posting a notice for Request for Proposals (RFP) on the County "Doing Business with Us" website, which included a link to download the solicitation package and bilingual instructions on how to contact the Department regarding this RFP. Attachment IV is a listing of contractors who are registered for park maintenance services on the Internal Services Department's website and received notification of this project. Prospective contractors were additionally solicited by placing a legal ad in the Signal Newspaper and Valley Press, both newspapers of general circulation, on March 4, 2014.

On March 27, 2014, five companies attended the Mandatory Proposers Conference and Site Visits for the Antelope Valley Area Parks. On April16, 2014, the Department received one proposal. The proposal was reviewed to ensure compliance with business experience and qualifications, staffing, compliance with the Living Wage Program requirements, quality control plan and the ability to accomplish the required park maintenance services. Based on the review of the proposal, it is recommended that the Contract for these services be awarded to the proposer as recommended

above.

The incumbent is the recommended Contractor. It is recommended that the proposed Contract be awarded to the recommended Contractor.
Attachment V reflects the Contractor's minority participation. It should be noted that upon final analysis and award, the Contractor was selected without regard to gender, race, creed, or color.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of the recommended Contract will not infringe on the role of the County in its relationship to its residents, and the County's ability to respond to emergencies will not be impaired. In addition, the County has determined that it has alternative resources available in the event of a default. The proposed Contract will not result in the displacement of any County personnel, as these services are currently being performed by the private sector. Therefore, there will be no negative impact to existing staff or service levels.

CONCLUSION

It is requested that two adopted copies of the action taken by the Board and two fully executed copies of the attached Contract be forwarded to the Department of Parks and Recreation.

Should you have any questions please contact Irene Shobert at (626) 821-4605 or ishobert@parks.lacounty.gov, Kandy Hays at (626) 821-4600 or khays@parks.lacounty.gov, Kasey Dizon at (213) 738-2986 or kdizon@parks.lacounty.gov, or Kaye Michelson at (213) 738-2955 or kmichelson@parks.lacounty.gov.

Respectfully submitted,

RUSS GUINEY
Director

RG:JW:RM
KEH:IS:rc

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

ATTACHMENT I

County's Estimated Avoidable Costs Compared to Contractor's for ANTELOPE VALLEY AREA PARKS MOWING SERVICES

COUNTY COST

DIRECT

Salaries

Position	Salaries & Employee Benefits[1]	No. of Positions [2]	No. of Months	Total
Ground Maintenance Worker II	5,142.77	0.78	12	$ 48,248.56
Grounds Maintenance Worker I	4,598.76	0.78	12	$ 43,144.73
Light Tractor Operator	5,560.97	0.78	12	$ 52,171.98
		2.35		**$ 143,565.28**

1. 5th Step Variance @ 94.1221%
2. Positions reflect annual Hours @ 1760

Vehicle Usage/Fixed Assets [3]	No. of Units	No. of Miles/Hrs	Cost Per Mile/Hour	Total
Vehicle/Equipment Usage				
1 Ton Dual Crew Cab Truck (166 miles/week)	1.00	7,138.00	0.6891	$ 4,918.80
Landscape trailer	0.00	-	0	$ -
				$ 4,918.80
Fixed Assets (Annualized 8 years)				
1 Ton Dual Crew Cab Pick-up Truck	1.00			$ 6,344.38
Landscape Equipment Trailer	1.00			$ 750.00
Toro 580D Mower	1.00			$ 8,571.88
Toro 345 (72") Mower	1.00			$ 3,431.25
				$ 19,097.51
Services & Supplies				
Equipment Supplies				$ 128.13
Grounds Maintenance				$ 1,185.00
Mowing Supplies				$ 15,160.00
				$ 16,473.13
Total Services and Supplies/Equipment				**$ 40,489.43**
Indirect Costs				
Avoidable Overhead Contract Admin.				$ -
Avoidable Overhead Agency Admin.				$ -
				$ -

TOTAL ESTIMATED COUNTY AVOIDABLE COSTS [4] **$ 184,054.71**

3. Equipment costs include the use of a 1 ton Dualley Pick Up with extended cab at a rate of $0.6891 per mile.
4. County's cost to provide the level of service proposed in the RFP

CONTRACTING COSTS

CONTRACTOR'S DIRECT COST

Employee Salaries and Benefits		$ 32,314.92
Services & Supplies and Equipment		$ 9,000.00
Overhead		$ 13,848.12
Profit		$ 9,265.32
TOTAL CONTRACTOR'S COST [5]		$ 64,428.36

COUNTY INDIRECT COST [6]

Unavoidable Overhead Contract Admin.	$8,825 x 25%=	$ -
Unavoidable Overhead Agency Admin.	$41,506 x 25%=	$ -
TOTAL COUNTY INDIRECT COST		$ -

TOTAL CONTRACTING COST (direct cost +indirect cost) **$64,428.36**

ESTIMATED SAVINGS FROM CONTRACTING (TOTAL ESTIMATED COUNTY AVOIDABLE COSTS LESS TOTAL **$119,626.35**

5. Contractor's bid on the RFP.
6. Indirect cost includes monitoring by County field staff.

ATTACHMENT II

Rich Meier Landscaping, Inc
Proposed Costs by Category
Antelope Valley Area Parks

Employee Salaries and Benefits

Position	Full-Time Equivalent	Annual Hours	Hourly Rate	TOTAL
Foreman/Irrigation	0.40	832	$15.00	$12,480.00
Laborer	0.40	832	$12.00	$9,984.00
Laborer	0.40	832	$11.84	$9,850.88
QAL				
				$0.00
Total	1.20	2,496		$32,314.88
Employee Benefits				$0.00

Total Employee Salaries and Benefits **$32,314.88**

Services, Supplies, and Equipment

Equipment: Miscellaneous, vehicles, office equipment, utilities	$9,000.00
Supplies (Trash bags, Round-up, Fertilizer, Disinfectant)	
Other (Maintenance Equipment)	$0.00
	$9,000.00

Total Services, Supplies and Equipment **$9,000.00**

Overhead

Insurance, (General Liability, Worker's Comp, Auto, Umbrella)	$6,269.04
Employee Taxes (Social Security, Medicare, State Disability)	$2,779.08
Total Insurance/Employee Taxes	$9,048.12
Administrative: (Accounting, Bookkeeping, Management, Office Equipment, Utilities, Telephone)	$4,800.00

Total Overhead **$13,848.12**

Profit

$9,265.36

Total Profit **$9,265.36**

TOTAL CONTRACTOR'S COSTS **$64,428.36**

Schedule of Difference Between County and Rich Meiers Landscapes, Inc. Costs by Category
Park Maintenance Services

Costs by Category	County	Contractor	Difference	Remarks
Staffing				
Grd. Maint. Worker Supervisor	0.00		0.00	{A}
Grounds Maint. Worker II	0.78		0.78	
Grounds Maint. Worker I	0.78		0.78	
Irrigation Lawn Sprinkler Fitter	0.00		0.00	
Ag. Chem. Sprayer	0.00		0.00	
Light Tractor Operator	0.78		0.78	
Foreman		0.40		
Leadman/driver		0.00		
Mow Crew		0.80		
Laborers		0.00		
TOTAL	2.34	1.20	1.14	
Salary Costs (County Salaries include 5th Step Variance of 97.1365%)	$157,821.28	$32,314.88	$125,506.40	{B}
Employee Benefits Included with Salary Costs	$0.00		$0.00	{C}
Equipment, Services & Supplies	$42,212.05	$9,000.00	$33,212.05	{D}
Taxes & Insurance	$0.00		$0.00	
Indirect Costs	$0.00	$13,848.12	($13,848.12)	{E}
TOTAL Costs (Less Profit)	$200,033.33	$55,163.00	$144,870.33	
Contractor Profit	$0.00	$9,265.36	($9,265.36)	
TOTAL Costs	$200,033.33	$64,428	$135,604.97	
Unavoidable Contracting Costs	$0.00	$0.00	$0.00	
TOTAL County vs. Contracting Costs	$200,033.33	$64,428.36	$135,604.97	

{A} The contractor has indicated that they can perform the services with less full-time equivalent staff since they are performing similar services in the area. The number of County positions is based on the total number of hours divided by the annual County productive hours of 1,764.

{B} The County's and contractor's salary costs are based on full-time staff as well as a percentage of staff's time. In addition, the contractor's employees are paid more than $5 less per hour than the County items. The contractor's salary costs are 42% of the contract costs.

{C} Contractor will not be providing health benefits to those hourly employees providing services under this contract. Therefore, as required by the Living Wage Ordinance, contractor will pay its hourly employees providing services under this contract no less than $11.84 per hour.

{D} As indicated on Attachment II, the total costs for services, supplies, and equipment are approximately 24% of the contract costs.

{E} Contractor's indirect costs (overhead) are approximately 17% of the contract costs and are associated with the cost of management, telephone, utilities, office equipment and bookkeeping. For this contract, County's indirect costs are unavoidable.

LIST OF VENDORS

Sub-Class #	Description
988-36	GROUNDS MAINTENANCE: MOWING, EDGING, PLANT (NOT TREE) TRIMMING, ETC.

Vendor ID	Company Name	Phone
16508901	A1 SERVICE SOLUTIONS INC CUSTOM AGRONOMIC SOLUTIONS, 2787 DEL MONTE ST., WEST SACRAMENTO, CA, 95691	(916) 277-8090
13576201	ABRAHAM CASTELLON 732 NORTH ELSPETH WAY, COVINA, CA, 91722-3244	(626) 488-8077
52640201	AC HORTICULTURE MANAGEMENT P.O. BOX 33311, GRANADA HILLS, CA, 91394	(818) 895-5559
11464601	ACCENT LANDSCAPE, INC. 15808 S BROADWAY, GARDENA, CA, 90248	(310) 324-1706
15503901	ACCESS PACIFIC, INC. 28 N. MARENGO AVENUE, PASADENA, CA, 91101	(626) 792-0616
13353401	ALD LANDSCAPE & MAINTENANCE 1350 W. 228TH ST. #6, TORRANCE, CA, 90501	(310) 834-5768
14518501	ALPHA SCAPES, INC. ALPHA LANDSCAPE, 42529 8TH STREET EAST, LANCASTER, CA, 93535-5237	(661) 940-1670
14634701	AMERICAN CAPITAL ACQUISITIONS 15937 FREMONT AVE, ADELANTO, CA, 92301	(310) 622-4447
15545101	AMERICAN FAMILY HOUSING PINE HILL LANDSCAPING 7162 KERMORE LANE, STANTON, CA, 90680	(714) 229-0585
50873801	AMERICAN GOLF CORPORATION DIAMOND BAR GOLF COURSE, 22751 GOLDEN SPRINGS DR., DIAMOND BAR, CA, 91765-2218	(909) 861-5757
50873802	AMERICAN GOLF CORPORATION 2951 28TH STREET, SANTA MONICA, CA, 90405	(310) 503-9026
50873803	AMERICAN GOLF CORPORATION 27943 VIA DEL AGUA, LAGUNA NIGUEL, CA, 92677-7354	(916) 715-1494
50873804	AMERICAN GOLF CORPORATION CHESTER WASHINGTON GOLF COURSE, 1930 W 120TH STREET, LOS ANGELES, CA, 90047	(916) 715-1494
50873805	AMERICAN GOLF CORPORATION MAGGIE HATHAWAY GOLF COURSE, 9637 S. WESTERN AVENUE, LOS ANGELES, CA, 90047	N/A
50873806	AMERICAN GOLF CORPORATION KNOLLWOOD COUNTRY CLUB, 12040 BALBOA BLVD., GRANADA HILLS, CA, 91344	(818) 360-2101
50873807	AMERICAN GOLF CORPORATION LA MIRADA GOLF COURSE, 15501 E. ALICANTE ROAD, LA MIRADA, CA, 90638	N/A
50873808	AMERICAN GOLF CORPORATION LAKEWOOD COUNTRY CLUB, 3101 CARSON STREET, LAKEWOOD, CA, 90712	(562) 421-0550
50873809	AMERICAN GOLF CORPORATION LOS VERDES GOLF COURSE, 7000 W. LOS VERDES DRIVE, RANCHO PALOS VERDES, CA, 90275	N/A
50873810	AMERICAN GOLF CORPORATION MOUNTAIN MEADOWS GOLF COURSE, 1875 FAIRPLEX DRIVE, POMONA, CA, 91768	N/A
50873811	AMERICAN GOLF CORPORATION BROOKSIDE GOLF CLUB, 1133 N ROSEMONT AVE, PASADENA, CA, 91103	(626) 577-4497 Ext:226
15358901	AMERICAN HERITAGE LANDSCAPE LP 7013 OWENSMOUTH AVENUE, CANOGA PARK, CA, 91303	(818) 999-2041 Ext:252
15358902	AMERICAN HERITAGE LANDSCAPE LP AMERICAN HERITAGE GROWERS, 7013 OWENSMOUTH AVE, CANOGA PARK, CA, 91303	(818) 999-2041 Ext:254

Vendor ID	Company Name	Phone
15017201	AMERICAN LANDSCAPE, INC. 7949 DEERING AVENUE, , CANOGA PARK, CA, 91304	(818) 999-2041
15017202	AMERICAN LANDSCAPE, INC. 7013 OWENSMOUTH AVE, CANOGA PARK, CA, 91303	(818) 999-2041
16001601	AZTEC LANDSCAPING, INC. 7980 LEMON GROVE WAY, LEMON GROVE, CA, 91945	(619) 464-3303 Ext:110
04916501	AZTECA LANDSCAPE 1027 E. ACACIA STREET, ONTARIO, CA, 91761	(909) 673-0889 Ext:101
15542901	BAG SNAGGERS, INC. 101 74TH STREET, SUITE 4, NORTH BERGEN, NJ, 07047-5894	(201) 854-7483
10502201	BECHTEL PROPERTY SERVICES,INC. 20724 PALOMAR ST., WILDOMAR, CA, 92595-9274	(951) 245-2778
05416401	BENNETT ENTERPRISES INC BENNETT LANDSCAPE, 25889 BELLE PORTE AVENUE, HARBOR CITY, CA, 90710	(310) 534-3543 Ext:107
05416402	BENNETT ENTERPRISES INC 25889 BELLE PORTE AVE., HARBOR CITY, CA, 90710-3393	(310) 534-3543
14697301	BIG STAR MAINTENANCE 301 S. NEW AVE., MONTEREY PARK, CA, 91755	(626) 573-8487
14905301	BLACKSTONE CONSULTING, INC. 11726 SAN VICENTE BLVD., SUITE 550, LOS ANGELES, CA, 90049	(310) 826-4389
16477201	BLSD INC BEST LANDSCAPING, 2101 W MONTEREY AVE, BURBANK, CA, 91506	(619) 335-7500
15595801	BMC LANDSCAPE MANAGEMENT INC 13438 HALLDALE AVE, GARDENA, CA, 90249	(323) 770-2440
15146901	BRANDON'S LANDSCAPES INC 24 W MIRA MONTE AVE UNIT C, SIERRA MADRE, CA, 91024	(626) 836-7703
13276101	BRIGADIER CORP. 915 W. FOOTHILL BL. #C-403, CLAREMONT, CA, 91711	(951) 805-3005
51433701	CACHO LANDSCAPE 711 TRUMAN ST, SAN FERNANDO, CA, 91340	(818) 365-0773
50918101	CAL ARBORIST COMPLETE TREE CA RE INC 14068 LAMBERT RD, WHITTIER, CA, 90605	(562) 698-3280
51988101	CALIFORNIA CONSERVATION CORPS 11401 BLOOMFIELD AVE., BOX 9, NORWALK, CA, 90650-2015	(213) 744-2254
51988103	CALIFORNIA CONSERVATION CORPS 1719 24TH ST., SACRAMENTO, CA, 95816-7114	(916) 341-3122
05314001	CAM SERVICES 5664 SELMARAINE DR., CULVER CITY, CA, 90230-6120	(310) 390-3552 Ext:31
15026601	CAMPESINOLANDSCAPEINC. 13023 THICKET PL, CORONA, CA, 92883	(951) 674-6600
16039501	CASA VERDE LANDSCAPE MAINTENANCE CORPORATION 7090 ARCHIBALD AVE., ALTA LOMA, CA, 91701	(909) 483-2494
16124701	CASTANEDA'S TREE TRIMMING 8955 GREENWOD AVE, SAN GABRIEL, CA, 91775	(626) 831-1258
15717401	CBJ BUILDING MAINTENANCE P.O. BOX 1778, DANVILLE, CA, 94526	(510) 755-4279
15277901	CHARLES T ANDREWS CTAI PACIFIC GREENSCAPE, 23520 KETTLE RD, MURRIETA, CA, 92562-4707	(951) 453-3519
14843001	CONEJO CREST LANDSCAPE 16435 HART ST., VAN NUYS, CA, 91406	(818) 988-9696
16532201	CONTRACTORS ALLIANCE, INC. 5942 EDINGER AVE, STE 113-239, HUNTINGTON BEACH, CA, 92649	(567) 215-0901
11166301	CREATIVE CONCEPTS LANDSCAPE 4118 LA CRESCENTA AVE., LA CRESCENTA, CA, 91214-3809	(818) 248-7436

Vendor ID	Company Name	Phone
50649201	CUT N EDGE INC. PO BOX 4457, VALLEY VILLAGE, CA, 91617-0457	(818) 769-8948
14196001	DAN WISHARD 14971 FOOTHILL BLVD., SYLMAR, CA, 91342	(818) 833-1231
16086301	DANA HASSON 13124 MAGNOLIA AVE, CHINO, CA, 91710	(714) 240-8175
14020801	DANIEL B BROWN 5116 W. AVE. L-8, LANCASTER, CA, 93534	(661) 943-4654
10296101	DANIEL DELGADILLO PO BOX 787, POMONA, CA, 91769-0787	(909) 464-8024
14822501	DIVERSIFIED LANDSCAPE 33801 WASHINGTON STREET, WINCHESTER, CA, 92596	(951) 926-7444
05109901	DIVERSIFIED MAINTENANCE 417 E. HUNTINGTON DRIVE, MONROVIA, CA, 91016	(626) 305-8500
14195401	DOUGLAS L RICHAN 23870 PINE STREET, NEWHALL, CA, 91321	(661) 255-3119
14694501	ECOLOGICAL LLC 7223 #B CANOGA AVE, CANOGA PARK, CA, 91303	(818) 645-8100
13708001	EDGAR N ROBLEDO P.O. BOX 1862, GLENDORA, CA, 91740	(626) 483-7312
14698501	ELITE LANDSCAPING, INC. 2972 LARKIN AVE, CLOVIS, CA, 93612	(559) 292-7760 Ext:13
04894901	ENVIRONMENTAL MAINTENANCE CO 10950 SOUTH CENTRAL AVENUE, LOS ANGELES, CA, 90059	(323) 563-5642
15689501	EQUERY INC ECCONO TREE CARE, 15332 ANTIOCH ST. #115, PACIFIC PALISADES, CA, 90272	(310) 980-1956
13123601	ERIC W PIVOVAROFF 16202 ALPINE PLACE, LA MIRADA, CA, 90638	(562) 882-3743
14647801	ERIC WHIPP 144 W. ALLEN AVE, SAN DIMAS, CA, 91773	(909) 773-8676
16347601	FAIRWAY LANDSCAPE & IRRIGATION INC. 4223 ALAMO STREET, RIVERSIDE, CA, 92501	(951) 778-4142
05188101	FAR-EAST LANDSCAPE & MAINTENANCE INC 27118 COLEBROOK PL, VALENCIA, CA, 91354	(661) 297-0918
05188102	FAR-EAST LANDSCAPE & MAINTENANCE INC 146 RAILROAD AVE., MONROVIA, CA, 91016-4642	(805) 297-0918
05188103	FAR-EAST LANDSCAPE & MAINTENANCE INC PO BOX 950351, MISSION HILLS, CA, 91395-0351	(800) 887-3227
05411101	FELIX MIRAMONTEZ 24885 SAN FERNANDO RD., UNIT. B, , NEWHALL, CA, 91321-1513	(661) 255-9227
16502301	FRANK MANQUEROS PO BOX 3598, , BIG BEAR LAKE, CA, 92315-3598	(909) 584-8645
11642301	FRANK MATTISON 43759 15TH ST. W., STE. 217, LANCASTER, CA, 93534-4754	(661) 940-6069
11632001	FYR LANDSCAPING, INC. DBA 612 SOUTH MYRTLE AVENUE. SUITE 100, MONROVIA, CA, 91016	(818) 679-7742
15876101	GARY RIPLING 24071 REGENTS PARK CIRCLE, VALENCIA, CA, 91355	(661) 808-4006
02700201	GENERAL SECURITY SERVICE INC 14009 CRENSHAW BLVD., # D, HAWTHORNE, CA, 90250-7816	(323) 772-7377
16605801	GEORGE I HAVAI 7013 OWENSMOUTH AVE, CANOGA PARK, CA, 91303	(818) 999-2045 Ext:215
13909001	GHARMONY, INC. PO BOX 3333, SAN DIMAS, CA, 91773	(626) 633-6620

Vendor ID	Company Name	Phone
15679301	GOLDEN WEST ARBOR SERVICES INC. 1568 E. GRAND AVENUE, POMONA, CA, 91766	(909) 623-8226
13082901	GOMEZ LANDSCAPE DESIGN 23932 CLARINGTON DR., WEST HILLS, CA, 91304	(818) 535-4654
10489601	GOODWILL INDUSTRIES OF SOUTHERN CALIFORNIA 342 N SAN FERNANDO RD, LOS ANGELES, CA, 90031-1730	(818) 782-2520 Ext:200
10489602	GOODWILL INDUSTRIES OF SOUTHERN CALIFORNIA 14565 LANARK ST., PANORAMA CITY, CA, 91402-4903	(323) 997-3086
10489603	GOODWILL INDUSTRIES OF SOUTHERN CALIFORNIA 342 N SAN FERNANDO RD, LOS ANGELES, CA, 91307	(626) 222-6879
10489604	GOODWILL INDUSTRIES OF SOUTHERN CALIFORNIA 342 SAN FERNANDO RD, WCD DEPARTMENT, LOS ANGELES, CA, 90031-1730	(323) 223-1211 Ext:2165
51387001	GRANDVIEW TREE SURGERY CO 819 S. MAGNOLIA AVE., STE. D, MONROVIA, CA, 91016-6831	(626) 358-7875
14328901	GREEN LEAF GTH 5632 VAN NUYS BLVD SUITE 485, VAN NUYS, CA, 91401	(818) 788-1235
15386001	GREENTECH LANDSCAPE INC 13560 E TELEGRAPH RD, WHITTIER, CA, 90605	(562) 360-4000
51754901	GROUNDWORKS LANDSCAPE INC 111 EAST 220TH ST, CARSON, CA, 90745	(310) 518-6267
50909601	GUS MARQUEZ 13128 TELEGRAPH RD., STE. G1, SANTA FE SPRINGS, CA, 90670-6638	(562) 777-1962
15091901	HARMIN SERVICES NO 1 INC HART EMPLOYMENT SERVICES, 220 SO KENWOOD ST STE 320, GLENDALE, CA, 91205	(626) 405-0778
14632101	HB DIAMOND SERVICES, INC. 29773 GIFHORN ROAD, MENIFEE, CA, 92584-8615	(888) 208-3220
15042301	HUNT IRRIGATION INC 2600 WEST L STREET, LINCOLN, NE, 68522	(402) 438-8151
14475201	IGI'S LANDSCAPE SERVICES 313 S ANDRES PLACE, SANTA ANA, CA, 92704	(714) 418-1667
11617401	ISS GROUNDS CONTROL INC 23236 LYONS AVE STE. 209, NEWHALL, CA, 91321	(661) 259-9067
10125201	J. OROZCO ENTERPPRISES, INC. OROZCO LANDSCAPE AND TREE COMPANY, 1419 EAST END AVENUE, POMONA, CA, 91766	(909) 623-8287
10125202	J. OROZCO ENTERPPRISES, INC. 11194 PIPELINE AVE., POMONA, CA, 91766-4056	(909) 623-8287
16687701	JAIME SANCHEZ 17112 LANARK ST, LAKE BALBOA, CA, 91406	(818) 610-9999
15391201	JIMMIE'S TREE SERVICE 6773 OLIVE AVE, LONG BEACH, CA, 90805	(562) 423-6202
15365901	JMJ INTNL. GREENFIELDLANDSCAPING & MAINT 3129 S. HACIENDA BLVD. SUITE # 384, HACIENDA HEIGHTS, CA, 91745	(626) 926-2221
15110901	JN LANDSCAPING & MAINTENANCE 12335 SANTA MONICA BLVD STE 301, LOS ANGELES, CA, 90025	(310) 577-9378
50886701	JOHN GARDNER 10552 CHESTNUT AVE., STANTON, CA, 90680-2441	(714) 527-6830
11373501	JOHNSON CONTROLS INC 7315 N. ATLANTIC AVE., CAPE CANAVERAL, FL, 32920-3721	(321) 784-7708
12928301	JOSE TORIBIO 1638 SUNFLOWER AVE, GLENDORA, CA, 91740	(626) 230-4532
13976401	JOSUA D POWERS 6026 VIA MONTANEZ, CAMARILLO, CA, 93012	(805) 205-4509

Vendor ID	Company Name	Phone
12918801	JUAN MUNOZ JM LANDSCAPING, P.O. BOX 2073, BURBANK, CA, 91507	(818) 621-2839
15915701	KAREN BRAGG 4830 SOUTH CRENSHAW BLVD, LOS ANGELES, CA, 90043	(323) 299-3710
15249401	KARRY R WENDEL CLEAN CUT LANDSCAPE, 8406 N. ARMSTRONG, CLOVIS, CA, 93619	(559) 322-2041
11207201	KATRINA MOSS PO BOX 5795, BEVERLY HILLS, CA, 90209-5795	(310) 712-2684
13992901	KEITH B YORK 8255 JOHNSON LANE, GRANITE BAY, CA, 95746	(916) 797-4020
50551601	L. BARRIOS & ASSOCIATES, INC. 302 E. FOOTHILL BLVD., STE. 101, SAN DIMAS, CA, 91773-1259	(909) 592-5893
15678001	LA LOMA DEVELOPMENT COMPANY 556 S. FAIR OAKS AVE, SUITE 101 #323, PASADENA, CA, 91105	(626) 421-6185
15678002	LA LOMA DEVELOPMENT COMPANY 1355 LINCOLN AVENUE, PASADENA, CA, 91103	(626) 421-6185
13104101	LAND CREATIONS 15267 COBALT ST, SYLMAR, CA, 91342	(818) 833-7172
15112401	LAND MECHANICS, INC. PO BOX 17521, ANAHEIM, CA, 92817-7521	(714) 516-9555
13081901	LANDSCAPE ASSOCIATES INC 16251 N. FILBERT STREET, SYLMAR, CA, 91342	(818) 891-0398
14380701	LANDSCAPE CONSERVATION SOLUTIONS INC, PO BOX 12700, WESTMINISTER, CA, 92685	(949) 292-5668
13926201	LEANNE DAVID 2821 E. WHITE STAR AVE., UNIT A, ANAHEIM, CA, 92806	(714) 271-8314
10955601	LIMCO 412 DE LA VINA ST., SANTA BARBARA, CA, 93101-3418	(805) 884-4648
14533701	LNL CORPORATION 2183 FAIRVIEW ROAD STE 216, COSTA MESA, CA, 92627	(949) 646-7441 Ext:101
16225801	LOS ANGELES INFRASTRUCTURE ACADEMY 700 N. ALAMEDA ST. FL 4 #570, LOS ANGELES, CA, 90012	(213) 687-0781 Ext:1
15381701	LOS GATOS INC. 3026 HALLADAY ST, SANTA ANA, CA, 92705	(714) 546-0681
16613301	LUPE PEREZ GREEN SPLENDOR LANDSCAPING, INC., 1963 SANTA ROSA AVE., PASADENA, CA, 91104	(626) 710-2227
13131001	MANUEL G GONZALEZ 1436 ORCHARD ST. #A, SANTA PAULA, CA, 93060	(805) 797-2525
15758201	MARCELLO R MOSCOZO 19685 E GOLDEN BOUGH DR., COVINA, CA, 91724	(626) 484-5046
15322801	MARIA MUNOZ 15735 MAPLEGROVE ST, LA PUENTE, CA, 91744	(626) 917-4321
14507401	MARINA LANDSCAPE, INC. 1900 S. LEWIS STREET, ANAHEIM, CA, 92805	(949) 614-9148
50312901	MARIPOSA LANDSCAPES, INC. 15529 ARROW HWY., IRWINDALE, CA, 91706-2002	(626) 960-0196
16900401	MARK L PELLETIER 25401 PARKWOOD LN, SANTA CLARITA, CA, 91350	(661) 312-6452
16916401	MARK L PELLETIER PELLETIER BRUSH CLEARANCE & TREE SERVICE, 25401 PARKWOOD LN, SANTA CLARITA, CA, 91350	(661) 312-6452
05148401	MARTINEZ LANDSCAPING CO INC 14862 RYAN ST., SYLMAR, CA, 91342-3958	(818) 364-9188

Vendor ID	Company Name	Phone
05148402	MARTINEZ LANDSCAPING CO INC 14862 RYAN ST., , SYLMAR, CA, 91342-3958	(818) 364-9188
15220601	MERCHANTS LANDSCAPE 11220 1/2 PEORIA ST, SUN VALLEY, CA, 91352	(714) 972-8200
16178201	MERIAM DJELIDI PO BOX 1803, AVALON, CA, 90704	(310) 701-5397
03162201	MIDORI GARDENS 3231 S. MAIN STREET, SANTA ANA, CA, 92707	(714) 751-8792
16331201	MIHYUN NO I CARPET & UPHOLSTERY CLEANING, 3921 WILSHIRE BLVD., LOS ANGELES, CA, 90010	(323) 534-5012
15228201	MILLENNIUM MAINTENANCE SYSTEMS 26007 HUNTINGTON LANE STE 11, VALENCIA, CA, 91355	(661) 645-7199
52357701	MUNOZ LANDSCAPE INC MONICA'S NURSERY, 266 CLOVERLEAF DR, BALDWIN PARK, CA, 91706-6505	(626) 369-8097
10434401	NATURES IMAGE, INC. 20361 HERMANA CIRCLE, LAKE FOREST, CA, 92630	(949) 705-5800 Ext:114
10847701	NEW GENERATION 16042 BASSETT ST., VAN NUYS, CA, 91406-4805	(818) 909-9299
15524201	NEW IMAGE LANDSCAPING INC. 554 PRESCOTT ST., PASADENA, CA, 91104	(626) 421-6270
15092401	NICK ANDERSON 1003 SPRINGOAK WAY, STOCKTON, CA, 95209	(209) 565-2845
14952901	NMS MANAGEMENT, INC. 155 WEST 35TH STREET, SUITE A, NATIONAL CITY, CA, 91950	(619) 425-0440
13161001	NOON PRODUCTIONS, LLC P. O. BOX 802874, SANTA CLARITA, CA, 91380	(661) 313-4227
16350101	NORVELL THOMAS 1652 N HOOVER ST, LOS ANGELES, CA, 90027	(323) 309-9937
14525101	OAK SPRINGS NURSERY INC P.O. BOX 922906, SYLMAR, CA, 91342	(818) 367-5832
13339701	OAKRIDGE LANDSCAPE INC 28064 AVENUE STANFORD UNIT K, VALENCIA, CA, 91355	(661) 295-7228
15279801	OC SEVEN INC PRUNIN ARBORICULTURE & MAINTE, 23052 ALICIA PKWY H-218, MISSION VIEJO, CA, 92692	(714) 822-3982
15434701	ORBITAL MAINTENANCE ANDCONSTRUCTION, INC. P.O. BOX 2342, CULVER CITY, CA 90231, 7417 W. 82ND ST., WESTCHESTER, CA, 90045-2307	(310) 710-6028
11090301	PANAMERICAN LANDSCAPING 11261 BLIX STREET, NORTH HOLLYWOOD, CA, 91602	(818) 535-9391
14171101	PANTERA ENTERPRISES INC 28007 ALTA VISTA AVE, VALENCIA, CA, 91355	(213) 598-6544
50704901	PARKWOOD LANDSCAPE MAINT., INC 16443 HART ST., VAN NUYS, CA, 91406	(818) 988-9677
14845401	PBMS INC PREMIER BUILDING MAINT SERV., 1909 WILSHIRE BLVD., LOS ANGELES, CA, 90057	(213) 386-2552
14947001	PERFECT PLANTS LANDSCAPE MANAGEMENT INC., 20700 VENTURA BLVD., SUITE 234, WOODLAND HILLS, CA, 91364	(818) 981-0810
50889101	PESTMASTER SERVICES, INC. 137 E. SOUTH ST., BISHOP, CA, 93514-3545	(775) 358-5966
50889102	PESTMASTER SERVICES, INC. 42717-6TH STREET EAST, LANCASTER, CA, 93535	(775) 358-5966

Vendor ID	Company Name	Phone
50889103	PESTMASTER SERVICES, INC. 137 E SOUTH ST, BISHOP, CA, 93514	(775) 358-5966
15299401	PINNACLE HOLDINGS GROUPDBA PINNACLE LANDSCAPE COMPANY 2200 S. FAIRVIEW ST., SANTA ANA, CA, 92704	(714) 856-8279
05171401	PLANT TERRA LANDSCAPE INC 13913 LA CASCADA CT., BAKERSFIELD, CA, 93314-8354	(661) 588-6127
14499401	POIEMA LANDSCAPE INC. 732 N. DIAMOND BAR BLVD., SUITE 110, DIAMOND BAR, CA, 91765	(909) 444-2249
02870001	POWERLAND EQUIPMENT, INC. 27943 VALLEY CENTER RD., VALLEY CENTER, CA, 92082-6547	(760) 749-1271
52514001	PREMIER BUILDING MAINTENANCE 1909 WILSHIRE BLVD, LOS ANGELES, CA, 90057	(213) 386-2552
13696801	PRIDE INDUSTRIES 10030 FOOTHILLS BLVD., ROSEVILLE, CA, 95747-7102	(916) 788-2136
13763701	QQEST ASSET MANAGEMENT LLC 9350 SOUTH 150EAST SUITE 130, SANDY, UT, 84070	(801) 265-9500 Ext:2215
15527501	R&C TREE COMPANY 8335 WINNETKA AVE #457, WINNETKA, CA, 91306	(818) 775-1918
16403101	RALPH MOSLEY JR 2422 W 6TH STREET, SAN BERNARDINO, CA, 92410	(909) 512-2284
16461401	RAMOS LANDSCAPING, INC. 18761 CHASE STREET, NORTHRIDGE, CA, 91324	(818) 519-7079
16804601	RAYMOND EALY PO BOX 6024, , ALTADENA, CA, 91003-6024	(626) 676-5123
12426901	REAL ESTATE CONSULTING & SERVICES, INC., 635 E. 1ST ST., # 418, TUSTIN, CA, 92780-3417	(714) 720-3187
01427301	REGENTS OF UC UCLA REMITTANCE CENTER, 10920 WILSHIRE BLVD, STE 107, LOS ANGELES, CA, 90024-6503	(310) 206-0265
01427302	REGENTS OF UC 10990 WILSHIRE BLVD, SUITE 1450, LOS ANGELES, CA, 90024	(310) 312-9315
01427303	REGENTS OF UC UCLA - DFH PARAMEDIC EDUCATION, 333 N. PRAIRIE AVE., INGLEWOOD, CA, 90301	(310) 680-1100
01427304	REGENTS OF UC UCLA CPHD, 1145 GAYLEY AVE STE 304, LOS ANGELES, CA, 90024	(310) 794-0864
01427305	REGENTS OF UC UCLA CAREER CENTER, 501 WESTWOOD PLAZA, LOS ANGELES, CA, 90095-1573	(310) 206-1901
01427306	REGENTS OF UC UCLA ANDERSON FORECAST, 110 WESTWOOD PLAZA STE B302 - BOX 951481, LOS ANGELES, CA, 90095-1481	(310) 825-1623
01427307	REGENTS OF UC PHOTOGRAPHIC SERVICES, 10833 LE CONTE DRIVE, 62-073 CHS, LOS ANGELES, CA, 90095	(310) 825-7725
01427308	REGENTS OF UC LIBRARY, 405 HILGARD AVENUE, LOS ANGELES, CA, 90095	(310) 206-9363
01427309	REGENTS OF UC UCLA MEDICAL CENTER, 10990 WILSHIRE BLVD SUITE 1450, LOS ANGELES, CA, 90024	(310) 267-5959
01427310	REGENTS OF UC 760 WESTWOOD PLZ., RM. B7-357, LOS ANGELES, CA, 90024-5055	(310) 794-5537
01427311	REGENTS OF UC UCLA-LOSH, 10945 LE CONTE AVE. UEBERROTH BLDG., STE 2107, LOS ANGELES, CA, 90095	(310) 794-5959
01427312	REGENTS OF UC 601 S. WOODS AVE., LOS ANGELES, CA, 90022-3221	(310) 206-8883

Vendor ID	Company Name	Phone
01427313	REGENTS OF UC UCLA ISAP, 1640 S SEPULVEDA BLVD STE 320, LOS ANGELES, CA, 90025-7535	(310) 267-5399
01427314	REGENTS OF UC SCHOOL OF THEATER, FILM & TV, 1449 MELNITZ HALL BOX 951622, LOS ANGELES, CA, 90095-1622	(310) 267-4419
01427315	REGENTS OF UC 10920 WILSHIRE BLVD., STE. 500, CONTRACTS & GRANTS ADMIN., LOS ANGELES, CA, 90024-6502	(310) 794-2838
01427316	REGENTS OF UC UCLA CENTER FOR COMMUNITY LEARNING, A265 MURPHY HALL, LOS ANGELES, CA, 90095-1571	(310) 825-7867
01427317	REGENTS OF UC SCHOOL OF LAW, PO BOX 951476, LOS ANGELES, CA, 90095-1476	(310) 206-9155
01427318	REGENTS OF UC 10945 LE CONTE AVE., STE. 2339, LOS ANGELES, CA, 90095	(310) 312-0531
01427319	REGENTS OF UC UCLA DEPT OF SURGERY DIV OF CARDIOTHORACIC, 72-131 CTR FOR THE HEALTH SCIENCE BOX 951749, LOS ANGELES, CA, 90095-6902	(310) 825-9820
01427320	REGENTS OF UC UCLA MEDICAL CENTER, FILE 2009, LOS ANGELES, CA, 90074-2009	(310) 825-8021
01427321	REGENTS OF UC JULES STEIN INST-UCLA RM 2-142, 100 STEIN PLAZA, LOS ANGELES, CA, 90095	(310) 206-6641
01427322	REGENTS OF UC UCLA CHILDRENS DENTAL CLINIC, 10833 LE CONTE AVENUE, 20-137, LOS ANGELES, CA, 90095-3075	(310) 825-5619
01427323	REGENTS OF UC UCLA MEDICAL CTR-PERINTAL UNIT, BOX 951701 14176 CHS, LOS ANGELES, CA, 90095	(213) 825-1542
01427324	REGENTS OF UC UCLA TIES FOR FAMILIES, 1000 VETERAN AVENUE, LOS ANGELES, CA, 90095-7142	(310) 794-2460
01427325	REGENTS OF UC C/O UCLA EMERGENCY MEDICINE, 924 WESTWOOD BLVD SUITE 300, LOS ANGELES, CA, 90024-1777	N/A
01427326	REGENTS OF UC DEPT OF INFOMATION STUDIES-UCLA GSEIS, BOX 951520, LOS ANGELES, CA, 90095	(310) 206-2962
01427327	REGENTS OF UC DEPARTMENT K, PO BOX 24901, LOS ANGELES, CA, 90024-0901	(310) 206-2962
01427328	REGENTS OF UC HUMANITIES SCIENCE & SOCIAL, 10995 LE CONTE AVENUE ROOM 731, LOS ANGELES, CA, 90024	N/A
01427329	REGENTS OF UC UCLA IMMUNOGENETICS CENTER, 1000 VETERAN AVE., ROOM 1-520, LOS ANGELES, CA, 90095-1652	(310) 794-4448
01427330	REGENTS OF UC UCLA-DIV OF EMERGENCY MEDICINE, BOX 951778, LOS ANGELES, CA, 90095-1778	(310) 625-4350
01427331	REGENTS OF UC 110 WESTWOOD PLAZA D304A, , LOS ANGELES, CA, 90095-1481	(310) 825-1879
01427332	REGENTS OF UC UCLA PROSTHO/MAX FAC, 10833 LE CONTE AVE A0-156B CHS, LOS ANGELES, CA, 90095	(310) 206-8775
01427333	REGENTS OF UC CA CTR FOR COMMUNITY SCHOOL PARTNERSHIP, 2020 ACADEMIC SURGE BLGD, DAVIS, CA, 95616-8729	(530) 754-6343
01427334	REGENTS OF UC UCLA TRAVEL STUDY PROGRAM, 1332 MURPHY HALL BOX 951418, LOS ANGELES, CA, 90095-1418	N/A

Vendor ID	Company Name	Phone
01427335	REGENTS OF UC UCLA MEDICAL CENTER, 10833 LE CONTE AVENUE, LOS ANGELES, CA, 90095-1730	(310) 825-5041
01427336	REGENTS OF UC UCLA EDUCATION AND RESEARCH CTR, 650 CHARLES YOUNG DR CHS56-071, LOS ANGELES, CA, 90095	(310) 206-2304
01427337	REGENTS OF UC UCLA LABOR CENTER, 675 SOUTH PARK VIEW STREET 1ST FLOOR, LOS ANGELES, CA, 90057-3306	(213) 480-4155
01427338	REGENTS OF UC UCLA ORTHODONTIC CLINIC, PO BOX 951668, CHS 20-140, LOS ANGELES, CA, 90095-1668	(310) 825-4705
01427339	REGENTS OF UC UCLA EXTENSION PUBLIC POLICY DEPT., 10995 LE CONTE AVENUE ROOM 613, LOS ANGELES, CA, 90024	(310) 825-1545
01427340	REGENTS OF UC HOUSING ACCTS RECEIVABLE OFFICE, 360 DE NEVE DRIVE, BOX 951383, LOS ANGELES, CA, 90095	N/A
01427341	REGENTS OF UC UCLA CENTER FOR HEALTH POLICY RESEARCH, 10960 WILSHIRE BOULEVARD, SUITE 1550, LOS ANGELES, CA, 90024	(310) 794-0909
01427342	REGENTS OF UC CASHIER OFFICE, UC DAVIS, PO BOX 989062, WEST SACRAMENTO, CA, 95798-9062	(530) 757-8529
01427343	REGENTS OF UC UC DAVIS CENTER FOR HUMAN SERVICES, 1632 DAVINCI COURT, DAVIS, CA, 95616	(530) 757-8643
01427344	REGENTS OF UC LIBRARY BUSINESS SERVICES PAYMENT PROC UNIT, BOX 951575, LOS ANGELES, CA, 90095-1575	(310) 825-4055
01427345	REGENTS OF UC DEPARTMENT OF MEDICINE, 11301 WILSHIRE BLVD ROOM 3206, LOS ANGELES, CA, 90073	(310) 268-3034
01427346	REGENTS OF UC UCLA FOUNDATION, 3250 PUBLIC AFFAIRS BUILDING, LOS ANGELES, CA, 90095-1656	(310) 206-7571
01427347	REGENTS OF UC UCLA FAMILY MED/P.DOWLINGMD, 10833 LE CONTE AV 50-074 CHS, LOS ANGELES, CA, 90095-1683	(310) 825-4824
01427348	REGENTS OF UC UCLA OFFICE OF CONTRACT & GRANT ADMIN, 11000 KINROSS AVE., SUITE 102, LOS ANGELES, CA, 90095-1406	(310) 794-0619 Ext:243
01427349	REGENTS OF UC UCLA PEDIATRIC DENTISTRY, PO BOX 951668 CHS 20-137, LOS ANGELES, CA, 90095	(310) 825-8755
01427350	REGENTS OF UC HOUSING OFFICE, 3200 S. SAWTELLE BLVD, LOS ANGELES, CA, 90066	(310) 398-4692
01427351	REGENTS OF UC RONALD REAGAN UCLA MEDICAL CENTER, Box 951432, 1125 Murphy Hall, 405 Hilgard Avenue, LOS ANGELES, CA, 90095-9000	(310) 267-7529
01427352	REGENTS OF UC 1111 FRANKLIN STREET 11TH FLOOR, , OAKLAND, CA, 94607	(510) 987-9071
01427353	REGENTS OF UC 10833 LECONTE AVE., ROOM 72-125 CHS CHS, LOS ANGELES, CA, 90095-1749	(310) 206-6131
01427354	REGENTS OF UC UCLA POLICE DEPARTMENT, 11000 KINROSS AVE SUITE 104, LOS ANGELES, CA, 90024	(310) 206-8883

Vendor ID	Company Name	Phone
01427355	REGENTS OF UC UCLA INSTITUTE OF ENVIRONMENT, 619 CHARLES E YOUNG LA KRETZ HALL STE 300, LOS ANGELES, CA, 90095-1496	(310) 825-5008
01427356	REGENTS OF UC UCLA STUDENT ACCOUNTS, 1121 MURPHY HALL, LOS ANGELES, CA, 90095	(626) 229-3634
01427357	REGENTS OF UC SCHOOL OF PUBLIC AFFAIRS, 337 CHARLES E YOUNG DR. EAST, LOS ANGELES, CA, 90095-4656	(310) 794-5152
01427358	REGENTS OF UC 760 WESTWOOD AVE, (ROOM C8-887), LOS ANGELES, CA, 90024	(310) 825-1479
01427359	REGENTS OF UC UCLA INTEGRATED SUBSTANCE ABUSE PROGRAMS, 1640 S. SEPULVEDA #200, LOS ANGELES, CA, 90025	(310) 267-5398
01427360	REGENTS OF UC 10920 WILSHIRE BOULEVARD, SUITE 300, , LOS ANGELES, CA, 90024-6502	(310) 794-3718
01427361	REGENTS OF UC UCLA REMITTANCE CNTR BOX 951432, 1125 MURPHY HALL 405 HILGARD AVENUE, LOS ANGELES, CA, 90095-9000	(310) 206-3216
01427362	REGENTS OF UC 10945 LE CONTE AVENUE, SUITE 3119, LOS ANGELES, CA, 90095-6980	(310) 267-2579
01427363	REGENTS OF UC UCLA POLICE DEPARTMENT, 601 WESTWOOD PLAZA, LOS ANGELES, CA, 90095	(310) 825-1632
01427364	REGENTS OF UC UCLA CENTRAL TICKET OFFICE, P.O. BOX 24607, LOS ANGELES, CA, 90024-0607	(310) 206-4497
01427365	REGENTS OF UC CARDIOLOGY, 10833 LE CONTE AVE 17-178 CHS / MC 690418, LOS ANGELES, CA, 90095	(310) 794-1844
01427366	REGENTS OF UC RONALD REAGAN UCLA MEDICAL CENTER, 10920 WILSHIRE BLVD STE 1700, LOS ANGELES, CA, 90024-6502	(310) 794-8401
01427367	REGENTS OF UC LOS ANGELES SCHOOL OF PUBLIC HEALTH, 650 CHARLEES YOUNG DRIVE, LOS ANGELES, CA, 90095-6900	(310) 794-0622
01427368	REGENTS OF UC DEPT OF ORTHOPAEDIC SURGERY, 10833 LECONTE AVE 76-119 CHS, LOS ANGELES, CA, 90095-6902	(310) 825-5680
01427369	REGENTS OF UC UCLA FACILITIES MANAGEMENT, 731 CHARLES E. YOUNG DRIVE SOUTH, SUITE 3102, LOS ANGELES, CA, 90095-1526	(310) 206-6647
01427370	REGENTS OF UC INTEGRATED SUBSTANCE HOUSE, 11075 SANTA MONICA BLVD STE 100, LOS ANGELES, CA, 90025	(310) 267-5397
01427371	REGENTS OF UC UC REGENTS - UCLA CAREER PLAZA, 501 WESTWOOD PLAZA - BOX 951573, LOS ANGELES, CA, 90095-1573	(310) 206-1901
01427372	REGENTS OF UC UCLA VENICE DENTAL CENTER, VENICE, CA, 90291-2843	(310) 825-9805
01427373	REGENTS OF UC UNIVERSITY OF CALIF AT DAVIS - CASHIER OFFICE, 1200 DUTTON HALL, DAVIS, CA, 95616	(800) 553-6878
01427374	REGENTS OF UC CONTINUING EDUCATION OF THE BAR, 2100 FRANKLIN STREET SUITE 500, OAKLAND, CA, 94612-3098	(510) 381-1736
01427376	REGENTS OF UC RONALD REAGAN UCLA MEDICAL CENTER, 757 WESTWOOD PLAZA STE B790A, LOS ANGELES, CA, 90095	(310) 267-9582

Vendor ID	Company Name	Phone
14395501	RICHARD C JEWETT 36200 PARADISE RANCH SUITE 105, CASTAIC, CA, 91384	(661) 775-3791
11897501	RMT GOLF & SPORT 26517 CALLE LORENZO, SAN JUAN CAPO, CA, 92675-1672	(949) 218-7674
14710201	ROCK BOTTOM, INC. 2724 LANDCO DRIVE, BAKERSFIELD, CA, 93308	(661) 859-1700
14319401	ROLEY ASSOCIATES, INC. 1405 BARNHART LANE, NORCO, CA, 92860	(951) 279-6096
11104401	RON WILKES PO BOX 2387, NORTH HILLS, CA, 91393	(818) 893-6360
15184001	ROSE TERRONES 511 S FIRST STE 304, ARCADIA, CA, 91006	(626) 254-0200
10042601	S.C. YAMAMOTO, INC. 2031 EMERY AVENUE, LA HABRA, CA, 90631	(714) 992-5783
14286501	SAFETY ZONE WEED AND BRUSH CONTROL, 23843 BESSEMER STREET, WOODLAND HILLS, CA, 91367	(818) 322-4646 Ext:2
14821701	SALINAS LANDSCAPING AND TREE PRESERVATION, INC., 2001 PREUSS ROAD, LOS ANGELES, CA, 90034-1205	(310) 204-1730
51299701	SEPCO EARTHSCAPE INC 120 WEST 127TH STREET, LOS ANGELES, CA, 90061	(323) 242-0700
51134101	SIAPIN HORTICULTURE 9103 PERKINS ST., PICO RIVERA, CA, 90660-4512	(562) 801-9722
11512901	SIGMA SERVICES INC 2140 EASTMAN AVE STE 200, VENTURA, CA, 93003	(805) 642-8377
12722801	SIMON'S POWER EQUIPMENT, INC. 12117 VANOWEN ST., NORTH HOLLYWOOD, CA, 91605-5652	(818) 982-6131
14152501	SOUTHERN CALIFORNIA TREE & LANSOUTHERN CALIFORNIA GARDEN SOUTHERN CALIFORNIA GARDEN, PO BOX 3395, TORRANCE, CA, 90510	(310) 326-9994
12858601	SPRAGUE CONSULTANTS, INC. 30251 GOLDEN LANTERN, SUITE E##90, LAGUNA NIGUEL, CA, 92677-5993	(949) 903-0793
16615601	STACY L KONIER 3628 COUNTY ROAD, CHINO, CA, 91710	(909) 627-7507
12432101	STAY-GREEN, INC. 26415 SUMMIT CIRCLE, SANTA CLARITA, CA, 91350	(661) 291-2800 Ext:302
50455701	STEVENS TREE EXPERTS 2570 E. WALNUT ST., STE. A, PASADENA, CA, 91107-3722	(626) 794-6911
16539701	STRATEGIC FACILITY SOLUTIONS, INC. 28 SALT SPRAY DRIVE, LAGUNA NIGUEL, CA, 92677	(714) 293-9147
15027701	SUMAK, INC. P.O. BOX 1534, AGOURA HILLS, CA, 91376	(818) 388-4621
14144701	SWAYZER'S INC. 1663 E. DEL AMO, CARSON, CA, 90746	(323) 979-7223
51890301	SYSTEMS MANAGEMENT, INC. 1635 N. LAKE AVE., PASADENA, CA, 91104-2321	(626) 791-1388
15088201	T.G. DESIGNSCAPES 594 CEDAR CREST AVE, CLAREMONT, CA, 91711	(909) 367-3497
15390501	TANIA GYBELSENVIRONMENTAL CONCEPT 16140 SATICOY, VAN NUYS, CA, 91406	(818) 787-7329
10946701	THE CHRYSALIS CENTER 1853 LINCOLN BLVD, SANTA MONICA, CA, 90404	(310) 401-9382
10946702	THE CHRYSALIS CENTER 522 S. MAIN ST., LOS ANGELES, CA, 90013	(213) 806-6368

Vendor ID	Company Name	Phone
13962501	THE ORIGINAL MOWBRAYS 171 S WATERMAN AVE, SAN BERNARDINO, CA, 92408	(909) 915-5762
14282001	THE PAR 3 GROUP 101 ATLANTIC AVE., STE. 104, LONG BEACH, CA, 90802	(562) 537-7528
16860301	TOTAL RESOURCES INC. DBA TOTAL CONSTRUCTION RESOURCES 13507 TELEGRAPH ROAD, UNIT C, WHITTIER, CA, 90605	(562) 204-0319
15950301	TRANSFORMED CONSTRUCTION INC 14301 VENTURA BLVD, SHERMAN OAKS, CA, 91423	(818) 441-4632
14689001	TREE PRESERVATION COMPANY 430 N. CHESTER AVE., STE. 106, PASADENA, CA, 91106	(626) 628-5224
13312601	TREE PRESERVATION, INC. 9722 MARCUS AVE, TUJUNGA, CA, 91042	(818) 353-8733
13848501	TRI VALLEY LANDSCAPE 7 DUESENBERG DRIVE, WESTLAKE VILLAGE, CA, 91362	(805) 494-7160
11263101	TROPICAL CREATIONS, INC. 14560 CALVERT STREET, VAN NUYS, CA, 91411	(818) 782-0005 Ext:202
52607901	TRUGREEN LANDCARE 1323 W. 130TH ST., GARDENA, CA, 90247-1503	(310) 354-1520
52607902	TRUGREEN LANDCARE 1367 W. 9TH ST., UPLAND, CA, 91786-5712	(626) 357-2481
52607903	TRUGREEN LANDCARE 7755 DEERING AVE., CANOGA PARK, CA, 91304-5653	(818) 346-7552 Ext:222
52607904	TRUGREEN LANDCARE 1150 W. TRENTON AVENUE, ORANGE, CA, 92867	(714) 628-1010
52607905	TRUGREEN LANDCARE MIRAMAR WHOLESALE NURSERIES, 5400 GOVERNOR DRIVE, SAN DIEGO, CA, 92122-2851	(858) 552-0658 Ext:115
52607906	TRUGREEN LANDCARE DEPT 34680, PO BOX 39000, SAN FRANCISCO, CA, 94139	(310) 719-1008
52607907	TRUGREEN LANDCARE 1315 WEST 130TH STREET, GARDENA, CA, 90247	(310) 719-1008
52887901	UNITED PACIFIC SERVICES 120 E. LA HABRA BLVD., STE 107, LA HABRA, CA, 90631-2310	(562) 691-4600 Ext:225
52887902	UNITED PACIFIC SERVICES 120 EAST LA HABRA BOULEVARD, SUITE 107, LA HABRA, CA, 90631-2310	(562) 691-4600
13811401	UNIVERSO CLEANING INC. 111 S. GARFIELD BLVD., STE 101-A, MONTEBELLO, CA, 90640	(323) 574-0089
16535901	URBAN HABITAT ENVIRONMENTAL LANDSCAPES PO BOX 803036, SANTA CLARITA, CA, 91380	(661) 310-0405 Ext:701
13133801	VALLEY LIGHT INDUSTRIES INC 5358 IRWNDALE AVE, UNIT B, BALDWIN PARK, CA, 91706	(626) 337-6200
16144801	VENCO WESTERN 2400 EASTMAN AVE, OXNARD, CA, 93030	(805) 431-7194
15012201	VERONICA MEJIA 1240 E ONTARIO AVE #102, CORONA, CA, 92881	(951) 278-3801
52439101	VILLA ESPERANZA SERVICES 2116 E. VILLA ST., PASADENA, CA, 91107-2435	(805) 446-1939 Ext:205
16497901	WALTON FACILITIES MANAGEMENT 6860 CANBY AVENUE, #102, RESEDA, CA, 91335	(310) 295-2067
10894101	WD ENTERPRISE, INC PO BOX 8804, WICHITA, KS, 67208-0804	(316) 686-0069
16091601	WE SERVICE AMERICA, INC. 10311 S. LA CIENEGA BLVD., LOS ANGELES, CA, 90045	(310) 743-3000 Ext:293

Vendor ID	Company Name	Phone
16082601	WIEDMANN BROS. DISTRIBUTING CO., LLC 3940 LAUREL CANYON BLVD., STE. 1457, STUDIO CITY, CA, 91604	(623) 934-8973 Ext:10
16024901	WILLOWBROOK LANDSCAPE INC. 14930 FARMINGTON ST., HESPERIA, CA, 92345	(760) 713-5686
05696501	WOODS MAINTENANCE SERVICES INC HYDRO PRESSURE SYST & GRAFFITI CONTROL SYST, 7260 ATOLL AVE, NORTH HOLLYWOOD, CA, 91605-4104	(818) 503-8240 Ext:105
05696502	WOODS MAINTENANCE SERVICES INC HYDRO PRESSURE SYST & GRAFFITI CONTROL SYST, 7260 ATOLL AVENUE, NORTH HOLLYWOOD, CA, 91605-4104	(818) 764-2515
50314701	WURZEL LANDSCAPE 3214 OAKDELL RD., STUDIO CITY, CA, 91604-4221	(818) 762-8653
14807101	Z&T VENTURES, INC. SERVICE-SCAPE, 9716 COTTONWOOD WAY, ALTA LOMA, CA, 91737	(909) 702-1045

EXHIBIT 7

County of Los Angeles - Community Business Enterprise (CBE) Program

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.

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Rich Meier's Landscaping, Inc.

☒ **I AM NOT** ☐ **I AM** **A Local SBE certified by the County of Los Angeles Internal Services Department as of the date of this proposal/bid submission.**

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: 10919801

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 gender, race, creed or color.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise ☐ Other (Please Specify) _____

Total Number of Employees (including owners): 52

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black / African American						
Hispanic / Latino		1	2		45	1
Asian or Pacific Islander						
American Indian/ Alaskan Native						
Filipino American						
White						3

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

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

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

Agency Name	Minority	Women	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.

Authorized Signature:	Title:	Date:
	President	04/14/2014

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PARKS AND RECREATION

AND

RICH MEIER'S LANDSCAPING, INC.

FOR

ANTELOPE VALLEY AREA PARKS

MOWING SERVICES

78278

SAMPLE CONTRACT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
RECITALS		1
1.0	APPLICABLE DOCUMENTS	2
2.0	DEFINITIONS	2
3.0	CONTRACTOR SERVICES	4
4.0	TERM OF CONTRACT	4
5.0	CONTRACT SUM	5
6.0	ENFORCEMENT OF CONTRACT	8
7.0	CONTRACTOR'S STAFF	8
8.0	CHANGE NOTICES AND AMENDMENTS	11
9.0	STANDARD TERMS AND CONDITIONS	
9.1	ASSIGNMENT AND DELEGATION	12
9.2	AUTHORIZATION WARRANTY	13
9.3	BUDGET REDUCTIONS	13
9.4	COMPLAINTS	14
9.5	COMPLIANCE WITH APPLICABLE LAW	16
9.6	COMPLIANCE WITH CIVIL RIGHTS LAWS	16
9.7	COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM	16
9.8	CONFLICT OF INTEREST	18
9.9	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR RE-EMPLOYMENT LIST	19
9.10	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS	19
9.11	CONTRACTOR RESPONSIBILITY AND DEBARMENT	20
9.12	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT	23
9.13	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	23
9.14	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	24
9.15	CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	24
9.16	COUNTY'S QUALITY ASSURANCE PLAN	25
9.17	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS	25
9.18	EMPLOYMENT ELIGIBILITY VERIFICATION	26
9.19	FACSIMILE REPRESENTATIONS	26
9.20	FAIR LABOR STANDARDS	27

SAMPLE CONTRACT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
9.21	GOVERNING LAW, JURISDICTION, AND VENUE	27
9.22	INDEPENDENT CONTRACTOR STATUS	27
9.23	INDEMNIFICATION	28
9.24	GENERAL PROVISION FOR ALL INSURANCE REQUIREMENTS	28
9.25	INSURANCE COVERAGE REQUIREMENTS	33
9.26	INTERPRETATION OF MOWING SPECIFICATIONS	34
9.27	NONDISCRIMINATION AND AFFIRMATIVE ACTION	35
9.28	NON-EXCLUSIVITY	37
9.29	NOTICE OF DELAYS	37
9.30	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	37
9.31	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	38
9.32	NOTICES	38
9.33	PREVAILING WAGES	38
9.34	PUBLIC RECORDS ACT	39
9.35	PUBLICITY	40
9.36	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	41
9.37	RECYCLED BOND PAPER	43
9.38	GREEN INITIATIVE	43
9.39	REMEDIES/LIQUIDATED DAMAGES	44
9.40	RIGHT OF ENTRY	45
9.41	SUBCONTRACTING	46
9.42	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED TAX REDUCTION PROGRAM	48
9.43	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	48
9.44	TERMINATION FOR CONVENIENCE BY COUNTY	48
9.45	TERMINATION FOR DEFAULT	50
9.46	TERMINATION FOR IMPROPER CONSIDERATION	53
9.47	TERMINATION FOR INSOLVENCY	54
9.48	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	54
9.49	TERMINATION FOR NON-APPROPRIATION OF FUNDS	54
9.50	TERMINATION UPON TRANSFER OF TITLE, MOWING RESPONSIBILITY, OR PARK CLOSURE	55
9.51	VALIDITY	57
9.52	WAIVER	57
9.53	WARRANTY AGAINST CONTINGENT FEES	57
9.54	CONTRACTOR PERFORMANCE HISTORY	58

SAMPLE CONTRACT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
10.0	UNIQUE TERMS AND CONDITIONS	
10.1	COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM	58
10.2	LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM	68
10.3	TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM	69
10.4	DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM	70
10.5	COMPLIANCE WITH THE COUNTY'S SMOKING BAN ORDINANCE	71
11.0	ENTIRE CONTRACT	72
	SIGNATURES	73

STANDARD EXHIBITS

A PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES
B STATEMENT OF WORK
C PREVAILING WAGE DETERMINATIONS
D CONTRACTOR'S EEO CERTIFICATION
E PUBLIC WORKS PAYROLL REPORTING FORM
F CONTRACTOR'S QUALITY CONTROL PLAN
G INTERNAL REVENUE SERVICE NOTICE NO. 1015
H JURY SERVICE ORDINANCE
I SAFELY SURRENDERED BABY LAW
J LIVING WAGE ORDINANCE
K MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFITS PAYMENT
L PAYROLL STATEMENT OF COMPLIANCE
M EMPLOYEE NOTICE OF LIVING WAGE HANDOUT (ENGLISH/SPANISH)
N CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
O COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM
P GREEN INITIATIVE CERTIFICATION OF COMPLIANCE
Q COUNTY'S SMOKING BAN ORDINANCE
R DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE FORM

CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
RICH MEIER'S LANDSCAPING, INC.
FOR
ANTELOPE VALLEY AREA PARKS
MOWING SERVICES

This Contract and Exhibits made and entered into this 7th day of October, 2014, by and between the County of Los Angeles, hereinafter referred to as the County, and Rich Meier's Landscaping, Inc., hereinafter referred to as the Contractor.

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, et seq., the County is permitted to contract with private businesses to perform services when it is more economical or feasible to do so; and

WHEREAS, the Contractor is duly licensed and certified to engage in the business of Mowing Services; and warrants that it possesses the competence, expertise, equipment, resources and personnel necessary to provide such services; and

WHEREAS, the Contractor has submitted a proposal to the County for provision of such services and based upon an evaluation of the proposals under Los Angeles County Code Section 2.121.320 the Contractor has been selected for recommendation for award of such contract.

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

78278

1.0 APPLICABLE DOCUMENTS

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

1.1	EXHIBIT A	Pricing and Billing Schedule and Performance Frequencies
1.2	EXHIBIT B	Statement of Work
1.3	EXHIBIT C	Prevailing Wage Determinations
1.4	EXHIBIT D	Contractor's EEO Certification
1.5	EXHIBIT E	Public Payroll Reporting Form
1.6	EXHIBIT F	Contractor's Quality Control Plan
1.7	EXHIBIT G	IRS Form 1015
1.8	EXHIBIT H	Jury Service Ordinance
1.9	EXHIBIT I	Safely Surrendered Baby Law
1.10	EXHIBIT J	Living Wage Ordinance
1.11	EXHIBIT K	Monthly Certification for Applicable Health Benefits Payment
1.12	EXHIBIT L	Payroll Statement of Compliance
1.13	EXHIBIT M	Employee Living Wage Notice Handouts (English/Spanish)
1.14	EXHIBIT N	Contractor Acknowledgement and Confidentiality Agreement
1.15	EXHIBIT O	County's Defaulted Property Tax Reduction Program
1.16	EXHIBIT P	Green Initiative Certification of Compliance
1.17	EXHIBIT Q	County's Smoking Ban Ordinance
1.18	EXHIBIT R	Disabled Veteran Business Enterprise Preference Form

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 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of services.

2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by this Contract.

2.3 **Board of Supervisors:** The Board of Supervisors of the County of Los Angeles acting as governing body or their designee.

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

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

2.6 **County Contract Manager:** Person designated by the Director with authority to manage the operations related to this Contract, or his/her authorized representative.

2.7 **Department:** The County of Los Angeles Department of Parks and Recreation acting on behalf of the County for matters relating to this Contract.

2.8 **Director:** The Director of the Department of Parks and Recreation, County of Los Angeles, acting on behalf of the County on contractual or administrative matters relating to the enforcement of this Contract, or his authorized representative(s).

2.9 **Monthly Contract Sum:** The amount of one-twelfth (1/12) of the total annual amount of compensation, or a prorated monthly amount, to be paid by the County for services rendered by the Contractor under the terms and conditions of this Contract.

2.10 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.

2.11 Day(s): Calendar day(s) unless otherwise specified.

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

3.0 CONTRACTOR SERVICES

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

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

3.3 Contractor shall notify the Director in writing as soon as reasonably possible on the same day of discovery of any damage due to extraordinary incidents such as Acts of God and suspected third party negligence.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be for five (5) years commencing **December 1, 2014** following the Board of Supervisors' approval, and continuing through **November 31, 2019**, unless terminated sooner or extended, in whole or in part, as provided in this contract.

4.2 The County shall have the sole option to extend the Contract term for up to three (3) additional one-year periods. Each such option year shall be exercised at the sole discretion of the Director, which may include a cost of living adjustment (COLA) per option year as provided for in Paragraph 5.4, hereinafter.

4.3 The Contractor shall notify the Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided in Subparagraph 9.32, Notices, of this Contract.

4.4 By reasons or acts beyond the control of the County, this Contract may be terminated by the County without liability or damages whenever the

County is prevented by operation of laws, Acts of God, or by the official action of Local, State or Federal authorities from complying with the provisions of this Contract.

5.0 CONTRACT SUM

5.1 The contract sum under the terms of this Contract shall be the total monetary amount payable by the County to the Contractor for provision of Mowing Services. Said sum shall comply with Exhibit A, Pricing and Billing Schedule and Performance Frequencies.

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

5.3 In no event shall the Contractor be entitled to compensation exceeding the total contract amount unless the contract is amended in writing pursuant to Section 8.0, Change Notices and Amendments.

5.4 Cost of Living Adjustment (COLA)

If the County elects in its sole determination to exercise the option years, the contract sum (hourly, daily, monthly, etc.), identified hereinabove, may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Office (CEO) as of each July 1 for the

prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries; no COLA adjustments will be granted. Where the County decides to grant a COLA adjustment pursuant to this paragraph for contract option years, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the contractor can show his/her labor cost will actually increase. Further, before any COLA increase shall take effect and become part of this Contract, it shall first require a written amendment to this Contract that has been formally approved and executed by all parties.

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

The Contractor shall have no claim against the 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 the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.6 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Director at the address herein provided under Subparagraph 9.32, Notices, of this Contract.

5.7 Invoices and Payments

5.7.1 The Contractor shall invoice the County monthly in arrears for providing the tasks, deliverables, goods, services, and other work specified in Exhibit B, Statement of Work, and priced in accordance

with Exhibit A, Pricing and Billing Schedule and Performance Frequencies.

5.7.2 The Contractor shall present two (2) copies of the monthly invoice for work performed during the preceding month. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. Said invoices shall include all required certifications and reports as provided for in this Contract, including Subparagraph 10.1, Compliance with the County's Living Wage Program, Exhibit J, and Statement of Work, Section 3, Certifications/Reports. No invoice will be approved for payment unless the required subject documents identified hereinabove are included with the invoice.

5.7.3 The Contractor shall submit the monthly invoices to the County on or before the 15th calendar day of each month in the amount of one-twelfth (1/12) of the total annual amount of compensation, or a prorated monthly amount, to be paid by the County for services rendered by the Contractor under the terms and conditions of this Contract. Said payment shall be made within thirty (30) days upon receiving a properly prepared and correct invoice, providing that all work performed during the preceding month has been inspected and accepted by the Director and that applicable certifications and reports have been submitted in accordance with the provisions of this Contract.

5.7.4 All invoices submitted by the Contractor for payment must have the written approval of the Director prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. The Contractor shall look for payment exclusively from the funds having been allocated by the County for such services.

5.7.5 Local Small Business Enterprises – Prompt Payment Program
Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined

as fifteen (15) calendar days after receipt of an undisputed invoice.

6.0 ENFORCEMENT OF CONTRACT

6.1 The Director shall be responsible for the enforcement of this Contract on behalf of the County and shall be assisted therein by those officers and employees of the County having duties in connection with the administration thereof. The Director hereby reserves the right to: a) assign such personnel as are needed to serve as Contract Monitor(s) in order to inspect and review the Contractor's performance of, and compliance with, all contractual services, duties, obligations, responsibilities, administrative procedures and staffing as set forth in this Contract, and b) require the Contractor to provide such written documentation and/or regular reports as the Director deems necessary to verify and review the Contractor's performance under this Contract.

6.2 The County reserves the right to perform inspections at any time for the purpose of maintaining the Contractor's compliance with all Contract terms and conditions and performance standards.

6.3 The Contractor hereby agrees to cooperate with the Director, County Contract Managers and Monitors, and any appropriate Federal or State representative, in the review and monitoring of the Contractor's service program, records and procedures at any reasonable time, as requested by the County.

6.4 In the event the County commences legal proceedings for the enforcement of this Contract or recovery of the premises herein, the Contractor does hereby agree to pay any sum which may be awarded to the County by the Court for attorney's fees and costs incurred in the action brought thereon.

7.0 CONTRACTOR'S STAFF

7.1 At any time prior to or during the term of this Contract, the County may require that all of the Contractor's staff performing work under this Contract undergo and pass, to the satisfaction of the County, a

background investigation, as a condition of beginning and continuing to work under this Contract. The County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the sole expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation. All background reports on current and future staff hired by the Contractor will be submitted to the Director.

7.1.1 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.

7.1.2 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.

7.1.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.1 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.2 The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein. The Contractor's employees, whether assigned to any one facility or as part of a crew serving any number of facilities, shall include at least one individual who speaks and comprehends the English language.

7.3 The Contractor shall designate a person who will be able to respond to emergencies after normal business hours. Designee shall be available for

notification through a cell phone, answering service, beeper or electronic mail communication device to receive or respond to emergency situations.

7.4 The Director 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.

7.5 The Director may at any time give the Contractor written notice to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the Director, detrimental to the interest of the public patronizing the premises. The Contractor shall meet with the Director or his authorized representative to consider the appropriate course of action with respect to the matter and the Contractor shall take reasonable measures under the circumstances to assure the Director that the conduct and activities of the Contractor's employee(s) will not be detrimental to the interest of the public patronizing the premises.

7.6 The Director may require the Contractor to establish an identification system for personnel assigned to the facilities which clearly indicates to the public the name of the Contractor responsible for the mowing services. The identification system shall be furnished at the Contractor's expense and may include, but not be limited to, appropriate attire and/or name badges as specified by the Director.

7.7 The Contractor shall require each of his employees to adhere to basic public works standards of working attire. These are basically: uniforms, proper shoes and other gear as required by State Safety Regulations, and the proper wearing of the clothing. Shirts shall be worn at all times and shall be buttoned.

7.8 The Contractor shall provide readily available transportation or access within 300 feet to toilet facilities to employees who are working in the field during normal business hours for the duration of the contract term. In the event that the Contractor provides a toilet structure for its employees, the toilet structure must be clean and in good working order and supplied with adequate toilet supplies.

7.9 Confidentiality

7.9.1 The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

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

7.9.3 The Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit N.

8.0 CHANGE NOTICES AND AMENDMENTS

The County reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions that may be necessary. All such revisions shall be accomplished in the following manner:

8.1 A Change Notice shall be prepared, and executed by the Contractor and the Director for any changes, deemed by the Director as necessary for the proper mowing services of the area, and which affect the Contractor's service requirements set forth in Exhibit B, and any corresponding changes in the Contract Sum, not to exceed the annual contract amount plus ten percent (10%).

8.2 For any change which affects any other term or condition included in this Contract, or any changes in the Contractor's service requirements as set forth in Exhibit B that exceeds the annual contract amount plus ten percent (10%), excluding the provisions of Paragraph 5.4 (COLA) hereinabove, an Amendment shall be prepared therefore, executed by the Contractor, and thereafter by the County's Board of Supervisors.

8.3 The County's Board of Supervisors, Chief Executive Officer, or designee may require the addition of and/or change 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 orders, an Amendment to the Contract shall be prepared and executed by the Contractor and the Director.

8.4 The Director may, at his sole discretion, authorize extensions of time as defined in Section 4.0, Term of Contract, of this Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the periods of such extensions. To implement an extension of time, a "Notice to Extend" letter shall be prepared and executed by the Director.

9.0 STANDARD TERMS AND CONDITIONS

9.1 ASSIGNMENT AND DELEGATION

9.1.1 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 the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, 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 the County's sole discretion, against the claims, which the Contractor may have against the County.

9.1.2 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 the 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 the County in accordance with applicable provisions of this Contract.

9.1.3 If 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 the 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, 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.

9.2 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.

9.3 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.

9.4 COMPLAINTS

9.4.1 Within ten (10) business days after the effective date of this Contract, the Contractor shall provide the County with its plan for receiving, responding and abating all inquiries and complaints received from the Director, County personnel, or patrons using the facilities. The County will review and approve said plan or request changes. If changes are requested, the Contractor shall resubmit the revised plan within five (5) business days for approval. Changes by the Contractor must first be approved by the County before implementation.

9.4.2 During the term of this contract, the Contractor shall maintain an office located in the Los Angeles Metropolitan Area. In addition, the Contractor shall maintain a telephone at the office that is listed in the telephone directory in its own name or in the firm name by which it is most commonly known.

9.4.3 During normal business hours, Contractor shall have a responsible employee(s) to receive all inquiries and complaints that may be received from the Director, County personnel or patrons using the facilities and take the necessary action. An answering service shall be considered an acceptable substitute to full-time coverage, provided the Contractor is advised of any complaint within one (1) hour of receipt of such complaint by the answering service. The Contractor's employee(s) responsible for providing the mowing services shall be available for notification through cell phone, answering service, beeper or electronic mail communications during normal business hours.

9.4.4 During normal days and hours of operation, whenever immediate action is required to prevent impending injury, death or property damage to the facilities being maintained, the County may, after a

reasonable attempt to notify the Contractor, cause such action to be taken by the County work force and shall charge the cost thereof as determined by the Director, against the Contractor, or may deduct such cost from an amount due to the Contractor from the County.

9.4.5 The Contractor shall maintain a written log of all complaints. The log shall include the name of the employee logging the complaint, the date and time of the complaint, the facility where the complaint is about, a description of the complaint, the name and address of the complainant, and the action taken or the reason for non-action. The log of complaints shall be submitted monthly with the Contractor's invoice and shall be open to the inspection of the Director at all reasonable times.

9.4.6 All complaints shall be abated as soon as possible after notification; but in all cases within 24 hours, to the satisfaction of the Director. If any complaint is not abated within 24 hours, the Director shall be notified immediately of the reason for not abating the complaint followed by a written report to the Director within five (5) days. If the complaints are not abated within the time specified or to the satisfaction of the Director, the Director may correct the specific complaint and the total cost incurred by the County will be deducted and forfeit from the payments owing to the Contractor from the County.

9.4.7 Contractor shall provide and maintain at its own expense an active local or toll free telephone number to make sure that emergency calls can be received. The Contractor or his/her designated person shall ensure that emergency calls can be received after normal business hours on a 24 hour, 7 day a week basis. The Contractor or his/her designee shall maintain a cell phone, answering service, beeper or electronic mail communication device to receive and respond to all calls in the event of an emergency.

9.5 COMPLIANCE WITH APPLICABLE LAW

9.5.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

9.5.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

9.6 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

9.7 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

9.7.1 Jury Service Program

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

9.7.2 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 (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Subparagraph, "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 (1) or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (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 ninety (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 Subparagraph. The provisions of this Subparagraph 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 demonstrates 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. The Contractor's violation of this Subparagraph of the Contract 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 and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

9.8 CONFLICT OF INTEREST

9.8.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or

have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

9.8.2 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 Subparagraph shall be a material breach of this Contract.

9.9 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.

9.10 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

9.10.1 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.

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

9.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT

9.11.1 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.

9.11.2 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 (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

9.11.3 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.

9.11.4 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.

9.11.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

9.12 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

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

9.13 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. For information on how to obtain the posters, go to www.babysafela.org.

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

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

9.14.2 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).

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

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

9.15.2 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.

9.16 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent(s) 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.

9.17 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

9.17.2 All damage resulting from chemical operation, either spray-draft or lateral leaching, shall be corrected in accordance with the maintenance standards provided by the Director and the soil conditioned to insure its ability to support plant life.

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

9.18 EMPLOYMENT ELIGIBILITY VERIFICATION

9.18.1 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.

9.18.2 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.

9.19 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 Change Notices and Amendments prepared, pursuant to Section 8.0, and received via communications facsimiles, as legally sufficient evidence that such original signatures have been affixed to Change Notices and 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.

9.20 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.

9.21 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.

9.22 INDEPENDENT CONTRACTOR STATUS

9.22.1 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.

9.22.2 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.

9.22.3 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.

9.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnities") 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 Indemnities.

9.24 GENERAL PROVISIONS FOR ALL INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of the 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 9.24 and 9.25 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.

9.24.1 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 ten 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- 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 the Director, Attention: Contracts, Golf and Special Districts Division, 301 North Baldwin Avenue, Arcadia, CA 91007-2697 prior to commencing services under this Contract.
- Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a

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

9.24.2 Additional Insured Status and Scope of Coverage

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

9.24.3 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.

9.24.4 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 payment(s) 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.

9.24.5 Insurer Financial Ratings

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

9.24.6 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.

9.24.7 Waivers of Subrogation

The Contractor, to the fullest extent permitted by law; hereby waives its rights and, its insurer(s)' rights, of recovery against the

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 affect such waiver.

9.24.8 Subcontractor Insurance Coverage Requirements

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

9.24.9 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.

9.24.10 Claims Made Coverage

If any part of the Required Insurance is written on a claim 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.

9.24.11 Application of Excess Liability Coverage

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

9.24.12 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.

9.24.13 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.

9.24.14 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.

9.25 INSURANCE COVERAGE REQUIREMENTS

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

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

9.25.2 **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 and the transport of mobile equipment pursuant to this Contract, including owned, leased, hired, and/or non-owned autos and/or mobile equipment, as each may be applicable.

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

9.26 INTERPRETATION OF MOWING SPECIFICATIONS

9.26.1 Should any misunderstanding arise, the Director will interpret this Contract. If the Contractor disagrees with the interpretation of the Director, the Contractor shall continue with the work in accordance with the Director's interpretation. Within thirty (30) days after receipt of the interpretation, the Contractor may file a written request for a hearing before a Disputes Review Panel as

provided hereinafter. The written request shall outline in detail the area of dispute.

9.26.2 The Disputes Review Panel will be appointed by the Director and will be composed of not less than three (3) County personnel having experience in the administration of mowing contracts. The panel will convene within one (1) week of appointment in order to hear all matters related to the dispute. The hearing will be informal and formal rules of evidence will not apply. The Panel will submit its recommendation to the Director, for his consideration, within one (1) week following the conclusion of the hearing. The Director shall render an interpretation based upon his review of the Panel's recommendation.

9.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

9.27.1 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.

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

9.27.3 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.

9.27.4 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, or physical or mental disability, marital status, or political affiliation.

9.27.5 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.

9.27.6 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 Subsection 9.27 when so requested by the County.

9.27.7 If the County finds that any provisions of this Subsection 9.27 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

9.27.8 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.

9.28 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 of Parks and Recreation from acquiring similar, equal or like goods and/or services from other entities or sources.

9.29 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) day, give notice thereof, including all relevant information with respect thereto, to the other party, as set forth in Subparagraph 9.32 below and by facsimiles, electronic mail and telephone call as set forth herein:

	Notice to the County:	**Notice to the Contractor:**
Name:	Irene Shobert	Richard Meier
Phone:	(626) 821-4605	(661) 723-2220
Fax:	(626) 4447-8573	(661) 723-2229
Email:	ishobert@parks.lacounty.gov	rmlandscaping@verizon.net

9.30 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. The notice is set forth in Exhibit G of this Contract.

9.31 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

9.32 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. The address to be used for any given notice served by mail upon the Contractor shall be Rich Meier's Landscaping, Inc., Attention: Richard Meier, 652 West Avenue L14, Lancaster, CA, 93534. Any notice served by mail upon the County shall be addressed to the County of Los Angeles Department of Parks and Recreation, Attention: Contracts, Golf & Special Districts Division, 301 North Baldwin Avenue, Arcadia, CA 91007-2697, or such other place as may hereinafter be designated in writing to the Contractor by the Director. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

9.33 PREVAILING WAGES

In accordance with the provisions of Article 2, Chapter 1, Part 7, Division 2 of the Labor Code, the State Department of Industrial Relations has ascertained the prevailing rate of per diem wages in the locality wherein the work is to be performed to be paid each craft or type of worker or mechanic needed to properly perform and complete the contemplated work. The Prevailing Wage for Mowing Laborers is set forth in Exhibit C of this Contract and the prevailing wage determination rates issued by the

State Department of Industrial Relations for other craft or type of worker or mechanic that may be utilized to perform the specified work is on file with the Los Angeles County Department of Parks and Recreation, Project Management Agency, and all of these rates will apply to any Contract entered into pursuant thereto. Under the terms of the aforementioned sections, it will be required that no less than the rates so ascertained and set forth shall be paid to all laborers, workers or mechanics employed or engaged in said work. For each person so employed or engaged whether by the Contractor or any subcontractor under him who is paid at a rate less than that specified for the particular work performed, the Contractor shall forfeit to the County as a penalty the sum of Twenty-Five Dollars ($25) for each day or portion thereof for which said person was paid less than the specified prevailing wage. The provisions of Section 1775 of the Labor Code shall be complied with by the Contractor. Wages to be paid apprentices employed or engaged in the contemplated work shall be determined in the manner provided by Section 1777.5 of the Labor Code.

9.34 PUBLIC RECORDS ACT

9.34.1 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 Section 9.36, 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.

9.34.2 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 any action or liability arising under the Public Records Act.

9.35 PUBLICITY

9.35.1 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:

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

b. 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 Director. The County shall not unreasonably withhold written consent.

9.35.2 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 Subparagraph 9.35 shall apply.

9.36 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.

9.36.1 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).

9.36.2 Failure on the part of the Contractor to comply with any of the provisions of this Subparagraph 9.36 shall constitute a material

breach of this Contract upon which the County may terminate or suspend this Contract.

9.36.3 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 the 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.

9.36.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that

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

9.37 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.

9.38 GREEN INITIATIVES

Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. Contractor shall purchase, store, and use environmentally and human friendly products that are compatible with products used by County. County shall determine and approve Contractor's products prior to their use.

9.39 REMEDIES/LIQUIDATED DAMAGES

9.39.1 If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, at his 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. 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 in a written notice describing the reasons for said action.

9.39.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the Contractor over a certain time span, the Director 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 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 said specified time frame. 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 said specified timeframe. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is three percent (3%) of the monthly mowing amount or One Hundred Dollars ($100) per day, whichever is greater 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 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 completion of the work by an alternate source, whether it be County forces or a separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County. The action above shall not be construed as a penalty but as an adjustment of payment to the Contractor to recover County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

9.39.3 In addition to the remedies provided heretofore, this Contract may be terminated per Subsection 9.45, Termination for Default, of the Contract upon the Contractor's failure to correct deficiencies in a timely manner.

9.39.4 This Subparagraph 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 Subparagraph 9.39.2 above, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

9.40 RIGHT OF ENTRY

9.40.1 In the event this Contract is suspended or terminated in whole or in part, by the Board of Supervisors, the Board of Supervisors may instruct the Director to assume the responsibility of said Contract, employ the necessary workers, purchase materials and supplies as may be necessary for the proper performance of the work contracted. For the purpose of satisfying and/or mitigating damages arising from a breach of this Contract, any excess costs as determined by the Director, arising therefrom over and above the compensation set forth within this Contract, may be charged against the Contractor.

9.40.2 In the event of such suspension or termination, all moneys due to Contractor or retained as security under the terms of this Contract shall be retained by the County; but such retention will not release

the Contractor from liability for failure to perform under the terms of this Contract.

9.40.3 If in the sole discretion or judgment of the Director, and in accordance with Subparagraph 9.39, Remedies/Liquidated Damages, of this Contract, the Contractor and/or its employee(s) are not properly performing the services required under this Contract, then the Contractor and/or all of its employees may be temporarily replaced by County personnel and payment to be made by the County may be suspended while the matter is being investigated. In addition, the total cost as determined by the Director, incurred by County personnel shall be deducted and forfeited from the monthly payment to the Contractor from the County.

9.41 SUBCONTRACTING

9.41.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance written 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.

9.41.2 If the Contractor desires to subcontract, the Contractor shall provide the following information along with its written request to subcontract promptly at the County's request:

a. A description of the work to be performed by the subcontractor;
b. A draft copy of the proposed subcontract; and
c. Other pertinent information and/or certifications requested by the County.
d. The Contractor shall ensure delivery of all such documents to the Department at the address provided in Subsection 9.32, Notices, before any subcontractor employee may perform any work hereunder.

9.41.3 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.

9.41.4 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.

9.41.5 The Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.

9.41.6 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.

9.41.7 In the event the Director should consent to subcontracting:

a. each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties; and

b. the Contractor shall include in all subcontracts the following provision: "This Contract is a subcontract under the terms and conditions of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

9.41.8 The Contractor shall obtain all Certificates of Insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County, from each approved Subcontractor.

9.41.9 The Contractor shall indemnify, defend, and hold harmless County from any and all liability arising or resulting from the

employment of any subcontractors and their employees in the same manner as for the Contractor's own employees.

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

9.42.1 Failure of Contractor to maintain compliance with the requirements set for in Paragraph 9.15 "Contractor's 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 provisions of this contract, failure of contractor to cure such default within ten (10) days of notice shall be grounds upon which county may terminate this contract and/or pursue debarment of Contractor, pursuant to County code chapter 2.206.

9.43 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 Subparagraph 9.15, 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 Subparagraph 9.44, Termination for Default, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

9.44 TERMINATION FOR CONVENIENCE BY COUNTY

9.44.1 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 delivery to the Contractor of a Notice of Termination 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.

9.44.2 After receipt of a Notice of Termination and except as otherwise directed by the County, the Contractor shall:

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

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

9.44.3 After receipt of a Notice of Termination, the Contractor shall submit to the Director, in the form and with the certification as may be prescribed by the County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of the Contractor to submit its termination claim and invoice within the time allowed, the County may determine, on the basis of information available to the County, the amount, if any, due to the Contractor in respect to the termination, and such determination shall be final. After such determination is made, the County shall pay the Contractor the amount so determined.

9.44.4 Subject to the provisions of the paragraph immediately above, the County and the Contractor shall negotiate an equitable amount to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause which amount may include a reasonable allowance for profit on services rendered but shall not include an allowance on services terminated. The County shall pay the agreed amount, provided that such amount shall not exceed the total funding obligated under this Contract as reduced by the amount of payments otherwise made and as further reduced by the contract price of services not terminated.

9.44.5 In the event that, following service of the Notice of Termination of this Contract under the provisions of this clause, it is determined

for any reason that the Contractor was not in default under the provisions of this clause, that the default was excusable under provisions of this clause, or the Contractor has, to the satisfaction of the Director, cured any default, the Director shall issue, within five (5) business days, a rescission of the Notice of Termination, and the rights and obligations of the parties shall be the same as if the Notice of Termination had not been issued.

9.45 TERMINATION FOR DEFAULT

9.45.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, in the following circumstances:

a. The Contractor has materially breached this Contract;

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

c. The 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.

9.45.2 Upon the occurrence of Subparagraph 9.45.1, this Contract shall be subject to termination. As a condition precedent thereto, the Director shall give the Contractor a minimum of three (3) days notice by registered or certified mail or personal service of the date set for termination thereof; the grounds therefor; and that an opportunity to be heard thereon will be afforded on or before said termination date, if request is made therefor.

9.45.3 Notwithstanding the above, the Director, in his/her sole discretion, may refrain from recommending immediate termination of this Contract for default if the Director, in his/her sole discretion, determines that the default is capable of being cured and 1) the

Contractor cures its default within a five (5) day period after notice is given, or 2) if the default cannot reasonably be cured within the five (5) days after notice is given, the Contractor reasonably commences to cure its default within the five (5) day period and diligently and in good faith continues to cure the default. If the Contractor fails to cure the default to the Director's satisfaction, the Director shall recommend termination for default to the Board of Supervisors.

9.45.4 In the event that the County terminates this Contract in whole or in part as provided in this section, 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. Any excess costs, as determined by the Director, arising therefrom over and above the contract sum may be charged against the Contractor. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Subparagraph.

9.45.5 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 9.45.4 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 a 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 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 9.45.5, the term "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

9.45.6 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Subparagraph 9.45.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Subparagraph 9.45.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars ($5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the Director, or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise. These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Subsection 9.23, Indemnification.

9.45.7 In the event that, following service of the Notice of Termination of this Contract under the provisions of this Subparagraph 9.45, it is determined for any reason that the Contractor was not in default under the provisions of this Subparagraph 9.45, that the default

was excusable under provisions of this Subparagraph 9.45, or Contractor has, to the satisfaction of the Director, cured any default, the Director shall issue, within five (5) business days, a rescission of the Notice of Termination, and the rights and obligations of the parties shall be the same as if the Notice of Termination had not been issued.

9.45.8 The rights and remedies of the County provided in this Subparagraph 9.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.46 TERMINATION FOR IMPROPER CONSIDERATION

9.46.1 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.

9.46.2 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.

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

9.47 TERMINATION FOR INSOLVENCY

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

a. 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;

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

c. The appointment of a Receiver or Trustee for the Contractor; or

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

9.47.2 The rights and remedies of the County provided in this Subsection 9.47 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.48 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.

9.49 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.

9.50 TERMINATION UPON TRANSFER OF TITLE, MOWING RESPONSIBILITY OR PARK CLOSURE

Notwithstanding any other provision of this Contract, the County reserves the right to transfer title, mowing responsibility or close one or more of the facilities described in Section 2.0, "Facilities to be Mowed" of the Statement of Work, Exhibit B of this Contract (hereinafter, "Exhibit B, Section 2.0, Facilities to be Mowed").

9.50.1 In the event the County transfers title of one or more of the facilities described in Statement of Work, Exhibit B, Section 2.0, Facilities to be Mowed, to a governmental agency (assignee), the County reserves the right to:

9. 50.1.1 Terminate this Contract or, provided there is consent by an assignee, assign the County's interest in this Contract to said assignee. The County shall provide the Contractor with notice of termination or assignment of this Contract pursuant to this provision; or

9. 50.1.2 Delete the transferred facility (ies) from the Contract or, provided there is consent by an assignee, assign the portion(s) of the Contract dealing with the transferred facility (ies) to said assignee and reduce the Contract sum pro tanto. The County shall provide the Contractor with notice of deletion or assignment of said facility (ies) pursuant to this provision from this Contract.

9. 50.2 In the event the County transfers' mowing responsibility for all or a portion(s) of the facility(ies) described in Statement of Work,

Exhibit B, Section 2.0 Facilities to be Mowed, the County reserved the right to:

9. 50.2.1 Terminate this Contract or, provided there is consent by an assignee, assign the County's interest in this Contract to said assignee. The County shall provide the Contractor with notice of termination or assignment of this Contract pursuant to this provision; or

9. 50.2.2 Delete the transferred facility(ies) from the Contract or, provided there is consent by assignee, assign those portion(s) of the Contract dealing with the transferred facility(ies) to said assignee and reduce the sum of the Contract pro tanto. The County shall provide the Contractor with notice of deletion or assignment of said facility (ies) pursuant to this provision from this Contract; or

9.50.2.3 Delete transferred portion(s) of the facility(ies) from the Contract or, provided there is consent by an assignee, assign the portion(s) of the Contract dealing with the transferred portion(s) of the facility(ies) to said assignee and reduce the Contract sum pro tanto. The County shall provide the Contractor with notice of deletion or assignment of said portion(s) of facility(ies) pursuant to this provision from this Contract.

9.50.3 In the event the County closes one or more of the facilities described in Exhibit B, Section 2.0, "Facilities to be Mowed", the County reserves the right to:

9.50.3.1 Terminate this Contract upon the effective date of such closure(s). Upon the effective date of park closures(s), the Contractor shall immediately cease its operations, and within fifteen (15) days there from remove all items of its personal property, equipment and inventory. The

County shall provide advance notice to the Contractor of such park closure(s); or

9. 50.3.2 Delete the facility(ies) to be closed from the Contract and reduce the Contract sum pro tanto. Upon the effective date of park closure(s), the Contractor shall immediately cease its operations at said facility(ies), and within fifteen (15) days there from remove all items of its personal property, equipment and inventory. The County shall provide advance notice to the Contractor of such park closure(s).

9.51 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.

9.52 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 Subparagraph 9.52 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.53 WARRANTY AGAINST CONTINGENT FEES

9.53.1 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.

9.53.2 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.

9.54 CONTRACTOR PERFORMANCE HISTORY

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

10.0 UNIQUE TERMS AND CONDITIONS

10.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

10.1.1 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 L and incorporated by reference into and made a part of this Contract.

10.1.2 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 in Subsection 5 of this Subparagraph 10.1.2, 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 Subparagraph, "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 Subparagraph. The provisions of this Subparagraph 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 forty (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 thirty-five (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.

10.1.3 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 as Exhibit K and Exhibit L hereto, 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.

10.1.4 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.

10.1.5 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 five (5) 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.

10.1.6 Notifications to Contractor and 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 Contractor employees.

10.1.7 Enforcement and Remedies

If the Contractor fails to comply with the requirements of this Subparagraph, the County shall have the rights and remedies described in this Subparagraph 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 One Hundred Dollars ($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 or 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 fifty dollars ($50) per Contractor's employee per day for each and every instance of an underpayment to Contractor's 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 Subsection, the County may, in its sole discretion, bar the Contractor from the award of future County contracts as described in Section 9.11.

10.1.8 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.

10.1.9 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 Subparagraph 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.

10.1.10 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.

10.1.11 Employee Retention Rights

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

a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six (6) months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.

2. The Contractor is not required to hire a retention employee who:
   a. Has been convicted of a crime related to the job or his or her performance; or
   b. Fails to meet any other County requirement for employees of a Contractor.
3. The Contractor shall not terminate a retention employee for the first ninety (90) days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

10.1.12 Neutrality in Labor Relations

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

10.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

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

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

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

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Contract; and

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

The above penalties shall also apply if the Contractor is no longer eligible for certification as a result of a change in their status and the Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

10.3 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

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

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

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

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

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract has been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

10.4 DISABLE VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.

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

If Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should

have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

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

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

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

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

10.5 COMPLIANCE WITH THE COUNTY'S SMOKING BAN ORDINANCE

This Agreement is subject to the provisions of the County's ordinance entitled Los Angeles County Code Title 17, Parks, Beaches, and Other Public Places, prohibiting smoking at County Parks ("Smoking Ban Ordinance") as codified in Sections 17.04.185 through 17.04.650 of the Los Angeles County Code.

11.0 ENTIRE CONTRACT

This document and the Exhibit(s) attached hereto constitute the entire contract between County and Contractor and its subcontractors, if any for the mowing services to be provided at Antelope Valley Area Parks. All other agreements, promises and representations with respect thereto, other than those contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document, and the Exhibit(s) attached hereto, the terms, conditions, promises and covenants relating to the mowing services of Antelope Valley Area Parks. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions thereof unenforceable, invalid or illegal. No change to this Contract shall be valid unless prepared pursuant to Subparagraph 8.0, Changes Notices and Amendments, and signed by both parties.

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

COUNTY OF LOS ANGELES

By _____
Don Knabe
Chairman, Board of Supervisors

CONTRACTOR

By _____
Rich Meier's Landscaping, Inc.

APPROVED AS TO FORM:

RICHARD D. WEISS
Acting County Counsel

By _____
Christina A. Salseda
Principal Deputy, County Counsel

Corporate - Single

STATE OF CALIFORNIA }
} **s.s.**
COUNTY OF LOS ANGELES }

On this **26TH** day of **August**, **2014**, before me, Dean C. Logan, the Registrar-Recorder/County Clerk of the County of Los Angeles, personally appeared **Richard Meier**, as the **President** of **Rich Meier's Landscape, Inc.** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that the person executed the same in his/her authorized capacity, and that by his/her signature on the instrument the Corporation upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Dean C. Logan
Registrar-Recorder/County Clerk
County of Los Angeles

By _____
Deputy County Clerk

EXHIBIT A

PRICING, BILLING SCHEDULE, AND PERFORMANCE FREQUENCIES

EXHIBIT A
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

APOLLO REGIONAL PARK
4555 West Avenue G, Lancaster CA 93510
Turf Square Footage: 1,219,680

		Frequency	Cost Per Frequency	Annual Q2!II
	Mowing S.rvlcts Operations to be performed as specified in Exhibil B SIlillement *at* Wlr1\ PAI'tT H ON-GOING MAINTENANCE TASKS Section 12, once per week April through November, for 35 fequencies and once every two weeks December through March, for 8 frequencies.	43	382.20	16,434.60
2	Edging Ope1 1 1doo1 to lle!* formed•• op•cilled In Exhibit B statement of Wrt. PART II, ON-GOING MOWNG TASKS Section 13, once ewry other week.	26	96.46	2,507.96
3	Sit. hspection & Reporting Per requirements lpecified in Exhibit B Statement of rk PART II ON-GOING MAINTENANCE TASKS Section 13	43	2.00	86.00
4	llanagement/Supervi slon Per requirements specified in Exhibit B Statement of W:l1'I< PART II ON-GOING MAINTENANCE TASKS Section 14	43	2.00	86.00
			TOTAL ANNUAL COSTS	19,114.56

GEORGE LANE PARK
5520 West Avenue L-8, Quartz Hill. CA 93536
Turf Square Footage: 491,936.06

		Frequency	Cost Per Frequency	Annual
	Mowing Services Operations to be performed 1 1 lpecified in Exhibit B Statement of W:lrk PART II ON-GOING MAINTENANCE TASKS Section 12, once per week April through November, for 35 fequencies and once every two weeks December through March, for 8 frequencies.	-"3	188.00	8,084.00
2	Edging Operation• to lle performed a opeclfied In Exhibit B Statement ol 'M>ll<. PART II, ON-GOING MOWING TASKS Seellon 13, once every other week.	26	73.46	1,909.96
3	Site Inspection Reporting Per requirements lpecifled In Exhibit B Statement of Worll PART II ON-GOING MAINTENANCE TASKS Section 13	43	1.00	43.00
4	llanagement/Supervlslon Per requirements apoclfied in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 14	43	1.00	43.00
			TOTAL ANNUAL COSTS	10,079.96

EXHIBIT A
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

JACKIE ROBINSON PARK 8773 East Avenue R, littlerod<, CA 93543 Turf Square Footage: 367,767		Fr11quency	Cost Per F!!qutncy	Annual
	Mowing Servlcu Operations to be perforni.d 111p.cified in Exhibit B Stllt.rnent *ot* v.brk PART II ON-GOING MAINTENANCE TASKS Section 12, once per week April through November, *tor* 35 fequenciea nd once every two weeks December throogh March, br 8 frequencies.	'43	188.00	8,084.00
2	Edging Ope111Uons to be perfooned •opecified In Exhibit B Si.tement of Y\brk, PART II, OOING MO\t\\IING TASKS Sadlon 13 MtaAU""l/ olher...ic .	26	73.46	1,909.96
3	Site hspection £ Reporting Per requirements specilil!ld In Exhibit B Statement or W:>r1< PART IION-GOING MAINTENANCE TASKS Section 13	43	1.00	43.00
4	Management/Supervisi on Per requirements specilled In Exhibit B Statement or Wo!1I PART IION-GOING MAINTENANCE TASKS Section 14	43	1.00	43.00
			TOTAL ANNUAL COSTS	10,079.96

EVERETI MARTIN PARK 35548 North 92nd Street East, Littlerock, CA 93543 Turf Square Footage: 218,465		Frequency	Coat Per Frequtncy	Annual Coats
	Mowing Service• Operations to be perfonned 11 specified in Exhibit B Statement of !Mlr1< PART IION-GOING MAINTENANCE TASKS 5ection 12, once per week April through November, ror 35 fequencies and once every two weeks December through March, for e frequencies.	43	79.75	3,429.25
2	Edging Ope<allan• lo be pedoonlld •• opecified In E•hibit B Stalement of Woll<, PART II, ON-GOING MO\\\IING TASKS Section 13, once ev""ll other week.	26	58.46	1,519.96
3	Site hapectlon & Reporting Per requirements specilied in Elchibit B Statement ol VVo l lc PART H ON-GOING MAINTENANCE TASKS Section 13	43	1.00	43.00
4	Management/Supervision Per requirements Ip.cl in Exhibit B Statement or 'M:>rll PART II ON-GOING MAINTENANCE TASKS Section 14	43	1.00	43.00
			TOTAL ANNUAL COSTS	5,035.21

EXHIBIT A
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

PEARBLOSSOII PARK 33922 North 121st Street East, Pearblossom, CA 9: Turf Square Footage: 293,044.1		Frequency	Cost Per Frtauency	Annual SW!
	Ibwing Servk:H Operations to be pelformed as Ipecilied in Exhibit B Statement of VVork f'AAT IION-GOING MAINTI!NANCE TASKS Sedion 12, once per week April Ihrough November, for 35 lequencies and onoe •ve111 two weeks December through March, for 8 frequencies.	43	79.75	3,429.25
2	Edging Opermt!On I to be perfonri9d H tpedlied in Exhlbll B Stateme11t of Vlklrk, PART II, ON-GOING MOIMNG TASKS Sectlon 13. once •V91Y other wee!<.	26	58.46	1,519.96
3	Sit9hspection I.Reporting Per requirements specified In Exhibit B Statement of Vlk:111c PART IION-GOING MAINTENANCE TASKS Section 13	43	1.00	43.00
4	Management/Supervision Per requirements specified In Exhibit B Statement of IM:I f'ART II ON-GOING MAINTENANCE TASKS Section 14	43	1.00	43.00
			TOTAL ANNUAL COSTS	5,035.21

STEPHEN SORENSON PARK 16801 East Avenue P, Lake Los Angeles, CA 93591 Turf Square Footage: 180,680		Frequency	Cost Per Frequency	Annual
	Ib\IIIng Services Operations to be pelformed as Ipeci1 led in Exhibit B Statement of W>rk PART I I ON-GOING MAINTENANCE TASKS Section 12, once per week April through November, for 35 fequencies and once eve111 two weeks December through March, for 6 frequencies.	43	117.17	5, 038.31
2	Edging Op•,..Uono bb• perf"'1Nd oo opacifled h Exhibit B Statement *of* VIA:III<, PART II, ON-GOING MO'MNG TASKS Seclion 13, once 81/efY other week.	26	68.46	1,779.96
3	Sitehspection & Reporting Per requlremenll specifled In Exhibit B Statement of \M:lrk PART IION-GOING MAINTENANCE TASKS Seciion 13	'43	1.00	43.00
4	Management/Supervision Per requirements spedlled In Exhibit B Statement of Work PART IION-GOING MAINTENANCE TASKS Section 14	43	1.00	43.00
			TOTAL ANNUAL COSTS	6,904.27

EXHIBIT A
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

ACTON PARK 751 Syracuse Avenue Turf Square Footage: 318,600		Frequency	Cost Per F11guency	Annual
	Mowing Services Operations to be perfonned as specified inExhibit B Statement or Wlrl< PART IION-GOING MAINTENANCE TASKS Section 12, once per week April through November, *tor* 35 fequencies and once every two weeks December through March, for 8 frequencies.	43	146.82	6,313 ..26
2	Edging Operationsb b• pelformed uspecified In Exhibit B Stetement of l.M:>rk, PART II, ON-GOING MOIMNG TASKS Uon 13.once ewry other week.	26	68.46	1,779.96
3	Site hapection & Reporting Per requirements specified inExhibit B Statement of W>rll PART II ON-GOING MAINTENANCE TASKS Section 13	43	1.00	43.00
4	Management/Supervl aion Per requirements specified InExhibit B Statement or V\o\Jrl<. PART ti ON-GOING MAINTEN1'NCE TASKS Section 14	43	1.00	43.00
			TOTAL ANNUAL COSTS	8,179.22

Costs Summary

FACILITIES	ANNUAL COSTS
Apollo Regional Park	19,114.56
George Lane Parl<	10,079.96
Jackie Robinson Parl<	10,079.96
Everett Martin Parl<	5,035.21
Pearblossom Park	5,035.21
Stephen Sorenson Park	6,904.27
Acton Park	8,179.22
TOTAL CONTRACT AMOUNT	64.428 .39

EXHIBIT B

STATEMENT OF WORK

EXHIBIT B

ANTELOPE VALLEY AREA PARKS

STATEMENT OF WORK
MOWING SERVICES SPECIFICATIONS

TABLE OF CONTENTS

SECTION	HEADING	PAGE
I.	**ADMINISTRATIVE SPECIFICATIONS**	
1.	General Requirements	1
2.	Facility to be maintained	2
3.	Certifications/Reports	3
4.	. Additional Work	4
5.	Safety	4
6.	Hours and Days of Mowing Services	5
7.	Mowing Schedules	6
8.	Signs/Improvements	7
9.	Utilities	7
10.	Non-Interference	7
11.	Noise	7
II.	**ON-GOING MOWING TASKS**	
	GROUP I	
12.	Mowing	8
13.	Edging	9
14.	Weed Removal	9
15.	Group I Site Inspection and Reporting	10
16.	Group I Management Supervision	10
17.	Service Yard and Storage Area	10

Antelope Valley Area Parks

STATEMENT OF WORK

I. ADMINISTRATIVE SPECIFICATIONS

1.0 GENERAL REQUIREMENTS

1.1 The Contractor shall thoroughly complete each task in a professional, workmanlike manner. To this end, the Contractor will use quality equipment and materials that comply with all current regulations. The safety of workers and the public shall be paramount.

1.2 The Contractor shall provide the labor, materials, and equipment necessary for the provision of mowing services, except as otherwise specified hereinafter. Tasks shall be performed with nothing but the highest of standards at no less than the frequencies set forth herein.

1.3 The Contractor is hereby required to render and provide mowing services pursuant to specifications and frequencies established by the County of Los Angeles Department of Parks and Recreation, as set forth herein or revised by the County. The specific frequencies per site are identified in Exhibit A, Pricing and Billing Schedule and Performance Frequencies and performance frequencies govern the Contractor's completion of required operations.

1.4 The Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage groundcover, athletic or turf areas.

1.5 The Contractor recognizes, that during the course of this Contract, other activities and operations may be conducted by County work forces and other contracted parties. These activities may include, but not be limited to, landscape refurbishment, irrigation system modification or repair, construction and/or storm related operations . The Contractor may be required to modify or curtail certain tasks and operations and shall promptly comply with any request therefor by the Director.

1.6 The Contractor shall, during the hours and days of mowing service, as identified in Section 6.0, Hours and Days of Mowing, respond to all emergencies within two (2) hours of notification.

1.7 The Contractor shall be required to clearly identify and equip each vehicle used at said facilities with decals on the exterior right and left front door panels identifying the Contractor's name, and phone number.

1.8 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. Contractor shall purchase, store and use environmentally and human friendly products that are compatible with products used by County. County shall determine compatibility and approve Contractor's products prior to their use.

2.0 FACILITIES TO BE MAINTAINED

2.1 The facilities to be maintained under the provisions of this Contract are as follows and are specifically located at the addresses identified below:

1) Apollo Regional Park

4555 West Avenue G, Lancaster, CA 93510

2) George Lane Park

5520 West Avenue L-8, Quartz Hill, , CA 93536

3) Jackie Robinson Park

8773 East Avenue R, Littlerock, CA 93543

4) Everett Martin Park

35548 North 92nd Street East, Littlerock, CA 93543

5) Pearblossom Park

33922 North 121st Street East, Pearblossom, CA 93553

6) Stephen Sorenson Park

16801 East Avenue P, Lake Los Angeles, CA 93591

7) Acton Park

751 Syracuse Avenue, Acton, CA 93510

These facilities are landscaped with turf, groundcover, shrubs, and are irrigated by manual and/or automatic irrigation systems.

2.2 The Contractor acknowledges personal inspection of the facility and the surrounding areas and has evaluated the extent to which the physical condition thereof will affect the services to be provided. The Contractor accepts the premises in their present physical condition, and agrees to make no demands upon the County for any improvements or alterations thereof.

3.0 CERTIFICATIONS/REPORTS

3.1 Payroll and Prevailing Wage Report

The Contractor shall complete a Payroll and Prevailing Wage Certification Report which shall be made available to the Director concurrent with the monthly invoicing. The Contractor may use Exhibit E, Public Works Payroll Reporting and Certification Form, or provide the required information in a form acceptable to the Director. The monthly payment will not be made until such report is received and found acceptable by the Director.

3.2 Mowing Task Report

The Contractor shall maintain and keep current a report that records when all mowing tasks performed by the Contractor's personnel were completed. Said report shall be in a form and content acceptable to the Director and will be made available to the Director upon request. The monthly payment may not be made if such report is requested and is not made available or is in a form that is unacceptable to the Director.

3.3 Certified Monitoring Reports for Living Wage Program

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 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. (Refer to Contract Subsection 10.1.3)

4.0 ADDITIONAL WORK

4.1 As authorized in Subsection 8.0, Change Notices and Amendments, of the Contract, the Director may at his discretion, modify the Contractor's On-Going Mowing Task and Schedule when such work arises out of extraordinary incidents such as vandalism, Acts of God, and third party negligence; or services required due to new or the modification of existing facilities or recreation programs.

4.2 Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with a cost estimate of labor and materials. No work shall commence without a written authorization from the Director.

4.3 Notwithstanding the above authorization , when a condition exists wherein there is imminent danger of injury to the public or damage to property, the Director may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor . However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the Director for approval.

5.0 SAFETY

5.1 The Contractor agrees to perform all work outlined in this Contract in such a manner as to meet all accepted standards for safe practices during the mowing operation and to safely maintain stored equipment , machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all

local, County, State or other legal requirements including but not limited to, full compliance with the terms of the applicable O.S.H.A. and CAL-0.S.H.A. Safety Orders at all times so as to protect all persons, including the Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable injury, or damage to their property. The Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.

5.2 It shall be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any portion of the premises unsafe, as well as any unsafe practices occurring thereon. The Director shall be notified immediately of any unsafe condition that requires major correction. The Contractor shall be responsible for making minor corrections including, but not limited to; filling holes in turf areas and paving, using barricades or traffic cones to alert patrons of the existence of hazards, replacing valve box covers, and securing play apparatus so as to protect members of the public or others from injury. During normal hours the Contractor shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the premises. The Contractor shall cooperate fully with the County in the investigation of any accidental injury or death occurring on the premises, including a complete written report thereof to the Director within five (5) days following the occurrence.

6.0 HOURS AND DAYS OF MOWING SERVICES

6.1 The basic daily hours of mowing service shall be as follows:

a. For the months of May through October, 6:00 a.m. to 2:30 p.m.
b. For the months of November through April, 7:00 a.m. to 3:30 p.m.

6.2 The Contractor shall provide adequate staffing to perform the required mowing services during the prescribed hours five (5) days per week. Any changes in the days and hours of operation prescribed above shall be subject to approval by the Director.

6.3 Per the State of California Labor Code, the Contractor is directed to the following prescribed requirement with respect to the hours of employment. Eight (8) hours of labor under this Contract shall constitute a legal day's work and said Contractor shall not require or permit any laborer, worker or mechanic, or any subcontractor employed by him to perform any of the work described herein to labor more than eight (8) hours during any one day or more than forty (40) hours during any one (1) calendar week, except as authorized by Labor Code Section 1815, under penalty of paying to the County the sum of Twenty-Five Dollars ($25) for each laborer, worker or mechanic employed in the execution of said Contract by the Contractor, or any subcontractor under the Contractor, upon any of the work included in said Contract for each calendar day during which such laborer, worker, technician, specialist or mechanic is required or permitted to labor more than eight (8) hours in any one (1) calendar day or forty (40) hours in any one calendar week, in violation of the provisions of Section 1811 to 1815, inclusive, of the Labor Code of the State of California.

7.0 MOWING SCHEDULES

7.1 1 The Contractor shall, within ten (10) days after the effective date of this Contract, submit a facility work schedule to the Director for review and approval. Said work schedule shall be set on an annual calendar identifying and delineating the time frames for the required functions by the day of the week, morning and afternoon.

7.2 The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the Director for his review, and, if appropriate, his approval, within five (5) working days prior to the scheduled time for the work.

7.3 The above provisions are not construed to eliminate the Contractor's responsibility in complying with the requirements to notify the Director for Specialty Type mowing as set forth immediately hereinafter.

8.0 SIGNS/IMPROVEMENTS

The Contractor shall not post signs or advertising matter upon the premises or improvements thereon, unless prior approval therefor is obtained from the Director.

9.0 UTILITIES

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

10.0 NON-INTERFERENCE

The Contractor shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

11.0 NOISE ORDINANCE

Contractor shall not prepare for or initiate any operations or use any equipment before 7:00 a.m. that would violate local noise ordinances or noise reduction needs.

II. ON-GOING MOWING TASKS

The specific frequencies per site are identified in Exhibit A, Pricing and Billing Schedule and Performance Frequencies, and govern the Contractor's completion of required operations.

GROUP I

12.0 MOWING

12.1 Mowing operations shall be performed in a workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain. This includes the safe operation of equipment as determined by the Director and within the manufacturer's guidelines.

12.2 Turf shall be mowed with a reel-type mower equipped with rollers or a rotary-type deck and/or mulching blade attachment and shall be configured so that the outer edges of the mulching blade shall extend 18" to 24" beyond the outer edge of the wheel.

12.3 All equipment shall be adjusted to the proper cutting heights and shall be adequately sharpened.

12.4 Mower blades shall be sharpened weekly.

12.5 Mowers shall be in clearance from obstacles at least 8" to 1O" inches to avoid mower clipping concrete pads.

12.6 Mowing height shall be no less than % inch and may be set as high as $2Yi$ inches with normalcy based upon turf species and site conditions. Mowing heights may vary for special events and conditions. Heights shall be determined by the Director.

12.7 Damaged and/or burned turf will be repaired by the contractor if malfunction of mowing equipment (i.e. hydraulic leak) is determined to be the cause of the damaged/burned turf.

12.8 Mowing operation shall be on a schedule that is acceptable to the Director.

12.9 Mowing shall be conducted Monday through Friday. The mowing operation started at a facility must be completed on the same day, in one operation.

12.10 Walkways shall be cleaned immediately following each mowing so that no clippings create a hazardous condition.

13.0 Edging

13.1 All ledges, both along sidewalks and concrete mow strips, will be edged twice a month. Edging should be performed with a blade type mechanical edger. The cut edge should appear as a clean, straight vertical line.

13.2 All, turf edges, including designed edges in flowerbeds, shall be kept neatly edged and all grass must be eliminated.

13.3 All turf edges, including, but not limited to; sidewalks, patios, drives, curbs, shrub beds, flower beds, groundcover beds, around tree bases, and along lakes and streams shall be edged to a neat and uniform line.

13.4 Mechanical edging of turf shall be completed as on operation in a manner that results in a well-defined, V-shape edge that extends into the soil. Such edging shall be done with a power edger with a rigid blade.

13.5 All turf edges shall be trimmed or limited around: sprinklers to provide optimum water coverage, valve boxes, meter boxes, backflow devices, park equipment and other obstacles.

13.6 All groundcover and flower bed areas where maintained next to turf areas shall be kept neatly edged and all grass invasions eliminated.

13.7 Walkways shall be cleaned immediately following each mechanical edging to remove accumulated debris and limit hazardous conditions.

14.0 Weed Removal

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

15.0 GROUP I SITE INSPECTION AND REPORTING

15.1 Prior to initiating a mowing operation, the site is to be inspected by a knowledgeable and responsible employee, who will determine the practicality of initiating the operation. Litter is not to be shredded by mowers, glass bottles are not to be driven over and broken, and excessively wet turf areas are not to be driven across. Damaged sprinkler heads and valve boxes shall be immediately repaired and or replaced by the contractor.

15.2 If a mowing operation cannot be thoroughly completed within the designated time frame, the County Contract Monitor shall be immediately notified, refer to the Contract Subsection 9.20 (Notice of Delays).

16.0 GROUP I MANAGEMENT/SUPERVISION

16.1 The Contractor has the responsibility of providing fully trained and qualified personnel as well as mowing and transport equipment that is properly maintained.

16.2 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements . It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization oversees the activities of its staff throughout the range of its activities daily, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the Director or his agents.

16.3 The Contractor's crew leader and operational staff, as well as their supervisory and management staff, shall be fully versed in the operational mandates and time lines. An outline of the task requirements, schedule, and time lines for each facility shall be kept with each operating crew.

17.0 SERVICE YARD AND STORAGE AREA

17.1 The County , at its discretion, may provide storage and facilities for the Contractor's use within the premises . In such case, the Contractor is prohibited from use of said facility for the conduct of any of its business interests that are outside the scope of this Contract. Further, said facility

shall not be used for human habitation, other than a night watchman or patrolman as specifically approved by the Director.

- The Contractor, at its own risk, may store equipment and materials required for maintenance of the premises in said facility. However, the Contractor must, at all times, employ the use of safety standards and handling procedures as are applicable to such equipment and materials.

17.2 The Contractor shall not dispose of hazardous materials on the premises. All such hazardous materials collected on the premises shall be properly stored on a temporary basis, thereafter to be disposed of by the Contractor at an approved disposal site.

17.3 Service yard and storage areas must be swept and kept clean of all and debris.

17.4 Undesirable materials, including but not limited to trash, accumulated debris, equipment that is no longer usable for the purpose it was intended for, shall be removed from the service yard and storage area(s).

17.5 Damage or loss to the Contractors equipment, materials and/or personal property shall be at the Contractor's sole risk and expense. The Contractor hereby agrees to hold the County harmless and waive any claims for damage for loss of use of any equipment, materials and/or property that may occur at County provided storage facilities.

EXHIBIT C

Prevailing Wage Determination

STATE OF CALIFORNIA
Arnold Schwarzenegger, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Labor Statistics and Research
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

MAILING ADDRESS
P. O. Box 420603
San Francisco, CA 94142-0603

December 27, 2007

IMPORTANT NOTICE
TO AWARDING BODIES AND INTERESTED PARTIES
REGARDING
THE PREVAILING WAGE RATES BELOW THE CALIFORNIA MINIMUM WAGE

In accordance with Labor Code Sections 1770, 1773, and 1773.1, the Director of the Department of Industrial Relations is responsible for determining the prevailing wage rates for each worker employed on public works projects of more than $1,000.

Effective on January 1, 2008, the minimum wage in California will increase to eight dollars ($8.00) per hour. The Director's prevailing wage determinations shall not be below the California minimum wage. Each employer is required to pay at least the California minimum wage for the basic hourly rate in all cases where the published prevailing wage rate is below the California minimum wage. Any and all employer payments required by these determinations must also be paid.

If the California minimum wage is increased in the future to an amount above that shown in a prevailing wage determination, the basic hourly rate in that determination automatically increases to the new minimum wage.

EXHIBIT C

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

CRAFT: ## LANDSCAPE MAINTENANCE LABORER
(APPLIES ONLY TO ROUTINE LANDSCAPE MAINTENANCE WORK NOT NEW LANDSCAPE CONSTRUCTION) [1]

DETERMINATION: SC-LML-2013-1
ISSUE DATE: August 22, 2013
EXPIRATION DATE OF DETERMINATION: September 30, 2013* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY:	Employer Payments					Straight-Time		Overtime
	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourly Rate	1 1/2X
Imperial	$8.00			a 0.115	0.17		8	b8.285	b1 2.285
Inyo, Mono and San Bernardino	8.00			0.30	0.17		8	8.47	12.47
Kern	8.00			c 0.16	0.17		8	b8.33	b1 2.33
	10.00			d 0.27	0.46		8	b!0.73	b1 5.73
Los Angeles	8.00	0.89		e 0.115	0.14		8	b9.145	b13.145
Orange	8.00			r o.11	0.11		8	b8.22	b1 2.22
Riverside	8.00			g 0.20	0.16		8	b8.36	b1 2.36
San Diego	8.00			0.22	0.115		8	8.335	12.335
	8.00			0.24	0.12		8	8.36	12.36
San Luis Obispo	8.00			k 0.15	0.15		8	8.30	12.30
	8.00			l 0.16	0.16		8	8.32	12.32
Santa Barbara	8.00			h 0.12	0.12		8	b8.24	b1 2.24
	8.00			i 0.13	0.13		8	b8.26	b12.26
Ventura	8.00			0.115	0.16		8	8.275	12.275
	8.00	2.97		j 0.19	0.26		8	b1 1.42	b1 5.42

Craft is not apprenticeable.

NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.

a $0.22 after 3 years of service.
b Computation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.
c $0.31 after 2 years of service.
d $0.54 after 2 years of service: $0.81 after 3 years of service.
e $0.24 after 3 years of service: $0.37 after 7 years of service.
r $0.22 after 4 years of service.
g $0.40 after 3 years of service.
h $0.23 after 2 years of service.
i $0.27 after 2 years of service.
j $0.38 after 3 years of service.
k $0.29 after 2 years of service.
l $0.31 after 2 years of service.

[1] This determination does not apply to work of a landscape laborer employed on landscape construction (work incidental to construction or post-construction maintenance during the plant installation and establishment period). The following is a description of the landscape work cover under this determination:

ROUTINE – mowing, watering, pruning, trimming, weeding, spraying, occasional planting and replacement of plants and janitorial work incidental to such landscape maintenance.
COMPLEX – servicing of irrigation and sprinkler systems, repairing of equipment use in such landscape maintenance.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at bt1Q:U}Y'.\liISh.g_!YLQPU/!'.W2- Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL!PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

EXHIBIT D

Contractor's EEO Certificaton

EXHIBIT D

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Rich Meier's Landscaping, Inc.
Proposer's Name

652 West Avenue L14
Business Address

95-4787803
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with *Subchapter VI of the Civil Rights Act of 1964, 42* USC *Sections 2000e through 2000e-17,* Section 504 of the *Rehabilitation Act of 1975,* the *Food Stamp Act of 1977,* the *Welfare and Institutions Code Section 1000, Americans with Disability Act of 1990,* California Department of Social Services Manual of Policies and Procedures Division 21, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, creed, color, national origin, political affiliation, marital status, age, disability, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

PROPOSER'S CERTIFICATION

		Check One	
1.	The Proposer has a written policy statement prohibiting discrimination in all phases of employment.	[x] Yes	[ ] No
2.	The Proposer periodically conducts a self analysis or utilization analysis of its work force.	[x] Yes	[ ] No
3.	The Proposer has a system for determining if its employment practices are discriminatory against protected groups.	[x] Yes	[ ] No
4.	Where problem areas are identified in employment practices, the Proposer has a system for taking reasonable corrective action which includes the establishment of goals and timetables.	[x] Yes	[ ] No

Name (please print or type) Richard Meier

Title of Signant o<type) P<esident

Signature _____ Date 04/09/2014

EXHIBIT E

Public Works Payroll Reporting Forms

Exhibit E

cli=t California Department of Industrial Relations

PUBLIC WORKS PAYROLL REPORTING FORM

Page ____ of ____

NAME OF CONTRACTOR OR SUBCONTRACTOR: | CONTRACTOR'S LICENSE NO / SPECIALITY LICENSE NO | ADDRESS:

PAYROLL NO | FOR WEEK ENDING: | SELF-INSURED CERTIFICATE NO | PROJECT OR CONTRACT NO:

WORKERS' COMPENSATION POLICY NO: | PROJECT AND LOCATION:

(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2)	(3) WORK CLASSIFICATION	(4) DAY	M	T	W	TH	F	S	S	(5) TOTAL HOURS	(6) HOURLY RATE OF PAY	(7) GROSS AMOUNT EARNED		(8) DEDUCTIONS CONTRIBUTIONS AND PAYMENTS							(9) NET WGS PAID FOR WEEK	CHECK NO
				DATE									THIS PROJECT	ALL PROJECTS	FED TAX	FICA (SOC SEC)	STATE TAX	SDI	VACT HOLIDAY	HEALTH & WELF	PENSION		
			S	HOURS WORKED EACH DAY											TRAING	FUND ADMIN	DUES	TRAV/ SUBS	SAVINGS	OTHER*	TOTAL DEDUCTIONS		
			O																				
			S										THIS PROJECT	ALL PROJECTS	FED TAX	FICA (SOC SEC)	STATE TAX	SDI	VACT HOLIDAY	HEALTH & WELF	PENSION		
			O												TRAING	FUND ADMIN	DUES	TRAV/ SUBS	SAVINGS	OTHER*	TOTAL DEDUCTIONS		
			S										THIS PROJECT	ALL PROJECTS	FED TAX	FICA (SOC SEC)	STATE TAX	SDI	VACT HOLIDAY	HEALTH & WELF	PENSION		
			O												TRAING	FUND ADMIN	DUES	TRAV/ SUBS	SAVINGS	OTHER*	TOTAL DEDUCTIONS		
			S										THIS PROJECT	ALL PROJECTS	FED TAX	FICA (SOC SEC)	STATE TAX	SDI	VACT HOLIDAY	HEALTH & WELF	PENSION		
			O												TRAING	FUND ADMIN	DUES	TRAV/ SUBS	SAVINGS	OTHER*	TOTAL DEDUCTIONS		

Form A-1-131 (Nov 2-80)

S = STRAIGHT TIME
O = OVERTIME
SDI = STATE DISABILITY INSURANCE

*OTHER - Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations must be separately listed. Use extra sheet(s) if necessary

CERTIFICATION MUST be completed
—(See reverse side)

EXHIBIT E

NOTICE TO PUBLIC ENTITY

For Privacy Considerations

Fold back along dotted line prior to copying for release to general public (private persons).

(Paper Size then 8-1/2 x **11** inches)

I, _____ (Name - print), the undersigned, am the _____ (Position in business) with the authority to act for and on behalf of _____ (Name of business and/or contractor), certify under penalty of perjury that the records or copies thereof submitted and consisting of _____ (Description, number of pages) are the originals or true, full, and correct copies of the originals which depict the payroll record(s) of the actual disbursements by way of cash, check, or whatever form to the individual or individuals named.

Date: _____ Signature: _____

A public entity may require a stricter and/or more extensive form of certification.

EXHIBIT F

CONTRACTOR'S QUALITY

CONTROL PLAN

RICHMSIER'S· LANDSCAPING,, INC

652 WEST AVENUE L 14 LANCASTER CA 93534
PHONE: (661) 722220 * FAX: (661) 723 2229

CSLB C-27 / 775631

Exhibit F

PROPOSER'S QUAILITY CONTROL PLAN

RICH MEIER'S LANDSCAPING, INC.

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

CSLB C-27 / 775631

Monitoring Personnel

Maintenance Supervisor: Richard Cambaliza has 22 years experience in Park Mowing Services.

Foreman: Ezqeuiel Martin has 23 years experience in Park Mowing Services.

Foreman: Jimmy Hernandez has 5 years experience in Park Mowing Services.

Agricultural Pest Control Advisor/Applicator: Dave Burwell has 40 years experience in all aspects of Agricultural Pest Control and Application

Quality Work Control Plan

Daily/Weekly/Monthly Supervision:

1. A Supervisor will inspect the worksite and report to the Department of Parks and Recreation S.D. on a daily and/or weekly basis.
2. A Supervisor will oversee and regulate based on the mowing services contract.
3. A Supervisor will oversee any irrigation inspection, repair, and maintenance.
4. A Supervisor will report any injuries within one hour of occurrence to the President.
5. RML Inc will respond immediately to any public complaints regarding any mowing issue upon notification or as directed by a county representative.
6. Final inspection of work by assigned on-site supervisors to ensure after each workday for the assurance of proper clean up on daily basis.
7. If any hazardous material is taken notice, RML Inc will report it to the Department of Parks and Recreation field supervisor immediately.
8. RML Inc will maintain daily records of hours worked by each employee in addition to daily records of work completed.
9. An RML Inc authorized representative will meet with the Department of Parks and Recreation representative to review each week's work. This will also serve as an opportunity to receive special instructions and to discuss any problems encountered

on the job. In addition the RML Inc representative will inform the Department of Parks and Recreation representative of any changes to the following week's schedule.

10. RML Inc will notify the Department of Parks and Recreation if there are any changes in the start date of each location at least 24 hours in advance. If RML Inc discontinues work for any reason; the Department of Parks and Recreation will be notified immediately of the reason for the shut down. Examples would be weather conditions.

Mowing and Edging

1. Mowing and edging will be performance per the county's task frequency

2. All RML Inc employees are fully trained as to the use and safety of all equipment used for mowing services.

3. RML Inc will inspect the site prior to mowing to ensure that excessively wet turf not to be driven on and any litter will be picked up prior to mowing.

4. RML Inc will clean up all turf edges (not limited to :edges next to sidewalks, drives, curbs, shrub beds, flower beds, ground cover beds, around the bases, and along lakes and streams) neatly trimmed to for a uniform line in a well-defined V-shape edge that extends into the soil.

5. RML Inc will clean up the walkways immediately (debris/clippings from mowing and edging).

1. Weeds will be removed by hand, cultivation, mulching or chemical eradication where necessary.

Raking and Sweeping Operations

1. RML Inc will sweep at the end of the day with the use of: Power backpack blowers, Brooms, and Push power Blowers.

County of Los Angeles Department of Parks & Recreation

Weekly Report

Norification of Vandalism - Property Damage - Etc.

Apollo regional Park____George Lane Park_____Jackie Robinson Park_____

Everett Martin Park_____ Pearblossom Park_____

Stephen Sorenson Park Acton Park

DATE	PROBLEM	REPORTED TO	RESULT

Called in by:_____ Taken by:_____

FACILITY_____ SUPERVISOR SITE INSPECTION CHECK LIST DATE___

ITEM REPORT	NEEDS REPAIR	NEEDS CLEANING	COMMENTS/LOCATI ON OF PROBLEM
IRRIGATION			
BURN GRASS			
VALVE/LID BOX			
WATERI NG			
EDGING			
GRAFFITI			
PICNIC TABLES			

NOTES:

EXHIBIT G

INTERNAL REVENUE SERVICE NOTICE NO. 1015

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2013)

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

What is the EiC?

The EiC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EiC?

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

Note. You are encouraged to notify each employee whose wages for 2013 are less than $51,567 that he or she may be eligible for the EiC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time. no further notice is necessary if the Form W-2 has the required information about the EiC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2014.

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

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

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

How Do My Employees Claim the EiC?

Eligible employees claim the EiC on their 2013 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EiC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2013 and owes no tax but is eligible for a credit of $800, he or she must file a 2013 tax return to get the $800 refund.

APPENDIX H

County of Los Angeles

Contractor Employee Jury Service Program

Title 2 Administration
Chapter 2.203 Contractor Employee Jury Service

2.203.010 Findings.

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

2.203.20 Definitions.

The following definitions shall be applicable to this chapter:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

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

2.203.60 Enforcement and Remedies.

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

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

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

2.203.70 Exceptions.

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

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

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

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

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

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

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

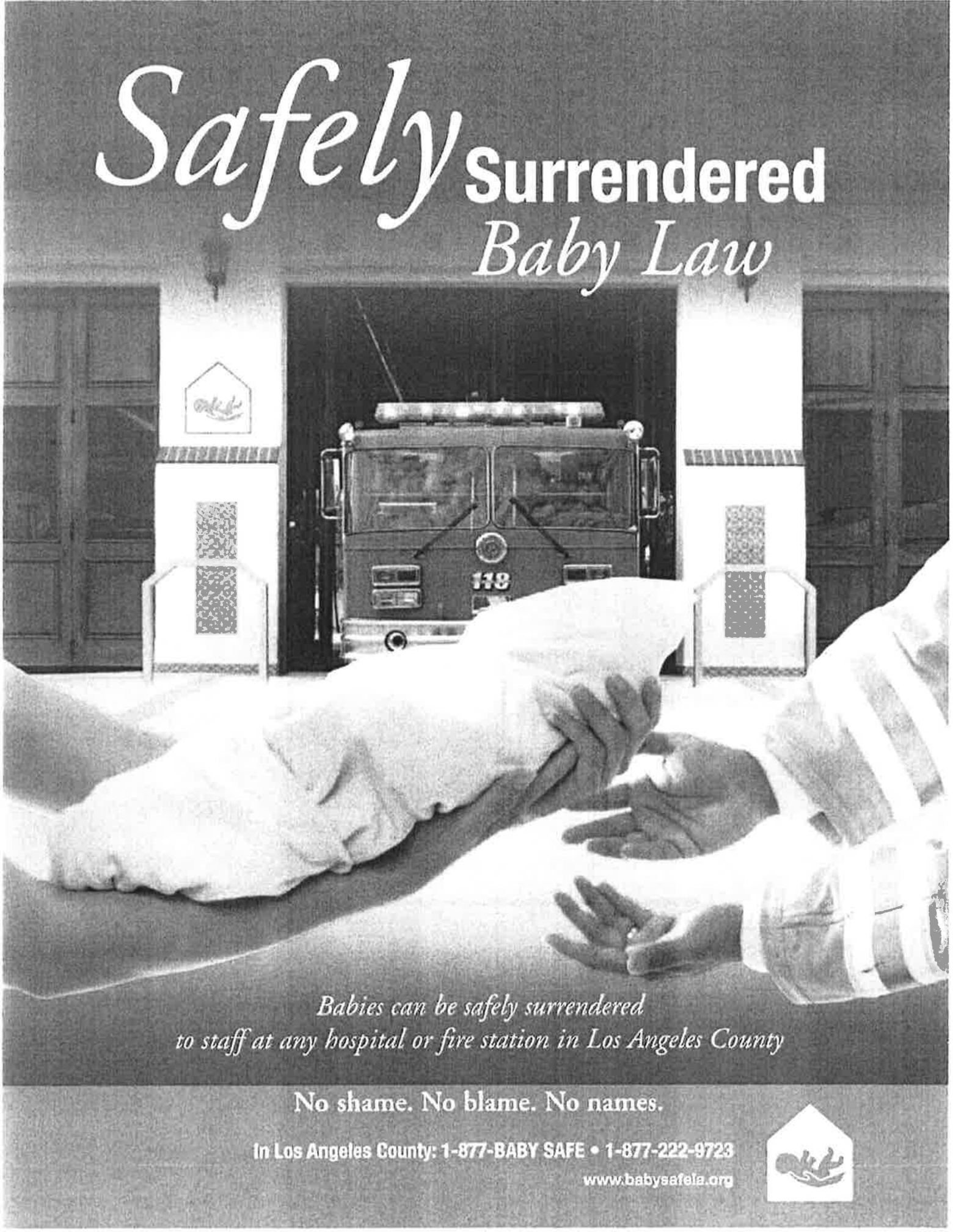
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.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

2.203.090 Severability.

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

EXHIBIT I

SAFELY SURRENDERED BABY LAW


Safely Surrendered
Baby Law
118
Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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

Safely Surrendered Baby Law

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially SI;I.[tQJ:Idj;Ir a baby, .A I,opg as the baby is three days (72 hours) of age or younger and has not been abused or fileglected, th baby may be surrendered. without fear of arrest or prosecution.

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

How does it work?

A discressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender the baby within 3 days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

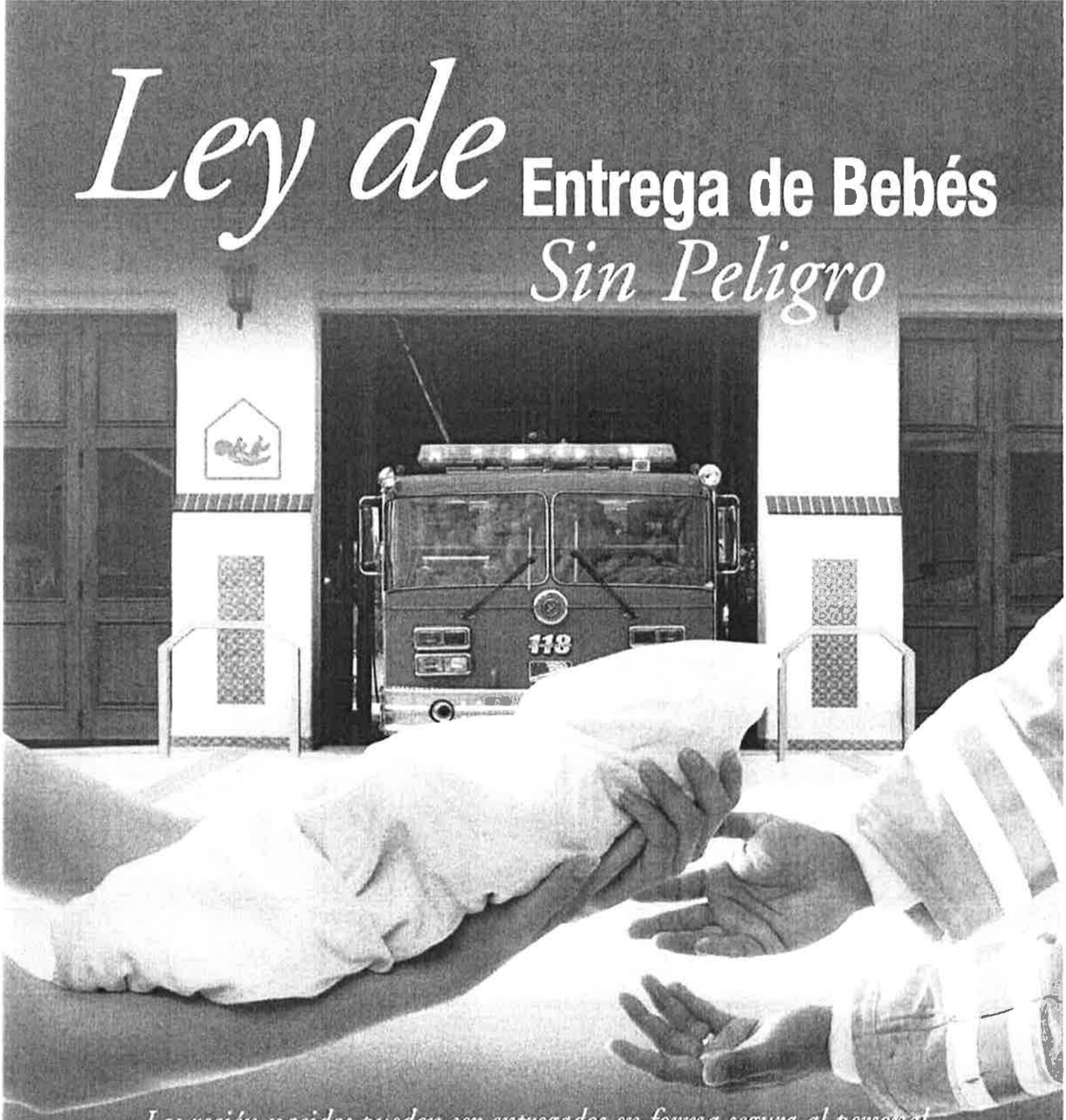
Why is California doing this?

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

A baby's story

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

Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org

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

Ley de Entrega de Bebés *Sin Peligro*

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

a Ley de Entr&ga de Babes sin Peligro de California permite la enlfe:gaconfidencial qe un rlen naclclo por parte deo sus pa,(ijres u otras personas con custodia legal, es decir cualquier pers0na a qulen los pa'dres le hayan dado permlso. Slempte qua el be tenga tres dlM (72- hora$.) de.vida o menos. y n0 haya s1:.1trido abuso nl neglIgencla, puec l en entregar al reclen naclclo sin tem0r de 'S r arrestados o pr-0eesados.

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

i,C6mo funciona?

El padre/madre con dificulcades que no pueda o no quiera cuidar de su recien nacido puede entregarlo en forma legal, confldencial y segura denuo de las cres dfas (72 horas} de! nacimiento. El bebe debe ser cmregado a un cmpleado de cualquier hospital o cuartel de bomberos del Condado cle l.ns Angeles. Siempre que el hebe no presence signos de abuso o negligencia, no ser:i necesario suministrar nombres ni informaci6n alguna. Si el padre/mad re cambia de opinion posteriormenre y desea recupera r a su bebe, las trabajadores utilizar:in brazaletes para poder vincularlos. El bebe llevad un brazalete y el padre/mad re o el adulro que lo enrregue recibini un brazalc l c igual.

;,Que pasa si el padre/madre desea recuperar a su bebe?

Los padres que cambien de opinion pueden comenza r cl proceso de reda mar a su recien nacido dentro de las 14 dia.1. Estos pad res deberan llamar al Departamen ro de Servicios para Niiios y Familias (Department of Ch ildren and Family Services} del Condado de Los Angeles al 1-800-540-4000.

;,Solo los padres podran llevar al recien nacido?

No. Si bien en la mayorfa de las casos son las padres las que Bevan al bebe, la ley permi te que otras personas lo hagan *Ji tienen czmodia legal.*

llos padres o el adulto que entrega al bebe deben llamar antes de llevar al bebe?

No. El pad re/madre o adulro puede llevar al bebe en cualquier momenta, las 24 horas del dia, las 7 dias de la semana, siempre y cuando ermeguen a su bebe a un ernpleado del hospital o cuartel de born beros,

(,Es necesario que el padre/madre o allulto diga algo a las personas que reciben al bebe?

No, Sin embargo, el personal del hospital o cuanel de bornberos le pedira a la persona que entregue al bebe que llene un cuestionario con la finalidad de recabar antecedemes medicos importances, que resultan de gran u tilidad para cuida r bien del bebe. El cuescionario incl uye un sabre con el sello postal pagado para enviarlo en ot ro momen ta.

<.Que pasara con el bebe?

El bebe ser:i examinado y le brinda ran arenci6n medica. Cuando le den el alta del hospi tal, los trabajadores sociales inmediatamen te ubicadn al bebe en u n hogar seguro donde esrara bien a l endido, y se comenzar:i el proceso de adopci6n.

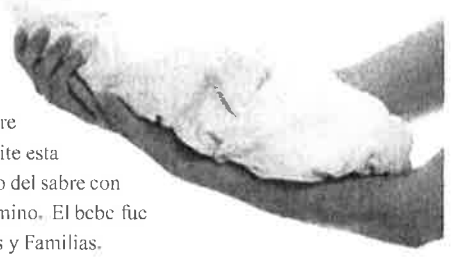
i,Oue pasara con el padre/madre o adullo que entrnguc al bcbe?

Una vez que los padres o adulto hayan entregado al bebe al personal <lei hospital o cuanel de bomberos, pueden irse en cualquier momenta.

lPor que se esta hacienda esto t:n Calih;l l l ia? ?

La flnalidad de la Ley de Entrega de Bebes sin Peligro es proteger a los behes pa ra que no sean abandonados, lasrimados o muertos por sus padres. Usted probablemente haya escuchado historias tragicas sabre bebes abandonados en basu reros o en baiios publicos. Los padres de esos bebes probablemen te hayan esrado pasando pur dificultades emocionales graves. Las mad res pueden haber ocultado su cmba raw, por remor a lo que pasa rfa si sus familias se entera ran. Abandona ron a sus hehes porque tenfan miedo y no tenfa n nadie a quien pedi r ayuda. El abando no de un recien nacido es ilegal y pone al bebe en u na siruaci6n de peligro extrema. Muy a menudo el abandono provoca la muene del bebe. La Ley de Entrega de Bebes sin Peligro impide que vuelva a suceder esta rragedia en Californ ia.

}fist oritz de un bebe



A la maflana temprano del dia 9 de abril de 2005, se encrego un recien nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer quc llevo cl recien nacido al hospi tal se dio a conocer como la da del bebe, y dijo que la madre le habia pedido que llevara al bebe al hospital en su nombre. Le entregaron a la tia un brazale l e con un numero que coincidia con la pulsera del bebe; esrn servirfa coma identificacion en caso de que la madre cambiara de opinion con respecto a la entrega del bebe *y* decidiera recuperarlo dentro <lei periodo de 14 dias que permite esta ley. Tambien le dieron a la da un cuesrionario medico, y ella dijo que la madre lo llenarfa y lo enviarfa de vuelca dentro del sabre con franqueo pagado que le habian dado. El personal medico examino al bcbc y sc decermi nc:I quc estaba saludable y a termino. El bebc fuc ubicado con una buena familia que ya habfa sido aprobada para adoprarlo par el Depanamento de Servicios para Ninos y Familias.

EXHIBIT J

LIVING WAGE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

2.201.010 Findings.

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

2.201.020 Definitions.

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

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

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

C. "Employer" means:

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

   a. For services which is required to be more economical or feasible under Section 44 .7 of the Charter of the county of Los Angeles , and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or

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

   c. Who has received or will receive an aggregate sum of $25,000 .00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or

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

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

E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et. Seq. of this code, entitled Contracting with Private Business.

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

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

2.201.040 Payment of living wage.

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

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

C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the Board of Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate.

2.201.050 Other provisions.

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

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

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

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

report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

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

2.201.060 Employer retaliation prohibited.

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

2.201.070 Employee retention rights.

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

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

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

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

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

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

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

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

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

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

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

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

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

1. Assess liquidated damages as provided in the contract; and/or
2. Recommend to the board of supervisors the termination of the contract; and/or
3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter in accordance with Section 2.202.040 of this code.

2.201.090 Exceptions.

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

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

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

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

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $1,000,000.00; or
4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $2,500,000.00.

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

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

2.201.100 Severability.

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

EXHIBIT K

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFITS PAYMENT

EXHIBIT K

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

Instruction Box: Please complete all sections of this form (information to complete this form can be obtained from your Certified Payroll Reports) and submit this form with your Certified Payroll Reports to the awarding County department. Be sure to complete and sign the reverse side of this form before submitting.

[1] HAme: Contr<lctar D: S1Tb,c<-Int1,ac101 O — Address: (StrE-et , Cit)', State Zip)

[2] Pd,ytOll Ho: — Pt Work Location: — () From p,lyroll pe-ri,orl: — 10 1)<-lyloll veiiod: — fSl Fo..- Month Ending:

(6) Oef,inme11t H-'lme: — [7) Contrlct Service Description: — [31 Co ntrnct N.Jme & Numl>e1:

[9 f Conl1.lc101 H•...lth Pl1n Namo(t.• — [Uf Conn<-lctor Health Pl,ln ID H'lmbe1ts):

<1n Employee Name AWite-ss & Ld$1: ..J digits of S	f1,n Work Cl Jssi:ticatto1•	11:J1 TmMHo1wsWcuke<-1tsc'hW-eek of Mou.:llfyPdyPiHiod 1 2 3 4 5 6	1'"'? Tot.. Ag(lle-- e Keelf'•	•••••	11 1 P<-lkl (1'1h/1S1	Uh Emolove.e Paid :!ttthas:!!!	1 11r Gross Amoutw Pd ('14x17)	n; Aggt"e $ "6,,ah Benef'sts Pd (1G"18)
3								
.t								
I have reviewed the Info1m 1tion iu this repot"f and as comp.my owner or .authorized .igen1 for this comp,:my. I sign muter penahy of p rjury certifying th 'lt all h•formatiou herein is c0>-mplete and coirect.		Total (lh1s Pa!Je)								
Prin1 Autt101il'ed Name;		Grand Total (All Paaes'								

Authorized Signatur<-1: — Oat": — ntle: — Telephoue Humhel (i11clutJe are•• cod et ( ) — p.,ge: of

EXHIBIT L

PAYROLL STATEMENT OF COMPLIANCE

EXHIBIT L

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

PAYROLL STATEMENT OF COMPLIANCE

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

Do hereby state:

1. That pay or supeNise the payment of the persons employed by _____ _____on the _____
(Company or subcontractor Name) (Service, Building or Work Site)

that during the payroll period commencing on the ..,...-—day of _ _____,and
(Calendar day of Month) (Month and Year)

ending the _____day of_ _____ all persons employed on said work site
(Calendar day of Month) (Month and Year)

have been paid the full weekly wages earned, that no rebates have been or will be made, either directly or indirectly, to or on behalf of

(Company Name)

from the full weekly wages earned by any person, and that no deductions have been made either directly or indirectly, from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

_____

_____

_____

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

3. That:

   A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

      D In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.

   B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH

      D Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

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

Print Name and Title	Owner or Company Representative Signature: Date:

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.

EXHIBIT M

EMPLOYEE NOTICE OF LIVING WAGE HANDOUT (ENGLISH/SPANISH)

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

NOTICE TO EMPLOYEES

Th is employer is a contractor with the County of Los Angeles. This contract is subject to the Living Wage Ordinance (LWO) established by the Board of Supervisors (Los Angeles County Code Chapter 2.201). If you are a fu ll-time employee and perform any service to the County under this contract, you must be paid a "living wage" for the hours you work on the County contract.

THESE ARE YOUR RIGHTS...

Living Wage

If you are a full-time employee, you m ust be paid no less than either of the two Li ving Wage rates l isted below:

1. You m ust be paid not less than the l iving wage rate of $9.64 per hour and your employer m ust pay at least $2.20 per hour toward health benefits for you and your dependents, OR

2. You must be paid not less than the l iving wage rate of $1 l.84 per hour:

   a. The $1 l.84 per hour rate must be paid to you if your employer does not provide you with health benefits, or if your employer pays less than $2.20 per hour towards your health benefits.
   b. The $1 l.84 per hour rate includes $2.20 per hour to enable you to purchase health benefits on your own, if you so choose. If you need help finding a health plan, your employer may be able to assist you.

Reta liation

You cannot be transferred, demoted or terminated because you reported violations of the Living Wage Program. All acts of retal iation can be reported to Internal Services Department by calling the Li ving Wage Hotline.

Worker Retention

If the County of Los Angeles termi nates its contract with your current employer before the contract's expiration date and enters into a new contract with another contractor for the same service, you may be eligible to contin ue working as an employee of the new contractor for a period not less than 90 days following the start of the new contract.

Federa l Ea rned Income Tax Credit

You may be eligible to apply for the Federal Earned Income Tax Credit and receive an ann ual monetary amount estabi ished by the IRS if you qualify. Appl ication forms are available from your employer or by contacting the Internal Reven ue Service at (800) 829-3676.

If you believe your rights have been violated, you should im media tely contact the following:

_____ _____

County Department Administering this Contract | County Department Phone Number

OR

Internal Services Department
Countywide Contract Compliance Section
Living Wage Hotline
(888) 550-WAGE OR (888) 550-9243

Revised: January 2012

CONDADO DE LOS ANGELES
LA ORDENANZA DE SALARIO DIGNO

AVISO A LOS EMPLEADOS

Este empleador es un contratista de! Condado de Los Angeles. Este contrato esta sujeto a la Ordenanza de Salario Digno (LWO) establecido por la Junta de Supervisores (C6digo del Condado de Los Angeles, Capftulo 2.201). Si usted es un empleado de jomada completa y presta algun servicio para el Condado conforme a este contrato, se le debe pagar el "salario digno", por las horns que trabaja bajo contrato con el Condado.

ESTOS SON SUS DERECHOS...

El Salario Digno

Si usted es un empleado de jomada completa, se le debe pagar no menos de cualquiera de los dos Salarios Dignos identificados:

1. Se le debe pagar no menos del salario digno de $9.64 por hora, y su empleador debe pagar al menos $2.20 por horn en beneficios medicos para usted y sus dependientes, Q

2. Se le debe pagar no menos del salario digno de $11.84 por hora:

   a. Se le debe pagar un salario digno de $1 1 .84 por horn si su empleador no provee beneficios medicos, o si su empleador ill!@ menos de $2.20 por hora por sus beneficios medicos.

   b. El salario digno de $1 1 .84 por hora incluye los $2.20 por hora que le permite a usted adquirir beneficios medicas por su cuenta, si asf lo dispone. Si necesita ayuda para encontrar un plan de salud, su empleador podrfa asistirle.

Represalias

Es prohi bido que se le transfiera, se le asigne a un puesto inferior o se le despida por denunciar infracciones con la Ordenanza de Salario Digno. Todo acto de represal ia se puede reportar al Internal Services Department a la lf nea telefonica designada para asuntos del salario digno.

Continuidad en el Empleo

Si el Condado de Los Angeles termina el contrato con su actual empleador antes de la fecha de caducidad del mismo y contrata a otra empresa para el mismo servicio, usted posiblemente tendra el derecho a trabajar con el nuevo contratista, como mfnimo durante los primeros 90 df as de! nuevo contrato.

Credito Federal Impositivo sobre Ingresos Salariales

Usted puede solicitar el Credito Federal Impositivo sobre Ingresos Salariales y recibir una compensaci6n monetaria establecida por el Servicio de Impuestos Intemos (IRS) al ai'io si reune los requisitos para cal ificar. Para recibir el formulario, com un fquese con su empleador o al IRS al numero gratuito (800) 829-3676.

Si usted cree que sus derechos sobre la Ordena nza de Sala rio Digno ha n sido violados, favor de lla ma r a los siguientes telefonos de inmedia to:

Nombre del Departamento del Condado que administra este contrato

Numero de telefono de dicho departamento

OR

Internal Services Department
Countywide Contracta Compilanse Secci6n
Linea Directa para Quejas sobre el Salario Digna :
(888) 550-WAGE o (888) 550-9243

Revised: January 2012

EXHIBIT N

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR CONFIDENTIALITY CERTIFICATION

CONTRACTOR NAME Rich Meier's Landscaping, Inc. Contract No._____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: 8/26/14

PRINTED NAME: Richard Meier

POSITION: President

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

EXHIBIT 0

COUNTY DEFAULT PROPERTY TAX REDUCTION ORDINANCE

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

Company Name:	Rich Meier's Landscaoina. Inc.				
Company Address:	652 West Avenue L14				
City:	Lancaster	State:	CA	Zip Code:	93534
Telephone Number:	661/723-2220	Emailaddress:	rmlandscapinq@verizon.net		
Solicitation/Contract Fon-andscae Maintenan.Services:					

The Proposer/Bidder/Contractor certifies that:

Q 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 -

o 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 petjury under the Jaws of the State of California that the information stated above is true and correct.

Print Name: Richard Meier	Title: President
Signature:	Date: 04/09/2014

Date: 04/09/2014

EXHIBIT P

GREEN INITIATIVES

EXHIBIT P

COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

CERTIFICATION OF COMPLIANCE

GREEN INITIATIVES

I, Richard Meier (Name {please print or type}), as the President (Title)

of Rich Meier's Landscaping, Inc. (Name of company) providing services at

Antelope Valley Area Parks Mowing Services
County facility {ies)

I, hereby certify that our Company shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. Our Company shall purchase, store, and use environmentally and human friendly products that are compatible with products used by the County of Los Angeles.

Signed

04/09/2014
Dated

EXHIBIT Q

SMOKING BAN ORDINANCE

EXHIBIT Q

ORDINANCE NO. 2009-0044

An ordinance amending Title – 17 Parks, Beaches and Other Public Places, to prohibit smoking in parks.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 17.04.035 is hereby added to read as follows:

17.04.035 Contract-operated facilities.

"Contract-operated facilities" means parks, which are operated, controlled, or maintained, in whole or in part, pursuant to an agreement with a lessee, concessionaire, operator, contractor, or vendor, for the purpose of providing recreational services to the public.

SECTION 2. Section 17.04.185 is hereby added to read as follows:

17.04.185 Smoking.

"Smoke" or "smoking" shall have the meaning as set forth in Section 11.64.020(8) of this code.

SECTION 3. Section 17.04.645 is hereby added to read as follows:

17.04.645 Smoking Prohibited.

Smoking shall be prohibited at all parks, except:

1. Smoking shall be permitted by actors who are acting during a permitted production or by models during a permitted photography session, unless otherwise determined by the Director, in consultation with the applicable Fire Official; and

2. Smoking shall be permitted within contract-operated facilities, in designated areas, at the discretion of the Director, in consultation with the operators of said facilities.

[H04035CSCC)

EXHIBIT R

DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

EXHIBIT R

REQUEST FOR DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM CONSIDERATION

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return thisform 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/ N A

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/

@ IAM 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.

D IAM 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: IDECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF
THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Name of Firm: Rich Meier's Landscaping Inc.	Coun Webven No. 10919801
Print Name: Richard Meier	Title: President
Signature:	Date: 04/14/2014

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

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

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

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

By Carla Little
Deputy

COUNTY OF LOS ANGELES

By Don Knabe
Don Knabe
Chairman, Board of Supervisors

ATTEST: SACHI A. HAMAI
EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISORS

By Carla Little, Deputy

CONTRACTOR

By
Rich Meier's Landscaping, Inc.

78278

APPROVED AS TO FORM:

RICHARD D. WEISS
Acting County Counsel

By Christina A. Salseda
Christina A. Salseda
Principal Deputy, County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

27 OCT 07 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER