



**COUNTY OF LOS ANGELES**  
**DEPARTMENT OF PUBLIC WORKS**

*"To Enrich Lives Through Effective and Caring Service"*

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

**GAIL FARBER, Director**

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

January 11, 2011

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

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

13 JANUARY 11, 2011

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**AWARD OF CONTRACT FOR LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR  
PUBLIC WORKS HEADQUARTERS COMPLEX  
(SUPERVISORIAL DISTRICT 5) (3 VOTES)**

**SUBJECT**

This action is to award a contract for Landscape and Grounds Maintenance Services for Public Works Headquarters Complex in Alhambra, California.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the contract work is exempt from the provisions of the California Environmental Quality Act.
2. Find that these services can be more economically performed by an independent contractor than by County of Los Angeles employees.
3. Award the contract for Landscape and Grounds Maintenance Services for Public Works Headquarters Complex in the annual sum of \$79,778 to Wurzel Landscape, Inc., and direct the Mayor to execute the contract. This contract will be for a period of one year commencing on February 1, 2011, with four 1-year renewal options and a month to month extension up to six months, for a potential maximum term of 66 months (five and a half years), and a potential maximum contract sum of \$438,779.
4. Authorize the Director of Public Works or her designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required.

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

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to provide landscape and grounds maintenance services to maintain the Department of Public Works (Public Works) Headquarters Complex. The work to be performed will consist of, but is not limited to, the weekly mowing of all lawns; the trimming and pruning of ground cover and shrubs; the maintenance of site trees; the routine application of fertilizers, insecticides, and herbicides; the maintenance of the irrigation system; and the daily removal of litter from walkways and landscaped areas. Public Works has contracted for these services since 1988.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive and cost-effective manner will support Public Works in meeting these goals.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The annual contract sum is \$79,778 plus 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract. This amount is based on the annual prices quoted by the contractor and the estimated annual utilization of the contractor's service by Public Works.

Public Works successfully negotiated with the contractor to reduce their rate by 5 percent from an estimated annual cost of \$83,976 to \$79,778 without adding extension years and without any reduction in services.

Funding for these services is included in the Fiscal Year 2010-11 Internal Service Fund Budget. Funds to finance the contract's option years and 10 percent additional funding for contingencies will be requested through the annual budget process.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The recommended contractor is Wurzel Landscape, Inc., located in Studio City, California. The contractor is certified by the County of Los Angeles as a Local Small Business Enterprise. This contract will commence on February 1, 2011, for a period of one year. With your Board's delegated

authority, the Director of Public Works or her designee may renew the contract for four 1-year renewal options plus month to month extensions up to six months, for a potential maximum contract term of 66 months (five and a half years).

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

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

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

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

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for these contracted services was submitted on August 11, 2010, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

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

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

Using methodology approved by the Auditor-Controller, Proposition A cost analysis indicates that the

recommended contracted services can be performed more economically by the private sector.

This Proposition A contract does not allow cost-of-living adjustments for the optional years.

## **ENVIRONMENTAL DOCUMENTATION**

These services are categorically exempt from the provisions of the California Environmental Quality Act (CEQA). These services are within a class of projects that has been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301 (h) of the CEQA.

## **CONTRACTING PROCESS**

On August 12, 2010, Public Works solicited proposals from 423 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's bid website (Enclosure B), and an advertisement was placed in the Los Angeles Times.

On September 1, 2010, 11 proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. Four proposals were disqualified for not meeting the minimum requirements of the RFP. The remaining seven proposals having met these requirements were then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included the price, experience, work plan, financial resources, demonstrated control over labor/payroll record keeping, and references using the informed averaging methodology, for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, responsive, and responsible proposer, Wurzel Landscape Inc.

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

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

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

## **CONCLUSION**

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

The Honorable Board of Supervisors

1/11/2011

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Respectfully submitted,

A handwritten signature in black ink that reads "Gail Farber". The signature is written in a cursive, flowing style.

GAIL FARBER

Director

GF:GZ:cg

Enclosures

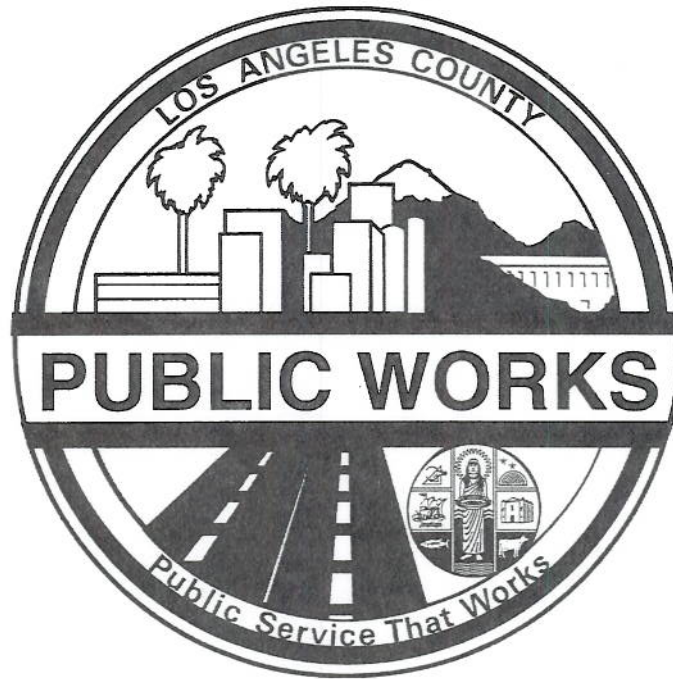
c: Chief Executive Office (Rita Robinson)  
County Counsel  
Executive Office  
Office of Affirmative Action Compliance (w/o  
enc.)

77463

ENCLOSURE A

BOARD EXECUTE

# Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,  
DEPARTMENT OF PUBLIC WORKS

AND

WURZEL LANDSCAPE

FOR

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR  
PUBLIC WORKS HEADQUARTERS COMPLEX (2010-PA023)

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- EXHIBIT C Internal Revenue Service Notice 1015**
- EXHIBIT D Safely Surrendered Baby Law Posters**
- EXHIBIT E Defaulted Property Tax Reduction Program**
- EXHIBIT F Public Works Site Map**
- EXHIBIT G Indoor Plant Locations**

AGREEMENT FOR  
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR PUBLIC WORKS  
HEADQUARTERS COMPLEX (2010-PA023)

THIS AGREEMENT, made and entered into this 11<sup>th</sup> day of January, 2011, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and WURZEL LANDSCAPE, a corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on September 1, 2010, hereby agrees to provide services as described in this Contract for Landscape and Grounds Maintenance Services for Public Works Headquarters Complex (2010-PA023).

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

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2.1, an amount not to exceed \$79,778 per year or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year commencing on February 1, 2011. At the sole discretion of the COUNTY, this Contract may be extended in increments of one year, for a maximum potential contract of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of extending the Contract for the full one year, this Contract may be extended on a month-to-month basis, upon written notice to the Contractor at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal. In addition, upon notice of at least ten days, the Director may extend the final contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY.

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

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

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

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

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

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

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

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

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

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

//

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



ATTEST:

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

By [Signature]  
Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By [Signature]  
Deputy

COUNTY OF LOS ANGELES

By [Signature]  
Mayor, Board of Supervisors

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

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

By [Signature]  
Deputy

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

**# 18** - JAN 11 2011

[Signature]  
SACHI A. HAMAI  
EXECUTIVE OFFICER

WURZEL LANDSCAPE, INC.

By [Signature]  
Its President

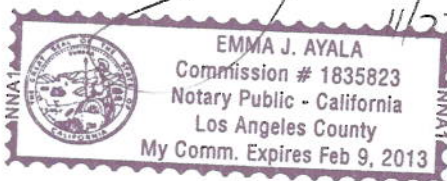
Marc Wurzel  
Type or Print Name

By [Signature]  
Its Secretary

Doris Wurzel  
Type or Print Name

[Signature]

Emma J. Ayala, Notary  
11/27/2010



77463

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On Nov. 30, 2010 before me, L. B. Campos, Notary Public,  
(Here insert name and title of the officer)

personally appeared Marc William Wurzel

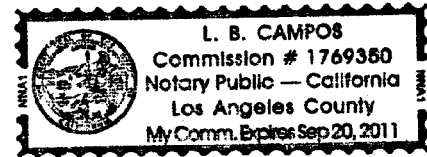
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument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

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

WITNESS my hand and official seal.

L. B. Campos  
 Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Public Works Headquarters  
(Title or description of attached document)

Complex (2010-PA023)  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date 11/22/10

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer  
President  
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On Nov. 30, 2010 before me, L. B. Campos, Notary Public,  
(Here insert name and title of the officer)

personally appeared Doris Alvonne Murzel

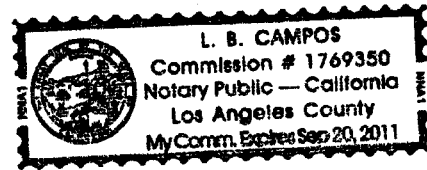
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

L. B. Campos  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Public Works Headquarters  
(Title or description of attached document)

Complex (2010-PA023)  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date 11/22/10

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

Secretary  
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

SCOPE OF WORK

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR PUBLIC WORKS  
HEADQUARTERS COMPLEX

A. Public Works Contract Manager

Public Works Contract Manager will be Ms. Victoria Valles of Operational Services Division, who may be contacted at (626) 458-7393, e-mail address: [vvalles@dpw.lacounty.gov](mailto:vvalles@dpw.lacounty.gov), Monday through Thursday. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the Contract Manager. The Contractor will be notified in writing when there is a change in the Contract Manager.

B. Work Location

The facility to be maintained is located at the County of Los Angeles Department of Public Works Headquarters Complex at 900 South Fremont Avenue, Alhambra, California 91803. The jobsite may be landscaped with turf, groundcover, shrubs, trees, and may be irrigated by manual and/or automatic irrigation systems.

C. Work Description

The following are the general requirements governing the work to be performed and the manner of performance.

1. LAWNS

- a. The Contractor shall mow the lawns on a weekly basis on Fridays (as required and weather permitting) to maintain a neat appearance. Lawn shall be trimmed to all walks, curb paving, headers, and shrub areas.

Debris from this work shall be removed from the worksite by the Contractor and the area left in a neat and clean condition.

- b. Contractor shall scalp and dethatch the lawn areas twice yearly. Once during the fall season, usually in October, weather permitting, and once again in the spring season during March or April. Contractor shall seed lawns twice yearly during fall and spring with a Triple Crown Dwarf and Manhattan II, after the lawn areas have been scalped and dethatched.

- c. Contractor shall apply organic fertilizer three times each year in early spring (March to April), summer (June to August), and fall

(September to October) to maintain color and vigor. A nonburning commercial organic fertilizer material shall be used at the rate of recommended by the manufacturer. Contractor shall submit to the Public Works a delivery slip containing quantity purchased for each application.

- d. As required, Contractor shall treat and control broadleaf weeds, for example dandelions, with safe and selective herbicides at a minimum of four times a year.
- e. Certain lawn weeds (e.g., Bermuda grass and Crabgrass) are not effectively controlled using selective chemical herbicides. Infestations of grass weeds as stated shall be identified and eliminated. This work shall include spraying a complete clean-up chemical such as "Round-up" or the latest chemical used by industry standards. This work shall also include spraying the infested area, mechanical removal of the targeted weeds, and reseeding with desirable lawn seed.
- f. Suggested weed control products (or the equivalent) include the following: Scotts Turf Builder with Halts Crabgrass Preventer (May), Scotts Turf Builder Plus 2 Weed Control (June), Scotts Super Turf Builder with Summer Guard (August), and Scotts Winterizer Fall Lawn Fertilizer (October).
- g. Mechanical damage and/or dead patches that may occur in turf areas shall be reseeded by Contractor to maintain a full and even lawn.
- h. Contractor shall adjust and program the irrigation system to deliver adequate soil moisture to the lawn areas as determined by a weekly inspection. Contractor shall inspect weather station and the weather-based automatic irrigation controller on a weekly basis.
- i. Contractor shall only use walk mowers with a blade diameter of 35 inches or less. Riding mowers will not be allowed.
- j. Contractor shall perform hand sweeping Monday through Thursday. Blowers will be allowed before 6:30 a.m. and/or during nonpopulated times. If blower is used, electric blower is recommended.
- k. Contractor shall assign a minimum of one landscape maintenance worker (or the equivalent) to Public Works Headquarters Complex for eight hours a day, Monday through Friday, for general grounds maintenance work.



2. GROUND COVERS AND SHRUBS

- a. Contractor shall ensure all plants receive sufficient water to ensure healthy growth.
- b. Contractor shall prune or trim ground covers neatly away from shrubs, trees, walks, walls, headers, etc. weekly. If power pruner is used, electric power pruner is recommended.
- c. Contractor shall prune shrubs to maintain a natural shape and proper size as a continual operation so plants will not develop stray or undesirable growth. Hedging of shrubs is allowed only along Fremont Avenue, Orange Avenue, and Date Street. Contractor may shear using electric shear.
- d. Contractor shall clean ground cover beds weekly of all debris, leaves, branches, papers, bottles, etc.
- e. Contractor shall replace dead, missing, and unhealthy looking ground cover plants to maintain full even and healthy looking planting beds. Contractor shall submit a proposal for replacement of plants to Public Works before beginning installation. Plants shall not be replaced with different types unless there is consistency in design.
- f. Contractor shall regularly cultivate the open soil between plants where planting permits. Intruding weeds shall be removed by hand wherever possible. Where weed infestation is in a large area and as approved by the Department, weeds can be controlled by chemical means.
- g. Contractor shall apply fertilizer twice a year or as required to stimulate growth.
- h. Contractor shall replace annuals in front of the Department of Public Works sign at the corner of Orange and Fremont Avenue, minimum twice a year.

3. TREE

- a. Contractor shall clearance prune all trees up to 8 feet in height. Trees shall be pruned in a manner to develop (in most cases) open and even branching so as not to overlay one another; to eliminate dead, diseased, or branch forks that lack strength; and to reduce toppling and wind damage by thinning out and shaping.

- b. Contractor shall trim trees around parking lots, fences, and roads (including hedges outside of the fences along Fremont Avenue, Orange Avenue, and Date Street) to provide sufficient bottom clearance to allow unobstructed vehicle and pedestrian traffic. Trees shall be trimmed to not obstruct view of signs, etc.
- c. Contractor shall water and fertilize all trees sufficiently to ensure health and growth. Deep root feeding of all trees shall be done once in early spring (April) every year to promote healthy growth.
- d. Contractor shall properly stake and tie trees as necessary. Trees tied shall be inspected at least three times a year to prevent bark wounds caused by abrasion. Removal of tree stakes shall be considered as soon as possible to encourage tree development.
- e. Contractor shall routinely inspect trees for insects and diseases. Approved chemical sprays shall be applied, if required, for the following insect and disease infestations: Aphids, mealybugs, mites, snails, whiteflies, thrips, gophers, fungus diseases, etc.
- f. Contractor shall twice annually (June and December) have a certified arborist conduct a site visit and provide a written report to Public Works.

4. LITTER

- a. Contractor shall keep all walks clear of debris from the maintenance operations, erosion run-off from storms, and irrigation or windblown debris on a daily basis.

5. PEST CONTROL

- a. Contractor shall inspect all plant materials for insects and diseases. Approved chemical sprays shall be applied, if required, for the following insect and disease infestations: Aphids, mealybugs, mites, snails, whiteflies, thrips, gophers, fungus diseases, etc. All chemical sprays shall be approved by the Department prior to use.
- b. The preferred method of control shall be biological control or with nontoxic, biodegradable, organic materials. If stronger materials are needed, only materials that are recommended by a licensed Pest Control Advisor and are Environmental Protection Agency approved and regulated shall be used. Application of said product shall only be done under the direct supervision of a California Qualified Applicator certified by the State of California and registered with the County of Los Angeles.

- c. All Contractor's personnel shall exercise the proper use of Personal Protective Equipment (PPE) and the proper use of chemical controls, spray equipment, and keep Material Safety Data Sheets (MSDS) on site and take any necessary prudent safety precautions.

6. IRRIGATION SYSTEM

- a. Contractor's personnel shall inspect the irrigation systems weekly (preferably on Fridays) for broken and clogged heads, malfunctioning or leaking valves or any other condition which hampers the correct operation of the system. Contractor shall sequence operation of the system. Automatic irrigation controls, sprinkler heads, and control valves requiring repairs shall be reported to Facilities Management immediately so that necessary action can be taken.
- b. Contractor shall adjust and clean sprinkler heads, risers, Polyvinyl Chloride (PVC) piping, and automatic or manual sprinkler control valves to maintain the system in an efficient operating condition. Sprinkler heads shall be adjusted a minimum of once a month to provide even water coverage to planted areas. At no additional cost, the Contractor shall replace the following sprinkler parts as required to maintain the irrigation system in fully operative condition: PVC plastic pipe, fittings, control valves, and sprinkler heads damaged by landscape maintenance operations and the replacement and repair of major piping (up stream of automatic control valves), control valves, sprinkler heads, and irrigation controllers due to normal wear and tear. Contractor shall maintain and replace low voltage wiring from controllers to valve as needed to maintain efficient operations.
- c. Contractor shall program the automatic irrigation controllers to deliver adequate soil moisture, as determined by monthly (or more) personal inspection. Specific care shall be taken to keep irrigation runoff to a minimum. Contractor shall turn off the irrigation system or the irrigation clocks during rainy weather, or high moisture periods where watering is not required.

7. INDOOR PLANTS

Contractor shall provide upkeep for various predetermined indoor plants, which shall be part of the regular duties of the employees assigned for general grounds maintenance work. Contractor shall have knowledge as to the care and upkeep for various predetermined indoor plants. Replace plants or other potting soil amendments (as-needed). A list of the indoor plant locations is located in Exhibit G, Indoor Plant Locations.

8. INSPECTION AND WORKMANSHIP

- a. All work shall be in a workmanlike manner to the satisfaction of the Director. Any unacceptable work shall be corrected at no additional cost and shall be accomplished in a timely manner.
- b. Contractor shall provide such adequate supervision as to furnish weekly surveillance and inspection of workmanship and adherence to schedules by the crews performing the work under this contract.
- c. The facilities shall be assigned a regular, on-site experienced landscape maintenance worker(s), along with an as-needed on-call experienced landscape maintenance supervisor, together with all the necessary materials, tools, and equipment for the complete performance of this work.
- d. Contractor's personnel shall not perform work during inclement weather, which may destroy or damage ground cover or turf areas. On rainy days the Contractor shall turn off irrigation clocks, check storm drains, and check for storm damage to the landscape.
- e. Any plant material that dies due to Contractor's improper maintenance procedures shall be replaced by the Contractor up to a maximum 15-gallon size at no cost to Public Works. Damages to trees and other plant materials due to circumstances beyond the control of the Contractor will be remedied by Public Works. Upon request by Public Works, the Contractor shall plant the trees and other plant material at no cost to the County.

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

D. Additional Work

1. The Contract Manager may authorize the Contractor to perform additional work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third-party negligence; or improvements in order to add new, modify existing, or to refurbish existing landscaping and irrigation systems. If the Contract Manager determines such additional work can be obtained in whole or in part by temporarily modifying the Contractor's tasks and work schedules, he or she may direct such modification.

2. Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. No additional work shall commence without written authorization from the Contract Manager. However, when a condition threatens imminent injury to the public or damage to property, the Contract Manager may orally authorize the work to be performed upon receiving an oral estimate from the Contractor. Within 24 hours after receiving an oral authorization, the Contractor shall submit a written estimate to the Contract Manager for approval.
3. All additional work provided herein shall commence on the specified date established. The Contractor shall proceed diligently to complete said work within the time allotted.

E. Hours and Days of Service

Hours and services shall be primarily 5 a.m. to 2 p.m., Monday through Friday, each week, except legal holidays, at which time the service shall be done before or after such holiday. Work hours may be altered, when necessary, with the approval of the Contract Manager.

F. Utilities

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

G. Storage Facilities

Public Works will provide a small storage shed for the Contractor. Public Works will not be liable or responsible for any damage, by whatever means, or theft of materials or equipment from the worksite. At no time are chemicals, gasoline, or gasoline operated equipment to be stored in the shed.

H. Removal of Debris

All debris derived from these services shall be removed from Public Works property and become the property of the Contractor. The Contractor shall dispose of all debris from these services in a legally established area appropriate for type of debris being disposed. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System.

The Contractor is advised that due to the nature of this Contract, discarded hazardous waste may be encountered during the performance of this contract.

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

I. Special Safety Requirements

All Contractor's personnel shall be expected to observe all applicable Cal/OSHA and departmental safety requirements while at departmental job site. All herbicide applications shall be under the direct supervision of a Commercial Application certified by the State of California. MSDS sheets shall be kept on site.

J. Maps

A site plan of the Public Works Headquarters Complex is included in Exhibit F, Public Works Site Map.

K. Responsibilities of the Contractor

1. The Contractor shall furnish all labor, materials, tools, equipment, transportation, fertilizer, insecticides, herbicides, and other items needed to perform landscape maintenance work as outlined.
2. All work shall be performed in accordance with accepted horticultural standards of quality and workmanship so as to maintain the landscape in the highest possible aesthetic condition.
3. Contractor shall provide landscape personnel with the skills and experience necessary to perform the various landscape activities for the full performance of this work.
4. Contractor shall provide at a minimum the following number of staff as indicated below:
  - a. One on-site landscape maintenance worker for eight hours, Monday through Friday.
  - b. One irrigation technician for four hours, every Friday. Testing on running sprinklers can only be performed on Fridays. All other repairs on the irrigation system can be carried out during the rest of the work week.
  - c. One arborist two times a year.

- d. One weed control certified spray operator to be available on an as-needed basis.
  - e. A minimum number of three mowing crew laborers, every Friday.
  - f. A landscape maintenance supervisor to be available on an as-needed basis.
5. Contractor must register annually with each County Agricultural Commissioner in those areas they plan to do work.
  6. Contractor must provide annual handler training.
  7. Contractor must store the pesticides properly.
  8. All pesticide, rodenticide, herbicide, and other such chemical application shall be under the direct supervision of a supervisor or employee with a valid and active California Qualified Applicator certified by the State of California and registered with the County of Los Angeles.
  9. Contractor shall possess a valid and active C27 – Landscaping Contractor's License, California Qualified Applicator License, and California Pest Control Business License, throughout the term of the contract.

L. Responsibilities of Public Works

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

M. Project Safety Official

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

N. Liquidated Damages

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

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

2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
  - a. All of the time limits and acts required to be done by both parties are of the essence of the Contract;
  - b. The parties are both experienced in the performance of the Contract work;
  - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;
  - d. The parties are not under any compulsion to contract;
  - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
  - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
  - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
3. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$500 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.



SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

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

B. Definitions

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

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

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

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

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

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

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

Day. Calendar day(s) unless otherwise specified.

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Headings

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

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT  
ADMINISTRATION

A. Amendments

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

B. Assignment and Delegation

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

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

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

C. Authorization Warranty

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

D. Budget Reduction

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

E. Complaints

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

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

F. Compliance with Applicable Laws

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

G. Compliance with Civil Rights Laws

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

H. Confidentiality

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

I. Conflict of Interest

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

Interest Certification" (Form PW-5).

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

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

K. Consideration of Hiring GAIN and GROW Participants

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

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

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

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under



California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both. (Los Angeles County Code Chapter 2.202)

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

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

O. County's Quality Assurance Plan

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

P. Damage to County Facilities, Buildings, or Grounds

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

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

Q. Employment Eligibility Verification

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

R. Facsimile Representations

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

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under

any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Force Majeure

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

U. Governing Laws, Jurisdiction, and Venue

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

V. Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or

district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

W. Nondiscrimination and Affirmative Action

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

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

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

X. Nonexclusivity

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

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

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

Z. Notice of Delays

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

AA. Notice of Disputes

Contractor shall bring to the attention of the Contract Manager any dispute between County and Contractor regarding the performance of services as stated in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

BB. Notice to Employees Regarding the Federal Earned Income Credit

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

CC. Notices

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

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

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

DD. Publicity

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

1. Contractor shall develop all publicity material in a professional manner.
2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of

County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.

3. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

EE. Public Records Act

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

FF. Record Retention and Inspection/Audit Settlement

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

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

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may suspend or terminate for default or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

GG. Recycled-Content Paper Products

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

HH. Security and Background Investigations

Security and background investigations of Contractor's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting Contract. The cost of background checks is the responsibility of the Contractor.



II. Subcontracting

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

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

JJ. Validity

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

KK. Waiver

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

LL. Warranty Against Contingent Fees

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

SECTION 3

TERMINATIONS/SUSPENSIONS

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

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

B. Termination/Suspension for Convenience

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

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

C. Termination/Suspension for Default

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

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

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

D. Termination/Suspension for Improper Consideration

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

E. Termination/Suspension for Insolvency

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

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

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

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

G. Termination/Suspension for Nonappropriation of Funds

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

## SECTION 4

### GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

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

B. Cooperation

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

C. Cooperation and Collateral Work

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

D. Equipment, Labor, Supervision, and Materials

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

E. Gratuitous Work

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

F. Jobsite Safety

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

G. Labor

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

H. Labor Law Compliance

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

I. Overtime

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

J. Permits/Licenses

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

K. Prohibition Against Use of Child Labor

1. Contractor shall:

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



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

L. Public Convenience

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

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

N. Quality of Work

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

O. Quantities of Work

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

P. Safety Requirements

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

Q. Storage of Material and Equipment

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

R. Transportation

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

S. Work Area Controls

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

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

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

B. Indemnification

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

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature

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

D. General Insurance Requirements

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

Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

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

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

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

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

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

the Required Insurance provisions herein.

4. Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.
5. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.
6. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
7. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
8. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
9. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.
10. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to

reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

11. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
12. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
13. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
14. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers shall be designated as an Additional Covered Party under any approved program.
15. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

E. Compensation for County Costs

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

F. Insurance Coverage Requirements

1. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming The County of Los

Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers as an additional insured, with limits of not less than:

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

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



SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

B. Chapter 2.202 of County Code

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

C. Nonresponsible Contractor

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

D. Contractor Hearing Board

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

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

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

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

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

B. Written Employee Jury Service Policy

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

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

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

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

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

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

B. Notice to Employees Regarding the Safely Surrendered Baby Law

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

SECTION 9

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. Living Wage Program

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

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B under this Contract:

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

2. For purposes of this Section, "Contractor" includes any Subcontractor engaged by Contractor to perform services for County under this Contract. If Contractor uses any Subcontractor to perform services for County under this Contract, the Subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to County under this Contract. "Full-time"

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

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

C. Contractor's Submittal of Certified Monitoring Reports

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

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

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

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

E. County Auditing of Contractor Records

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

F. Notifications to Employees

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



G. Enforcement and Remedies

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

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

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

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

H. Use of Full-Time Employees

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

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

I. Contractor Retaliation Prohibited

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

J. Contractor Standards

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

K. Neutrality in Labor Relations

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

## SECTION 10

### TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

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

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

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

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

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

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

SECTION 11

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

SECTION 12

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX  
REDUCTION PROGRAM

A. Defaulted Property Tax Reduction Program

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

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

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

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

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

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

## SECTION 13

### PROPRIETARY CONSIDERATIONS

#### A. Ownership of County Materials

Contractor and County agree that all materials, including, but not limited to, designs, specifications, techniques, plans, reports, deliverables, data photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any other materials or information developed under this Contract and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain rights, know-how, and any other proprietary rights and derivatives thereof, is and shall be the sole property of County (hereafter collectively, "County Materials"). Contractor hereby assigns and transfers to County all Contractor's rights, titles, and interest in and to all such County Materials developed under this Contract.

Notwithstanding such County ownership in the County Materials, Contractor may retain possession of working papers and materials prepared by Contractor under this Contract. During and for a minimum of five years subsequent to the term of this Contract, County shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

#### B. Transfer to County

Contractor shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in County, all Contractor's rights, titles, and interest in and to the County Materials, including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Contract. County shall have the right to register all applicable copyrights, trademarks and patents in the name of the County of Los Angeles. Further, County shall have the right to assign, license, or otherwise transfer any and all County's rights, titles, and interest, including, but not limited to, copyrights, trademarks, and patents, in and to the County Materials.

#### C. Indemnity

Contractor represents and warrants that the County Materials prepared herein under this Contract, is the original work of Contractor and does not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the County Materials that are not the original work of Contractor, Contractor

represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the County Materials.

Contractor shall defend, indemnify and hold County harmless against any claims by third parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from County's use of County Materials created and/or prepared by Contractor. Contractor will also indemnify and defend at its sole expense, any action brought against County based on a claim that County Materials furnished hereunder by Contractor and used within the scope of this Contract infringe any copyright, patent, trade secret, trademark, or any other claimed intellectual property or proprietary right of third parties, and Contractor shall pay any costs, damages and attorney's fees incurred by County. County will notify Contractor promptly and in writing of any such action or claim and will permit Contractor to fully participate in the defense thereof.

D. Copyright Notices

Contractor shall affix the following notice to all County Materials: "@ Copyright 2010 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor shall affix such notice on the title page of all images, photographs, documents and writings; and otherwise as County may direct.

E. Acknowledgement/Attribution

County shall also have the sole right to control the preparation, modification and revisions to, all acknowledgment and/or attribution language for all County Materials resulting from this Contract. County will however, exercise reasonable efforts to honor requests by Contractor seeking removal of all acknowledgment and/or attribution language relating to the Contractor, should Contractor no longer wish to receive attribution for its work on the County Materials.





Department of the Treasury  
Internal Revenue Service

EXHIBIT C

Notice 1015

(Rev. December 2008)

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

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**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 2008 are less than \$41,646 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 9, 2009.

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 the IRS website at [www.irs.gov](http://www.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 the 2008 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

**How Do My Employees Claim the EIC?**

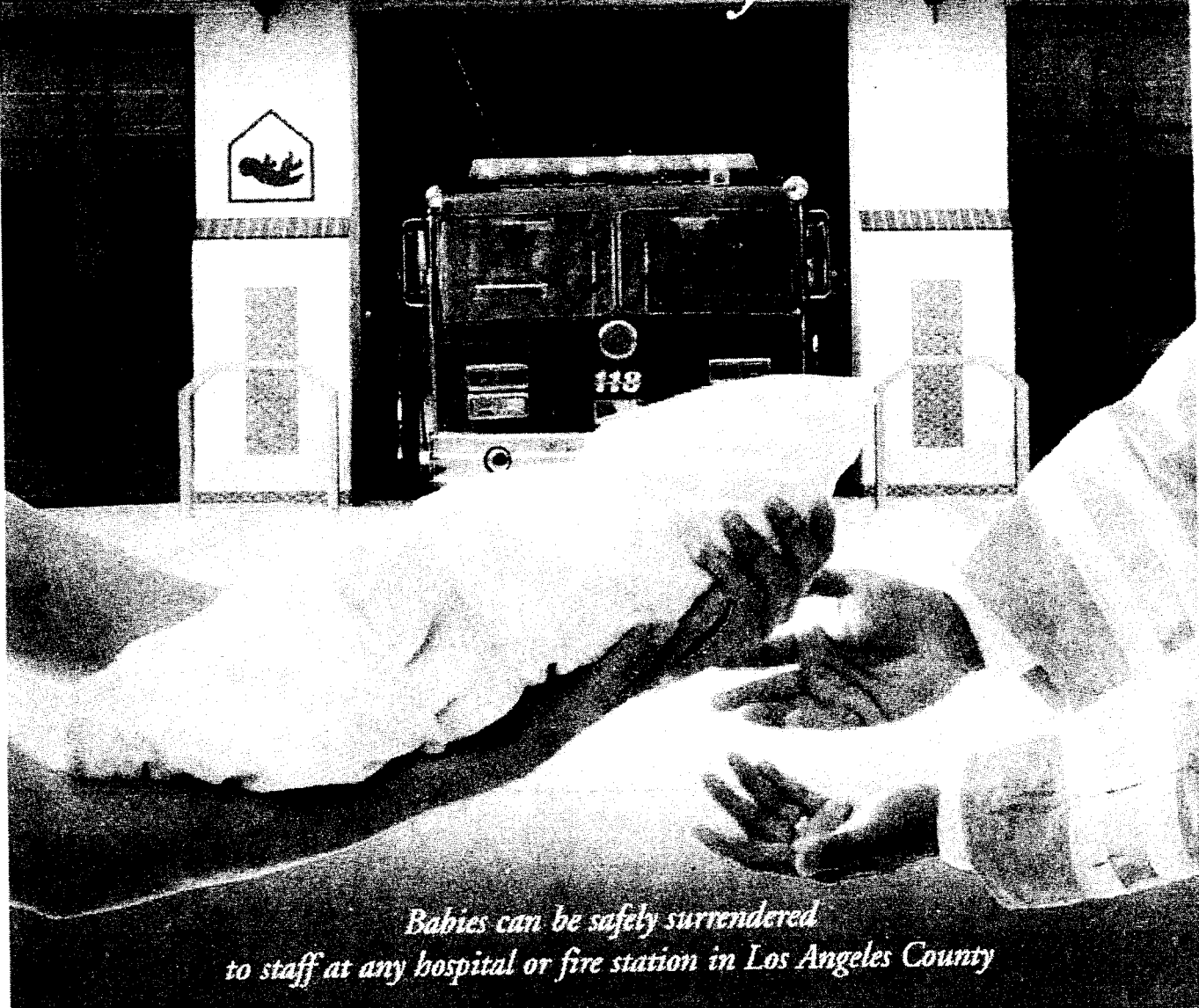
Eligible employees claim the EIC on their 2008 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2008 and owes no tax but is eligible for a credit of \$825, he or she must file a 2008 tax return to get the \$825 refund.

**How Do My Employees Get Advance EIC  
Payments?**

Eligible employees who expect to have a qualifying child for 2009 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

EXHIBIT D

# *Safely* Surrendered *Baby Law*



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

**No shame. No blame. No names.**

**In Los Angeles County: 1-877-BABY SAFE • 1-877-222-8723**

[www.babysafe.org](http://www.babysafe.org)



# Safely Surrendered Baby Law

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

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

## How does it work?

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

## What if a parent wants the baby back?

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

## Can only a parent bring in the baby?

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

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

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

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

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

## What happens to the baby?

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

## What happens to the parent or surrendering adult?

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

## Why is California doing this?

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

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the ankle 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 Angeles*

*Sin pena. Sin culpa. Sin nombres.*

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-8123

[www.babysafe.org](http://www.babysafe.org)



# Ley de Entrega de Bebés Sin Peligro

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

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

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

## ¿Cómo funciona?

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

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

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

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

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

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

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

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

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

## ¿Qué pasará con el bebé?

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

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

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

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

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

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto servía como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y le enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

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

**2.206.010 Findings and declarations.**

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

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

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

## EXHIBIT E

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

### **2.206.030 Applicability.**

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

### **2.206.040 Required solicitation and contract language.**

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

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

### **2.206.050 Administration and compliance certification.**

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

## EXHIBIT E

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

### **2.206.060 Exclusions/Exemptions.**

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

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



## EXHIBIT E

provision;

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

### **2.206.070 Enforcement and remedies.**

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

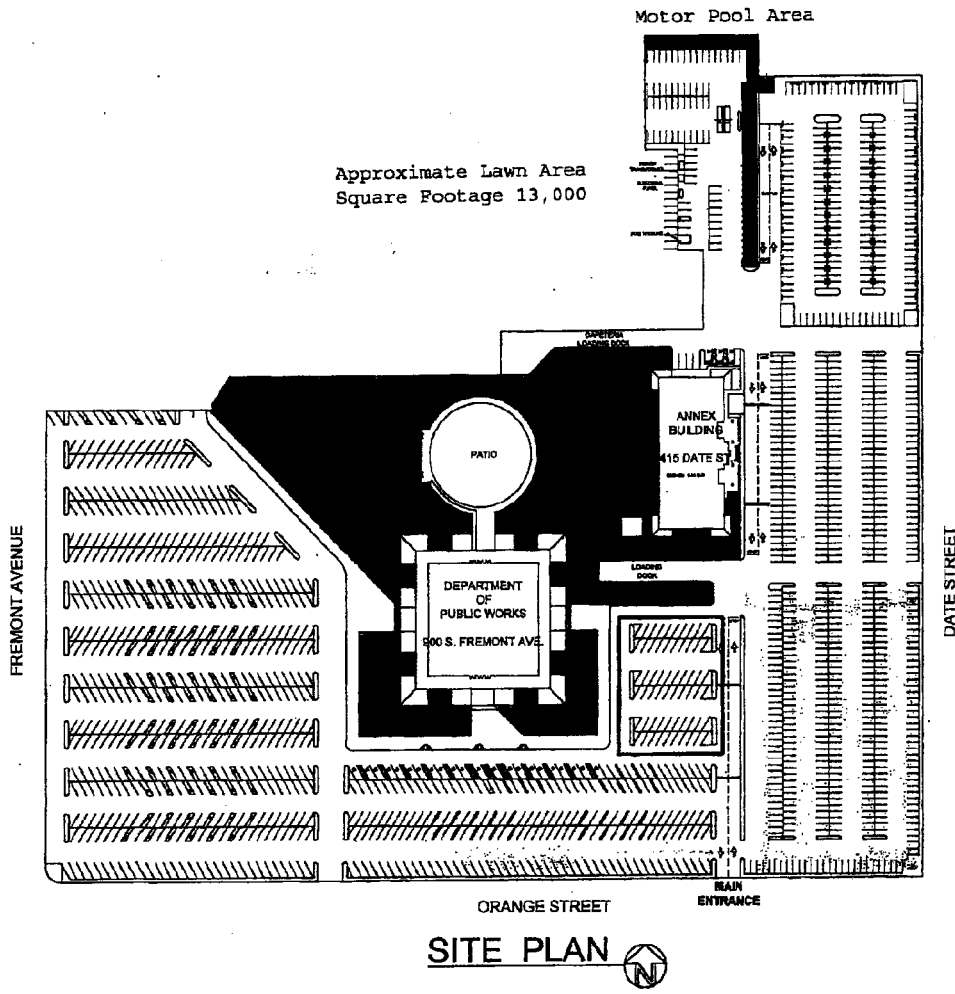
### **2.206.080 Severability.**

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

**EXHIBIT E**

P:\aspub\CONTRACT\ALL OTHERS\CONTRACTING FORMS\RFP\11 Exhibit E\_Default Tax.docx

PUBLIC WORKS SITE MAP



**INDOOR PLANT LOCATIONS**  
**FOR**  
**LANDSCAPE AND GROUNDS MAINTENANCE SERVICES AT**  
**PUBLIC WORKS HEADQUARTERS COMPLEX**

<b>ITEM</b>	<b>LOCATION</b>	<b>NUMBER OF PLANTS</b>
1.	Headquarters - Lobby	1
2.	Headquarters - 2nd Floor a. Southeast Corner of Building – Facilities Management Section.	5
3.	Headquarters – 5th Floor a. North Side of Building – Entrance and Conference Room.	3
4.	Headquarters – 12th Floor a. North Side of Building – Administration Section.	Multiple
5.	Annex – Lobby	1
6.	Alhambra Room - Stairwell	2
7.	Conference Room - Lobby	4

3214 Oakdell Road  
Studio City, CA 91604-4221  
Tel: 818.762.8653  
800.303.8653  
Fax 818.769.9038  
Lic. 732831

Wurzel Landscape

**Proposal for Landscape  
Maintenance Services  
Headquarters Complex  
(2010-PA023)**

*Authorized to make presentations & bind  
for corporation:*

*Marc Wurzel, President*  
*Submitted: September 8, 2010*

ORIGINAL

## Wurzel Landscape

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Headquarters 2010-PA023

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# WURZEL LANDSCAPE

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## PROPOSAL FOR LANDSCAPE MAINTENANCE SERVICES Headquarters Complex (2010-PA023)

We represent that we have made a meticulous review of the specifications for work as defined in Part II Exhibit A and have inspected the actual physical site where work is to be performed. We have a thorough knowledge as to the work and the methods that need to be utilized to perform services in the highest standards.

Wurzel Landscape intends to perform the Contract as a single Proposer and will bear sole and complete responsibility for all work as defined in Part II Exhibit A.

Individual authorized to make representations for Wurzel Landscape:

Marc Wurzel, President      (818) 762-8653 Tel.  
3214 Oakdell Road      (818) 769-9038 Fax  
Studio City, CA 91604

  
\_\_\_\_\_  
Marc Wurzel      President

3214 OAKDELL ROAD  
STUDIO CITY, CA 91604-4221  
TEL: (818) 762-8653  
FAX: (818) 769-9038  
WURLAN@AOL.COM  
LIC. 732831



# WURZEL LANDSCAPE

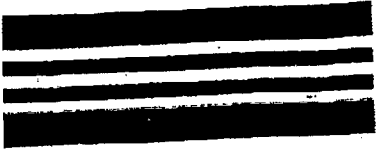
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## Corporate Background

- Wurzel Landscape is a corporation, for profit entity.
- Wurzel Landscape has been certified as a Small Business Enterprise by the State of California (61663) and the County of Los Angeles (50314701).
- Articles of Incorporation and By-laws are attached.
- Board of Directors: Marc Wurzel      President/Vice President  
   Doris Wurzel      Secretary/Treasurer
- Wurzel Landscape has been a California corporation for thirteen years, since October 22, 1996. Prior to that time, the entity was a partnership operating under the name Wurzel Landscape Maintenance for twenty-three years, June 1, 1973 until the date of incorporation in 1996.
- Persons holding five percent or more interest in Wurzel Landscape:
  - March Wurzel 50%                      Doris Wurzel 50%
- Organizational chart and corporate documents are attached.

3214 OAKDELL ROAD  
STUDIO CITY, CA 91604-4221  
TEL: (818) 762-8653  
FAX: (818) 769-9038  
LIC. 732831



State of California  
Secretary of State



**STATEMENT OF INFORMATION**  
(Domestic Stock and Agricultural Cooperative Corporations)

**FEES (Filing and Disclosure): \$25.00. If amendment, see instructions.**  
**IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

This Space For Filing Use Only

S

1. **CORPORATE NAME** (Please do not alter if name is preprinted.)

C1792592  
WURZEL LANDSCAPE  
3214 OAKDELL ROAD  
STUDIO CITY CA 91604

**DUE DATE:** 10-31-09

**NO CHANGE STATEMENT** (Not applicable if agent address of record is a P.O. Box address. See instructions.)

2. If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to **Item 16**.  
 If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement has been previously filed, this form must be completed in its entirety.

**COMPLETE ADDRESSES FOR THE FOLLOWING** (Do not abbreviate the name of the city. Items 3 and 4 cannot be P.O. Boxes.)

	CITY	STATE	ZIP CODE
3. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE			
4. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY		CA	
5. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 3			

**NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS** (The corporation must have these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

	ADDRESS	CITY	STATE	ZIP CODE
6. CHIEF EXECUTIVE OFFICER/				
7. SECRETARY/				
8. CHIEF FINANCIAL OFFICER/				

**NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS** (The corporation must have at least one director. Attach additional pages, if necessary.)

	ADDRESS	CITY	STATE	ZIP CODE
9. NAME				
10. NAME				
11. NAME				

12. **NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:**  
**AGENT FOR SERVICE OF PROCESS** (If the agent is an individual, the agent must reside in California and Item 14 must be completed with a California street address (a P.O. Box address is not acceptable). If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 14 must be left blank.)

	CITY	STATE	ZIP CODE
13. NAME OF AGENT FOR SERVICE OF PROCESS			
14. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL		CA	

**TYPE OF BUSINESS**

15. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

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

*Pass* *Marc Clavel*

5

State of California  
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

WURZEL LANDSCAPE

FILE NUMBER: C1792592  
FORMATION DATE: 10/21/1996  
TYPE: DOMESTIC CORPORATION  
JURISDICTION: CALIFORNIA  
STATUS: ACTIVE. (GOOD STANDING)

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

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

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



IN WITNESS WHEREOF, I execute this certificate  
and affix the Great Seal of the State of  
California this day of July 30, 2008.

*Debra Bowen*

DEBRA BOWEN  
Secretary of State



State of California

Bill Jones
Secretary of State

P.O. Box 944200
Sacramento, CA 95844-2000
Phone: (916) 657-3537

STATEMENT BY DOMESTIC STOCK CORPORATION
THIS STATEMENT MUST BE FILED WITH CALIFORNIA SECRETARY OF STATE (SEC. 352, CORPORATIONS CODE)

A \$10 FILING FEE MUST ACCOMPANY THIS STATEMENT.

WHEN COMPLETING FORM, PLEASE USE BLACK TYPEWRITER RIBBON OR BLACK INK

IMPORTANT—Please Read instructions On Back Of Form

1.

1792592

DUE DATE JANUARY 21, 1997

WURZEL LANDSCAPE

DO NOT WRITE IN THIS SPACE

DO NOT ALTER PREPRINTED NAME, IF ITEM NO. 1 IS BLANK PLEASE ENTER CORPORATE NAME.

THE CALIFORNIA CORPORATION NAMED HEREIN, MAKES THE FOLLOWING STATEMENT

Table with 4 rows and 4 columns: 2. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE, ROOM NO., 2A. CITY AND STATE, 2B. ZIP CODE; 3. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, ROOM NO., 3A. CITY, 3B. ZIP CODE; 4. MAILING ADDRESS, ROOM NO., 4A. CITY AND STATE, 4B. ZIP CODE.

THE NAMES OF THE FOLLOWING OFFICERS ARE:

Must have these three officers (Sec. 312, Corporations Code). An officer may hold more than one office.

Table with 4 rows and 4 columns: 5. CHIEF EXECUTIVE OFFICER, 5A. STREET ADDRESS (SEE REVERSE SIDE), 5B. CITY AND STATE, 5C. ZIP CODE; 6. SECRETARY, 6A. STREET ADDRESS (SEE REVERSE SIDE), 6B. CITY AND STATE, 6C. ZIP CODE; 7. CHIEF FINANCIAL OFFICER, 7A. STREET ADDRESS (SEE REVERSE SIDE), 7B. CITY AND STATE, 7C. ZIP CODE.

DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS (Attach supplementary list if necessary)

Must have one or more directors (Chap. 3, Sec. 301a, Corporations Code). Statements not listing directors will be rejected.

Table with 4 rows and 4 columns: 8. NAME, 8A. STREET ADDRESS (SEE REVERSE SIDE), 8B. CITY AND STATE, 8C. ZIP CODE; 9. NAME, 9A. STREET ADDRESS (SEE REVERSE SIDE), 9B. CITY AND STATE, 9C. ZIP CODE; 10. NAME, 10A. STREET ADDRESS (SEE REVERSE SIDE), 10B. CITY AND STATE, 10C. ZIP CODE.

11. THE NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY: -0-

DESIGNATED AGENT FOR SERVICE OF PROCESS (Only one agent may be named and must reside in California.)

12. NAME
Marc Wurzel

13. CALIFORNIA STREET ADDRESS IF AGENT IS AN INDIVIDUAL (DO NOT USE P.O. BOX) DO NOT INCLUDE ADDRESS IF AGENT IS A CORPORATION.
3214 Oakdell Road, Studio City, CA 91604

DESCRIBE TYPE OF BUSINESS OF THE CORPORATION NAMED IN ITEM 1.

14. TYPE OF BUSINESS
Landscaping, irrigation system and lighting installation and maintenance

15. I DECLARE THAT I HAVE EXAMINED THIS STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT AND COMPLETE.

Handwritten signature and date 1/20/97

17

# Wurzel Landscape Corporate Information

## *Experienced Professionals*

### **Background Information:**

Wurzel Landscape operates as a corporation under State of California Landscape Contractor License #732831, and has a history of being a long-standing member of the California Landscape Contractors Association. Our firm is also a licensed pest control business with the State of California and County of Los Angeles. Our staff includes a certified arborist who brings expert knowledge and experience to all tree pruning and related services. Our wholly owned subsidiary, Canyon Way Nursery, provides us with immediate access to quality nursery stock. We have experience spanning over thirty four years of working in the landscape field in all areas of the Los Angeles vicinity. Our own firm was founded thirty years ago and now operates with between sixty and seventy five experienced employees who have been fully trained in all aspects of the exterior and interior gardening profession. Our mid-level and upper level managers have been with us from seven to nineteen years. Marc Wurzel, President, has worked in this field for forty years and culled his experience as he created his own firm and brought it from partnership to corporation. We are an experienced team of experts priding ourselves on responsiveness to customer needs.

Since our inception we have been totally dedicated to servicing commercial landscape areas. We have performed maintenance services for the County of Los Angeles, cities of Agoura Hills, Burbank, Cypress, Downey, Lancaster, Santa Clarita and Los Angeles. Performance of services for private commercial institutions has spanned Riverside, Orange, Los Angeles, San Bernardino and Ventura Counties. Services have encompassed all phases of landscape maintenance including apartments, condominiums, homeowner associations, hospitals, train stations, equestrian centers, shopping centers, museums, national historical landmarks, memorial parks, city owned medians, buildings, and complete park maintenance which includes ball fields, tennis courts, sand play areas, horse shoe pits, graffiti removal, play equipment, rest rooms, and picnic areas.

We currently perform landscape maintenance tasks at such high profile sites as Autry Museum of National Heritage, Southwest Museum, Staples Center, L.A. Live, Los Angeles County Court House complexes, all City of Downey Public Parks and facilities, and the Los Angeles Dept. of Public Works West area sites. All of these sites have high public use and have given our team experience in performing their tasks to optimum levels while working with public safety in mind. Our long term experience and renewals of contracts evidence our clients' faith in our firm and appreciation of our high level of work and open communication with them to accomplish the standards they mandate.

Adding to our staff's technical experience we provide in-house training sessions weekly, as well as outside industry training seminars, to ensure utmost quality in the services we provide. Our low supervisor to employee ratio further ensures the highest service standards are attained. We have had many years of experience servicing private and municipality accounts which has given our staff the experience to fully accomplish duties outlined in the proposal scope of work.

## Wurzel Landscape

### Corporate Information, cont'd

During the years many accounts under our care have won Los Angeles Beautiful awards for our outstanding care of our landscape maintenance accounts.

We were honored in a televised ceremony by the Los Angeles City Council with an award presented by Tom LaBonge for our years of service in greening the city.

Our firm has also been presented with a Certificate of Recognition in appreciation for our dedication to the City of Los Angeles and the San Fernando Valley by Wendy Gruel, Tony Cardenas, and Alex Padilla.

We were also pleased to receive a Certificate of Recognition from the California State Assembly presented by Robert Hertzberg, then Speaker of the Assembly, for our efforts in helping to make the San Fernando Valley a better place in which to live and work.

We joined with Mayor Antonio Villagarosa in a ceremony memorializing the Metro Rail crash one year anniversary. We presented the gift of an oak tree to be planted in honor of the memories of the crash victims. Mayor Villagarosa aided members of our team in the planting of this memorial tree during the ceremony.

We are a firm that believes in aiding the community and were pleased to be recognized for all our efforts in doing so over the years of service to many types of sites.

As we service only municipal, commercial, and homeowner association accounts we have vast experience in caring for public facilities and gear our maintenance services to their unique needs. We believe in working with our clients to mutually accomplish the goal of a professionally maintained landscape area. We proudly present references of clients with whom we have had long term relationships evidencing our commitment to providing quality service.

## Green Business Practices

Wurzel Landscape has made an enduring commitment to environmental principles in its business operations. We participated in a series of interactive Go Green business seminars hosted by the Green Alliance that included our individual firm analysis and a detailed plan of action to follow to aid in our process of becoming certified as a Green business. Seminars included noted Green industry leaders with one on one personalized advice. We have gone on to implement the sustainable practices and continue to attend ongoing seminars to further educate us on new tools to implement and complete our certification goal.

No power hedge trimmers are used only had pruners and loppers to less fuel usage and give the landscape a natural appearance.

No gas powered blowers utilized hence eliminating dust and noise pollution and fuel waste.

On a list to purchase first commercially viable non petroleum powered equipment released in 2011.

All fertilizers utilized are composed of all natural ingredients and contain no environmentally harmful chemicals.

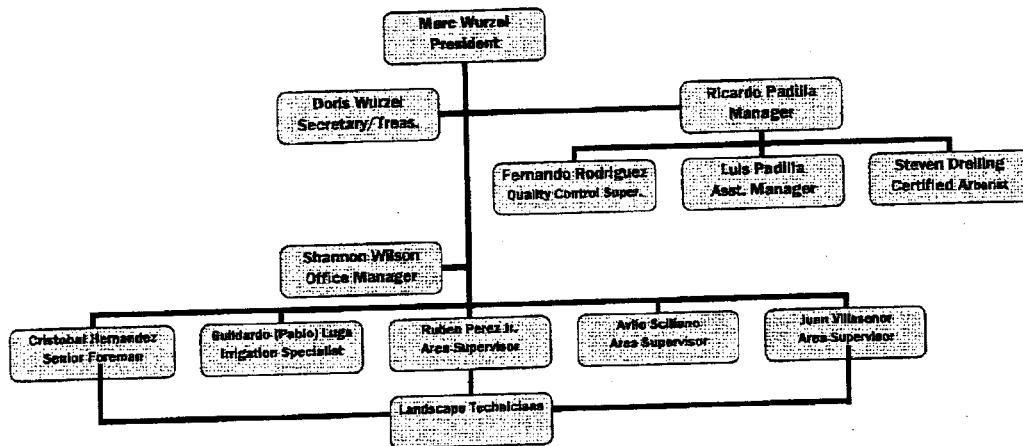
Our firm utilizes greenwaste recycling for all landscape trimmings. Wurzel Landscape, if allowed a space, will initiate and maintain a compost bin to prepare mulch with Headquarters trimmings thus further being green by eliminating travel and preparing mulch onsite.

Utilize mulch in all planters and tree wells to hold moisture producing a cooling effect on earth to not lose as much moisture and lower water use.

Our landscape maintenance teams are trained in water wise policies and experts in operation of all smart controllers i.e., Weathertrak, Rainbird & Irritrol.

A truck powered by compressed natural gas will be dedicated to the Headquarters facility.

## Wurzel Landscape Organizational Chart 2010



- |  |  |
|--|--|
| <p><b>President:</b></p> <p><b>Secretary/Treasurer:</b></p> <p><b>Manager:</b></p> <p><b>Quality Control Supervisor:</b></p> <p><b>Certified Arborist:</b></p> <p><b>Office Manager:</b></p> <p><b>Senior Foreman:</b></p> <p><b>Project Manager:</b></p> <p><b>Site Foreman:</b></p> <p><b>Landscape Technicians:</b></p> | <p>Oversees entire operation. Interfaces with customers &amp; employees</p> <p>Coordinates business operations and financial matters</p> <p>Manages employees and interfaces with customers</p> <p>Checks job sites and tutors employees</p> <p>Inspects trees at job sites , monitors health and structure</p> <p>Handles all clerical functions for the business</p> <p>Holds meetings with Foremen and addresses problems</p> <p>Reviews site specifications and directs Site Foreman</p> <p>Supervises and works along with Landscape Technicians</p> <p>Accomplish tasks as set forth in specifications</p> |
|--|--|



Wurzel Landscape, Inc.  
3214 Oakdell Road  
Studio City, CA 91604  
Tel: 818 762-8653  
800 303-8653  
Fax: 818.769.9038

# Cristobal Hernandez

---

**Position** Senior Foreman

**Summary of Qualifications** Twenty-three years experience in the landscape industry. The last eighteen years have been as a Senior Manager for Wurzel Landscape. Job duties include monitoring of job sites, communication with Project Foremen and Site Supervisors to insure quality performance.

**Education**

- On-going training including California Landscape Contractor Industry sponsored training conferences. Participation in in-house training as well as teaching classes in safety, landscape maintenance and teamwork to empower employees work ethic to result in highest standards in these elements

**Work Experience**

- 1991 - Present  
Wurzel Landscape Studio City, CA  
**Senior Foreman**
- 1986 - 1999  
Hernandez Maintenance San Fernando, CA  
**Owner**

**Relationship** Works with team to coordinate sites are fully staffed with trained personnel adequately equipped to meet specifications. Meets with upper management to discuss assessments and mentors other team members.

Wurzel Landscape, Inc.  
3214 Oakdell Road  
Studio City, CA 91604  
Tel: 818 762-8653  
800 303-8853  
Fax: 818.769.9038

# Fernando Rodriguez

---

- Position** Quality Control Supervisor
- Summary of Qualifications** Eighteen years experience in the landscape industry. Began his career as a landscape maintenance laborer and moved up through his diligence and dedication to his present position. Job duties include monitoring of job sites, communication with on Site Supervisors and employees to insure quality performance. Interfaces with clients to insure their needs are being met with the highest standards.
- Education**
- Leads in-house training as well as teaching classes in safety, landscape maintenance and teamwork to empower employees work ethic to result in highest standards in these elements
- Work Experience**
- 1991 - Present  
Wurzel Landscape Studio City, CA  
**Quality Control Supervisor**
- Relationship** Oversees all operations for sites, coordinating crew services to bring to fruition quality services as outlined in specification. Senior Foreman reports directly to Manager.

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## Gildardo Pablo Lugo

---

**Position** Irrigation Specialist

**Summary of Qualifications**

Twenty two years experience in the landscape industry. Joined Wurzel Landscape as a fully trained irrigator. with full working knowledge of Controllers i.e. Calsense, Eagle, Rainmaster. Studies technical manuals for controllers to keep up to date with the latest technologies of the Irrigation industry. Job duties include repair of irrigation such as main lines, sprinkler valves, sprinkler heads, repair and programming of controllers with water wise methods and materials. Skilled in irrigation system design work to implement optimum coverage and water conservation.

**Education**

- Trains teams in water conservation importance and implementation. Answers questions daily from team leaders on irrigation deficiencies to empower employees to perform their task to optimum level.

**Work Experience**

- 1998 - Present  
Wurzel Landscape Studio City, CA  
**Irrigation Specialist**
- 1987 - 1998t  
O.K. Landscape Rolling Hills, CA  
**Irrigation Specialist**

**Relationship**

Reports to Managers and Quality Control Supervisor.

Wurzel Landscape, Inc.  
3214 Oakdell Road  
Studio City, CA 91604  
Tel: 818.762-8653  
800 303-8653  
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# Luis Padilla

---

- Position** Assistant Manager
- Summary of Qualifications** Seventeen years experience in the landscape industry. Began his career as a landscape maintenance laborer and moved up through his diligence and dedication to his present position. Job duties include monitoring of job sites, communication with on Site Supervisors and employees to insure quality performance. Interfaces with clients to insure their needs are being met with the highest standards.
- Education**
- Leads in-house training as well as teaching classes in safety, landscape maintenance and teamwork to empower employees work ethic to result in highest standards in these elements
- Work Experience**
- 1994 - Present  
Wurzel Landscape Studio City, CA  
**Senior Foreman**
  - 1992 – 1994  
Diego 's Gardeners Canoga Park, CA  
**Landscape Maintenance Laborer**
- Relationship** Assists Manager in oversight of all operations for sites, coordinating crew services to bring to fruition quality services as outlined in specification. Asst Manager reports directly to Manager.

Wurzel Landscape, Inc.  
3214 Oakdell Road  
Studio City, CA 91604  
Tel: 818 762-8653  
800 303-8653  
Fax: 818.769.9038

# Ricardo Padilla

---

- Position** Senior Manager
- Summary of Qualifications** Twenty-one years experience in the landscape industry. The last sixteen years have been as a Senior Manager for Wurzel Landscape in charge of over seventy five employees. Job duties include monitoring of job sites, communication with Project Foremen and Site Supervisors to insure quality performance.
- Education**
- On-going training including California Landscape Contractor Association training seminars as well as private industry, municipality, and County & City sponsored training conferences. Completion of Horticultural study courses at University of California Riverside. Participation in in-house training as well as teaching classes in safety and landscape standards.
- Work Experience**
- 1992 - Present  
Wurzel Landscape Studio City, CA  
**Senior Manager**
  - 1988 - 1992  
Roberts & Associates City of Commerce, CA  
**Project Manager**
- Relationship** Manages all operations for sites, coordinating crew services to bring to fruition quality services as outlined in specification. Manager reports directly to President.

Wurzel Landscape, Inc.  
3214 Oakcell Road  
Studio City, CA 91604  
Tel: 818 762-8653  
800 303-8653  
Fax: 818.769.9038

# Ruben Perez

---

<b>Position</b>	Area Supervisor
<b>Summary of Qualifications</b>	Six years experience in the landscape industry. Began his career as a landscape maintenance laborer and moved up through his diligence and dedication to his present position. Job duties include monitoring of job sites, communication with on Site Supervisors and employees to insure quality performance. Interfaces with clients to insure their needs are being met with the highest standards.
<b>Education</b>	<ul style="list-style-type: none"><li>• Trains teams as well as teaching classes in safety, landscape maintenance, and teamwork to empower employees work ethic to result in highest standards in these elements</li></ul>
<b>Work Experience</b>	<ul style="list-style-type: none"><li>• 2003 - Present Wurzel Landscape      Studio City, CA <b>Area Supervisor</b></li></ul>
<b>Relationship</b>	Supervises and leads landscape maintenance technician team to complete maintenance program daily and insure all tasks are completed in the proper timeframes and to the highest standards. Report progress to Managers and Quality Control Supervisor.

Wurzel Landscape, Inc.  
3214 Oakdell Road  
Studio City, CA 91604  
Tel: 818 762-8653  
800 303-8653  
Fax: 818.769.9038

## Avilio Siciliano

---

<b>Position</b>	Area Supervisor
<b>Summary of Qualifications</b>	Eleven years experience in the landscape industry. Job duties include monitoring of job sites, communication with on Site Supervisors and employees to insure quality performance. Interfaces with clients to insure their needs are being met with the highest standards.
<b>Education</b>	<ul style="list-style-type: none"><li>• Trains teams as well as mentors subordinates in safety, landscape maintenance, and teamwork to empower employees work ethic to result in highest standards in these elements</li></ul>
<b>Work Experience</b>	<ul style="list-style-type: none"><li>• 2007 - Present Wurzel Landscape      Studio City, CA <b>Area Supervisor</b></li><li>• 1998 - 2007 TruGreen LandCare      Studio City, CA <b>Foreman</b></li></ul>
<b>Relationship</b>	Supervises and leads landscape maintenance technician teams to complete maintenance program daily and insure all tasks are completed in the proper timeframes and to the highest standards. Report progress to Managers and Quality Control Supervisor.

Wurzel Landscape, Inc.  
3214 Cakdell Road  
Studio City, CA 91604  
Tel: 818 762-8653  
800 303-8653  
Fax: 818.769.9038

## Juan Villasenor

---

- Position** Area Supervisor
- Summary of Qualifications** Thirteen years experience in the landscape industry. Job duties include monitoring of job sites, communication with on Site Supervisors and employees to insure quality performance. Interfaces with clients to insure their needs are being met with the highest standards.
- Education**
- Trains teams as well as mentors subordinates in safety, landscape maintenance, and teamwork to empower employees work ethic to result in highest standards in these elements
- Work Experience**
- 2007 - Present  
Wurzel Landscape Studio City, CA  
**Area Supervisor**
  - 1994 - 2007  
TruGreen LandCare Studio City, CA  
**Foreman**
- Relationship** Supervises and leads landscape maintenance technician teams to complete maintenance program daily and insure all tasks are completed in the proper timeframes and to the highest standards. Report progress to Managers and Quality Control Supervisor.



# Work Plan

## Scope of Work:

The key personnel of Wurzel Landscape have reviewed the Scope of Work as outlined in detail in Headquarters Complex (2010-PA023), and intend to perform the services as outlined in the specifications and detailed in the work plan in the following pages.

## Start-Up Plan:

As our firm is currently the contractor for similar sites for the Los Angeles County Department of Public Works, we would utilize the same successful techniques and procedures we are implementing at the present time. If at any time during the contract term we would need to replace a crew member we would utilize our experienced staff to make the replacement.

The schedules and techniques utilized in the past have allowed us to maintain the sites at the highest level. These sites are well utilized by the public and powerful homeowner associations scrutinize the sites and provide another level of Inspectors. In the past we have had nothing but positive feedback and communication with L.A. County. Our firm is a member of the Studio City homeowner association and have first hand knowledge of the high level of maintenance required by the members.

We have successfully dealt with many emergency situations i.e. homeless turning on valves in the middle of the night, and homeless breaking sprinkler heads, mainlines being damaged by public use, etc. Our crews bring this experience to the maintenance of these sites and have first hand knowledge of all the needs these unique sites require.

Transportation to each site shall be by pickup trucks including a utility bed.

Equipment and supplies will be provided from our company inventory which includes vehicles, equipment, tools, fertilizers, chemicals, etc.. Daily logs provide a checklist that employees complete to insure all tools necessary are onboard prior to their exiting the service yard. Any unique tools to that day's tasks will be added to their routine tool inventory and documented.

Crews will be comprised of the in-house experienced landscape technicians and foremen that have been servicing these sites for four years.

All personnel have been and will continue to be fully trained in all aspects of the landscape industry.

Initial Safety training sessions are held on site and Weekly Safety meeting sessions covering various industry, safety, and personal health topics are used in reinforcing the all important safety issues for employees and on site public safety will continue to be accomplished..

## Crew Utilization Plan

Utilization of the zone crew scheduling system efficiently results in increased productivity. Each crew member works as a team to accomplish tasks at the highest level.

Our labor pool is experienced in public grounds maintenance of these sites and other like sites. The team is able to perform the work at a high quality level not requiring the slower pace of an apprentice crew that would require more staff and time to learn to accomplish the same tasks.

We will provide services on a zone basis, progressively moving through the site as a team. With the Area Supervisor overseeing the progress, adjustments will be made as site special needs dictate. Team members will be dispatched to give immediate attention to areas that require present action.

Our roving irrigation specialist crew is available 24/7 and will operate on a regular basis monitoring and making necessary adjustments and repairs to ensure the irrigation system is functioning properly. Their work in mentoring crews and training the teams in recognizing and adjusting systems for optimum coverage while implementing water wise schedules is a key to thriving plants and mindful of the ecology of preserving earths precious resource..

With water resources becoming more stringent, water management will be an integral part of our service. Since water requirements by plants vary according to the season and a particular year, extremely close attention shall be paid to the demands of the plants and turf as influenced by their exposure to sun, wind shade, and location. All landscaped and turf areas shall be irrigated as required to maintain adequate growth and appearance with a schedule most conducive to plant growth but ever mindful of water conservation. A water management plan will be implemented and adjusted on an ongoing basis utilizing soil probes to determine water penetration by random testing of the root zones.

Irrigation controllers are monitored and shut down when rain is anticipated in order to conserve water resources. Controllers are restored to operation when soil probe indicates moisture content is at a level that requires water application.

# Work Plan

## **Public Works Headquarters Complex**

### **Implementation Plan:**

#### **Monday thru Friday: Foreman/Landscape Tech 40 hours**

Litter Control twice daily

Trimming of plant material, weeding, raking of planter beds.

Collect and remove cigarette butts and other debris from planter beds and site areas.

Inspect Irrigation to insure system is operating properly for optimum coverage.

Repair / replace faulty irrigation components.

Raise up trees and prune low branches for pedestrian and vehicle safe access.

Inspect site for Graffiti. Take photo and report to Facility Manager..

Inspect site for any unsafe conditions and report to Facility Manager.

#### **Friday: Landscape Technicians (3 man crew) 24 hours**

Mowing Services including edging, clean up of resultant debris insuring walk areas are clear

#### **Twice Annually:**

Arborist

#### **As Needed / 24 hourAvailability:**

**Certified Spray Operator**

**Landscape Maintenance Supervisor**

**Manager**

# EQUIPMENT

**PROPOSER'S NAME:** Warzel Landscape  
**ADDRESS:** 3214 Oakdell Road Studio City, CA 91604  
**TELEPHONE:** (818) 762-8653

TYPE OF EQUIPMENT	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	CONDITION OF EQUIPMENT	OPERATIONAL/ NON OPERATIONAL	LOCATION
Ladders	Extension		2007		Good	Operational	Sun Valley Yard
Face Shields	Toro	21"	2008		Good	Operational	Sun Valley Yard
Ear Protection	Astron	Backpack	2008-PA039		Good	Operational	Sun Valley Yard
Goggles			2009		Good	Operational	Sun Valley Yard
Dust Masks			2009		Good	Operational	Sun Valley Yard
Safety Vests			2009		Good	Operational	Sun Valley Yard
Leather Gloves			2009		Good	Operational	Sun Valley Yard
Chain Saws	Husquevarna	Rancher	2009		Good	Operational	Sun Valley Yard
Hedge trimmers	Astron	H23	2009		Good	Operational	Sun Valley Yard
Manual Saws			2009		Good	Operational	Sun Valley Yard
Hoe			2009		Good	Operational	Sun Valley Yard
Hose			2009		Good	Operational	Sun Valley Yard
Rake			2009		Good	Operational	Sun Valley Yard
Shovels			2009		Good	Operational	Sun Valley Yard
Tarps			2009		Good	Operational	Sun Valley Yard
Cameras			2009		Good	Operational	Sun Valley Yard

# EQUIPMENT

**PROPOSER'S NAME:** Wurzel Landscape  
**ADDRESS:** 3214 Oakdell Road Studio City, CA 91604  
**TELEPHONE:** (818) 762-8653

TYPE OF EQUIPMENT	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	CONDITION OF EQUIPMENT	OPERATIONAL/ NON OPERATIONAL	LOCATION
Edgers	Honda	4 hp	2008		Good	Operational	Sun Valley Yard
Mowers	Toro	21"	2008		Good	Operational	Sun Valley Yard
Blowers	Astron	Backpack	2008-PA039		Good	Operational	Sun Valley Yard
Brushcutters	Astron		2009		Good	Operational	Sun Valley Yard
Interstater	Ford	Mott	1999		Good	Operational	Sun Valley Yard
Sprayer		200 gal.	2003		Good	Operational	Sun Valley Yard
Trailer	Zieman	Z24	2000		Good	Operational	Sun Valley Yard
Mowers	Bunton	32"	2007		Good	Operational	Sun Valley Yard
Sprayer		50 gal.	2007		Good	Operational	Sun Valley Yard
Sprayers	Astron	Backpack	2009		Good	Operational	Sun Valley Yard
Tractor	Ford	545	1999	D5354C	Good	Operational	Sun Valley Yard
Seeder	Lily	pTO	1998		Good	Operational	Sun Valley Yard
Hammer Knife	Vrisimo	82	1992		Good	Operational	Sun Valley Yard
Water truck	International	1500 gal	1998		Good	Operational	Sun Valley Yard
Pressure Washer	Honda	7000 PSI	2000		Good	Operational	Sun Valley Yard
Arrow Board			2004		Good	Operational	Sun Valley Yard
Wire Tracer Unit	Dig		2006		Good	Operational	Sun Valley Yard

### Quality Control:

Wurzel Landscape shall provide the labor, materials, and equipment necessary for the provision of the grounds landscape maintenance services as outlined in the specifications. Members of our staff have made a meticulous review of the scope of work for the project in order to fully understand the requirements of work to be accomplished. Utilizing our Daily Field Log form we assure all services are completed on a timely basis. The Quality Control Manager and Area Supervisors inspect and interface with the maintenance team through mentoring and formal inspections. This combined with our experience on this and similar sites enables our firm to perform the outlined services at the highest level.

As we have serviced grounds for over thirty six years we have complete knowledge and experience in the manner these services should be accomplished to enhance the project's prestigious appearance. The premises shall be maintained with nothing but the highest of standards. In all modes of service, our firm shall operate with complete flexibility in working around the project's daily schedule. We shall at all times give first priority to the health, safety and welfare of the public and employees while rendering landscape grounds maintenance services. We are ever mindful of the care which needs to be observed in distinctive areas and have provided quality service while safeguarding unique areas from damages.

Wurzel Landscape has in place a stringent quality control program. Our Quality Control Manager has vast experience in successfully implementing this program and his academic and hands-on knowledge of this industry wholly qualify him to discharge this position. His highest priority is to ensure the work is accomplished to comply fully with specifications, work performed with public and employee safety as highest priority, and interface with crew, entire team and DPW staff to ensure the sites are at their optimum.

Quality control shall be accomplished with the following agenda:

- ◆ We plan to have our Project Manager interface with DPW Field Office Personnel on a regular basis to insure communication is fluent and all needs are addressed in a timely manner. Meetings are scheduled monthly with DPW to review each site and any special tasks they need to have accomplished. Correspondence is by phone, meetings, and email.
- ◆ Continually during the contract term service crews shall be under scrutiny by our Project Manager and Area Foremen who visit the sites and input mentoring advice and direction.
- ◆ Quality Control Manager shall provide additional evaluation and guidance on a regular basis to insure crews are meeting all requirements. Formal inspections are made monthly with informal discussions and visits on a regular interim basis. The form (see attached) is reviewed with on site crew with a later follow-up visit and meeting to ensure all tasks are continued to be completed to highest standards.
- ◆ Senior Manager and/or President shall overview the sites on a regular basis to have first hand knowledge of site conditions and provide an on site interface with crew members.
- ◆ Weekly status meetings are held with the President, Senior Manager, Project Manager, and Quality Control Managers attending to review all aspects of the sites' condition and provide the crew feedback and interaction. Topics include safe use of equipment, safety gear, public safety, all maintenance tasks and procedures.

### Quality Control cont'd.:

Discussions are held during meetings as well as during site inspections to follow-up on any conditions which need attention and review of service logs is made to insure repetition of items indicated does not occur. Items inspected shall encompass all services as outlined in the specifications as well as discussions of the complex's special needs and safety considerations. When additional work is needed, or deficiencies are found, the following steps are implemented:

- ◆ An entry is made in the service log and a work order is given by the Project Manager to the Quality Control Manager who then meets with the Site Supervisor to review and implement work order requests.
- ◆ Work order is then returned to the Project Manager with respective date and description of duties performed when work is completed appropriately.
- ◆ The daily inspection notes any items that have not been cleared and follow up is commenced to determine what can be done to expedite completion of the required task.
- ◆ Upon receipt of completion notification the Project Manger will follow up with an inspection of the service performed to ensure task has been satisfactorily accomplished.

Utilizing these methods and meeting each site's needs, we intend to maintain the high level relationship with DPW Staff that we now enjoy. Our firm has a history of integrity and strives to provide the best service possible while interfacing with our clients to ensure all their needs are met. We are happy to be a part of caring for these spaces and to ensure the public is able to enjoy the gifts of green spaces that the DPW has afforded them.

### Emergency Preparedness Plan:

Telephone contact is available on a twenty four hour basis (800) 303-8653 and all members of our team are primed to handle any and all emergency situations regarding landscape areas. Crews will be dispatched at any hour to respond to and resolve emergency situations.

As our service yard is located in Sun Valley nearby to sites that are serviced, our response will be swift with all employee classes available as back up to designated crew members. All team members are equipped with Sprint radio and cell phone models to allow instant communication to entire staff.

**Proposed Staffing Levels:**

The sites will be serviced by a core crew of one Landscape Maintenance worker on Monday through Friday, a three man mowing crew every Friday, one Irrigation Technician four hours on Friday, one Arborist two times a year, one Certified Spray Operator as needed, one Landscape Maintenance Supervisor as needed, with the following support staff contributing services on an ongoing basis. All positions are available for emergency services seven days a week as a 24 hour response team to answer any critical care call issues that require immediate response..

Position	Days	Hours Available
President	Monday - Sunday	24 hr. availability
Senior Manger	Monday - Sunday	24 hr. availability
Quality Control Manager	Monday - Friday	24 hr availability
Certified Arborist	Monday - Friday	24 hr availability
Project Manager	Monday - Friday	24 hr availability
Site Foreman	Monday - Friday	24 hr availability
Landscape Technicians	Monday - Friday	24 hr availability
Certified Pest Control Adviser	Monday - Friday	As needed

See the detailed work plans and staffing plans which clarify the maintenance schedules for each site.

A State of California certified pest control advisor will be on staff to address all needs in this field and will inspect facilities and offer appropriate recommendations for review and determination.

A State of California certified pest control applicator will be on staff to address all needs in this field

A State of California certified arborist will also be part of the staff which will inspect and offer recommendations as necessary for review and determination

**Emergency Contact Information:**

Marc Wurzel, President cell: 818-402-2213  
 Ricardo Padilla, Manager cell: 818-402-3388



3214 Oakdell Road  
Studio City, CA 91604-4221  
Phone 818.762.8653  
Fax 818.769.9038

# Wirzel Landscape Daily Field Report

<i>Date:</i>		
<i>Site:</i>		
<i>Services:</i>	<i>Completed</i>	<i>Comments</i>

Trash/Debris Collection
Natural Edging
Weeding
Groundcover Maintenance
Trim Ornamental Grasses
Removal of Dead Flowers
Shrub Maintenance
Tree Maintenance
Irrigation Maintenance
Additional or Special Services
Graffiti to Report:
Safety Hazards to Report
Clean-up and removal of resultant maintenance debris
Signature

# WURZEL LANDSCAPE

## INSPECTION REPORT

FOLLOW-UP

SCHEDULED

SITE: \_\_\_\_\_  
 INSPECTOR: \_\_\_\_\_ DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

	PERFORMANCE LEVEL		COMMENTS
	ACCEPTABLE	UNACCEPTABLE	
<b>Maintain appropriate boundaries around:</b>			
• trees	( )	( )	_____
• trees and shrubs (18 in.)	( )	( )	_____
• beds and boundaries (12 in.)	( )	( )	_____
• sprinkler heads, valve boxes meter boxes, etc., (6 in.) away from drip line of shrubs	( )	( )	_____
Remove all weeds from walkways, driveways, drainage areas, planted areas, etc.	( )	( )	_____
<b>LITTER CONTROL</b>			
Complete litter pick up			
No debris within the landscaped area including, but not limited to, walkways, sidewalks, between and around planted area, planters, drains, catch basins, etc.	( )	( )	_____
Removal of debris from site	( )	( )	_____
<b>RAKING</b>			
• planted areas	( )	( )	_____
• under trees	( )	( )	_____
Litter and debris are removed from walkways, sidewalks	( )	( )	_____
Hand held blowers at approved site(s) only	( )	( )	_____


**INSPECTION REPORT**  
(Continued)

	<b>PERFORMANCE LEVEL</b>		
	<b>ACCEPTABLE</b>	<b>UNACCEPTABLE</b>	<b>COMMENTS</b>
<b>PRUNING &amp; TRIMMING OF TREES AND HEDGES</b>			
Tree clearance is fourteen (14) feet high	( )	( )	_____
Tree trimmed away from roof, fence or obstacles, and private property	( )	( )	_____
Overall appearance of trees and shrubs is neat and meets contract standards	( )	( )	_____
New growth on trees is removed up to appropriate height	( )	( )	_____
All dead, diseased and unsightly trees and shrubs are removed	( )	( )	_____
All trees tied/staked per contract	( )	( )	_____
Tree Pruning minimum every two years	( )	( )	_____
No vines or runners damaging trees	( )	( )	_____
<b>WATERING</b>			
No standing water	( )	( )	_____
Adequate moisture provided to landscaped area	( )	( )	_____
Irrigation system does not cause excessively wet or waterlogged areas	( )	( )	_____
Contractor operates and maintains irrigation system as follows:			
• cleans and adjusts system equipment	( )	( )	_____
• repairs all sprinkler heads	( )	( )	_____
• repairs all risers	( )	( )	_____
• repairs all swing joints to lateral lines	( )	( )	_____
• provides all 1/2 inch inlet sprinkler heads, all risers and swing joints due to vandalism, third party negligence, and normal wear	( )	( )	_____
replacement equipment meets contract standard	( )	( )	_____

**INSPECTION REPORT**  
(Continued)

	PERFORMANCE LEVEL		
	ACCEPTABLE	UNACCEPTABLE	COMMENTS
<b>GROUND COVER</b>			
Away from roadways	( )	( )	_____
Away from paved surfaces			
Pruned back natural not sheared	( )	( )	_____
Runners off fences/trees	( )	( )	_____
 <b>ORNAMENTAL GRASS</b>			
Trimmed artisan like manner	( )	( )	_____
Prune from channel	( )	( )	_____
 <b>SHRUBBERY &amp; VINES</b>			
Access gates maintain max. height 4 feet	( )	( )	_____
Natural pruning individually	( )	( )	_____
 <b>IRRIGATION SYSTEM</b>			
Check every visit	( )	( )	_____
Flush lines every four months	( )	( )	_____
Replace sprinkler parts as needed	( )	( )	_____
 <b>PAVED AREAS</b>			
Remove weeds on walkways, drainage areas, driveways & roadways	( )	( )	_____
 <b>RODENT CONTROL</b>			
Area free of gophers, squirrels and other damaging pests.	( )	( )	_____
 <b>GENERAL OBSERVATION</b>			
_____			
_____			
_____			
_____			
_____			
_____			


State Of California  
**CONTRACTORS STATE LICENSE BOARD**  
 ACTIVE LICENSE



**732831**      **CORP**


**WURZEL LANDSCAPE**

Classification: C27



Expiration Date: 02/28/2011

**dpr**      DEPARTMENT OF PESTICIDE REGULATION  
 LICENSING/CERTIFICATION PROGRAM



QUALIFIED APPLICATOR LICENSE

DATE OF ISSUE      VALID THROUGH  
 01/01/2010      12/31/2011

QAL    116401    B

DORIS A WURZEL  
 3214 OAKDELL ROAD  
 STUDIO CITY CA 91604

**dpr**      CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION  
 1001 I STREET  
 SACRAMENTO, CALIFORNIA 95814

ISSUED: January 01, 2010  
 EXPIRES: December 31, 2011

**PEST CONTROL BUSINESS MAIN  
 LICENSE**

LICENSE NO. 32162  
 Invalid if insurance and/or qualified person(s) lapse before expiration date.

Mailing Address      Business Location  
 WURZEL LANDSCAPE      WURZEL LANDSCAPE  
 3214 OAKDELL RD      3214 OAKDELL RD  
 STUDIO CITY, CA 91604      STUDIO CITY, CA 91604

Mary-Ann Warmerdam, Director

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

# County of Los Angeles

No. 1000186

## AGRICULTURAL PEST CONTROL REGISTRATION

For Calendar Year Ending December 31, 2010

Name: WURZEL LANDSCAPE 818-762-8653  
(TELEPHONE)  
Address: 3214 OAKDELL ROAD CA 91604-4221  
(STREET) (CITY) (STATE) (ZIP)

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

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



Agricultural Commissioner/Director of Weights and Measures  
County of Los Angeles  
Date: January 7, 2010

Agent: DORIS WURZEL  
State Business License No. 32162

Revised PUEa-05 (2-08)

# International Society of Arboriculture Certified Arborist

*Steven B. Dreiling*

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



A handwritten signature in dark ink, appearing to read 'Jim Skiera'.

Jim Skiera, Executive Director  
International Society of Arboriculture

WE-6290A      Jan 26, 2002      Jun 30, 2011  
Certification Number      Certified Since      Expiration Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/24/2010

PRODUCER (559) 650-3555 FAX: (559) 650-3558  
Landscape Contractors (Lic#0755906)  
Insurance Services, Inc.  
1835 N. Fine Avenue  
Fresno CA 93727

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
Wurzel Landscape (a Corp)-  
Marc Wurzel  
3214 Oakdell Rd.  
Studio City CA 91604

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Delos Insurance Company	35408
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY EA ACC \$ AGG \$
		<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input type="checkbox"/>	01DKEM12008662	4/1/2010	4/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
RE: Landscape Maintenance Services West Area (2009-PA025) \*\*\*\*\* Note a 10-day notice of cancellation will be given for non-payment of premiums or non-reporting of payroll \*\*\*

### CERTIFICATE HOLDER

Los Angeles County Department  
of Public Works  
Attn Edwin Manoukian  
900 S. Fremont Avenue  
Alhambra, CA 91803

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
D Cerqueira/KSAENZ





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

**INSTRUCTIONS**

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

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

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

**IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.**

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>1. TRACKING HOURS WORKED</b></p> <p>1.1. How does the Proposer track employee hours actually worked?</p> <p>1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?</p> <p>1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?</p>	<p>Employees' hours are recorded on individual time sheets.</p> <p>Employees report to the Wurzel Landscape Service yard, then travel in company owned vehicles to the worksites.</p> <p>Employees' shifts start when their vehicle leaves the service yard to travel to the work site.</p>

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

QUESTION

REPORTING TIME

How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?

As crews leave from the service yard, supervisors record the actual time of departure, the beginning of the shift.

RECORDS OF ACTUAL TIME WORKED

1. What records are created to document the beginning and ending times of employee's actual work shifts?
2. What records are maintained by the Proposer of actual time worked?
3. Are the records maintained daily or at another interval (indicate the interval)?
4. Who creates these records (e.g., employee, supervisor, or office staff)?
5. Who checks the records, and what are they checking for?
6. What happens to these records?
7. Are they used as a source document to create Proposer's payroll?

Employees' work shifts, beginning and ending times, are recorded on individual time sheets.

Employees' time sheets are filed in the business office on a weekly basis.

Employees' time sheets are maintained daily at the service yard office, then submitted to the business office at the end of the week.

Area supervisors document employees' shift times.

Business office personnel check the records for accuracy, i.e. all workers on the same crew have the same times, etc.

The time sheets are filed in the business office.

The time sheets are used as a source document to create payroll.

8. ATTACH ACTUAL COPIES OF THESE RECORDS  
(Please blank out any personal information).

Wurzel Landscape						
Week Ending: 10/3/2010						
Date: 9/27/2010	TIME IN	Lunch Out	Lunch In	TIME OUT	Hours	Employee Signature
9/27/2010	MONDAY					
9/28/2010	TUESDAY					
9/29/2010	WEDNESDAY					
9/30/2010	THURSDAY					
10/1/2010	FRIDAY					
10/2/2010	SATURDAY					
10/3/2010	SUNDAY					
						Supervisor's Signature:

Wurzel Landscape						
Week Ending: 10/3/2010						
Date: 9/27/2010	TIME IN	Lunch Out	Lunch In	TIME OUT	Hours	Employee Signature
9/27/2010	MONDAY					
9/28/2010	TUESDAY					
9/29/2010	WEDNESDAY					
9/30/2010	THURSDAY					
10/1/2010	FRIDAY					
10/2/2010	SATURDAY					
10/3/2010	SUNDAY					
						Supervisor's Signature:

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

QUESTION

OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)

1. If records of actual time worked are not used to create payroll, what is the source document that is used?
2. Who prepares and who checks the source document?
3. Does the employee sign it? Yes
4. Who approves the source document, and what do they compare it with prior to approving it?

Employees' time sheets are used to create payroll.

Area supervisors document employees' shift times and senior manager reviews and signs.

Senior manager approves source document.

5. BREAKS

- 5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?
- 5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?
- 5.3. If so, who prepares, reviews, and approves such documentation?

Area supervisors are responsible for managing break times and meal breaks

No.

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

QUESTION

HOW PAYROLL IS PREPARED

1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.
2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?
3. If by check, do they receive a single check for straight time and overtime or are separate payments made?
- 3.4. What information is provided on the check (e.g., deductions for taxes, etc.)?

6.5. ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).

Wurzel Landscape's pay period is from Monday through Sunday. Time sheets are submitted to the business office on Monday the following week. Payroll is prepared in the business office based on the information provided on the time sheets. It is the area supervisors responsibility to submit accurate information regarding hours worked.

Wurzel Landscape uses QuickBooksPro 2008 for automated payroll check processing. Payroll checks are issued on Wednesday for the prior week. Business office personnel enter the hours worked for each individual employee from the time sheets, and QuickBooks calculates deductions based on the information provided on the W-4.

If employees work overtime, those hours are included on the check for that week, at the appropriate overtime rate.

See attached sample.

WURZEL LANDSCAPE  
 7343 CLYBOURN AVENUE  
 SUN VALLEY, CA 91352  
 Tel: (818) 762-8653 Fax: (818) 769-9088

WELLS FARGO BANK, N.A.  
 16-24/1220

82828

9/8/2010

PAY TO THE  
 ORDER OF

\$\*\*432.15

Four Hundred Thirty-Two and 15/100

DOLLARS

MEMO

Pay Period: 08/30/2010 - 09/05/2010

82828

WURZEL LANDSCAPE

Employee	SSN	Status (Fed/State)	Allowances/Extra	
[REDACTED]	[REDACTED]	Married/Married (one income)	Fed-3/0/CA-3/0	Pay Date: 09/08/2010
Pay Period: 08/30/2010 - 09/05/2010				
<b>Earnings and Hours</b>	<b>Qty</b>	<b>Rate</b>	<b>Current</b>	<b>YTD Amount</b>
Hourly Regular Rate	40:00	11.84	473.60	15,723.52
Holiday Pay			0.00	284.16
			473.60	16,007.68
<b>Taxes</b>			<b>Current</b>	<b>YTD Amount</b>
Federal Withholding			0.00	
Social Security Employee			-29.37	-992.48
Medicare Employee			-6.87	-232.11
CA - Withholding			0.00	
CA - Disability Employee			-5.21	-176.08
			-41.45	-1,400.67
<b>Net Pay</b>			<b>432.15</b>	<b>14,607.01</b>

Wurzel Landscape

WURZEL LANDSCAPE

82828

Employee	SSN	Status (Fed/State)	Allowances/Extra	
[REDACTED]	[REDACTED]	Married/Married (one income)	Fed-3/0/CA-3/0	Pay Date: 09/08/2010
Pay Period: 08/30/2010 - 09/05/2010				
<b>Earnings and Hours</b>	<b>Qty</b>	<b>Rate</b>	<b>Current</b>	<b>YTD Amount</b>
Hourly Regular Rate	40:00	11.84	473.60	15,723.52
Holiday Pay			0.00	284.16
			473.60	16,007.68
<b>Taxes</b>			<b>Current</b>	<b>YTD Amount</b>
Federal Withholding			0.00	
Social Security Employee			-29.37	-992.48
Medicare Employee			-6.87	-232.11
CA - Withholding			0.00	
CA - Disability Employee			-5.21	-176.08
			-41.45	-1,400.67
<b>Net Pay</b>			<b>432.15</b>	<b>14,607.01</b>

Wurzel Landscape

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RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

**QUESTION**

**MANUAL PAYROLL SYSTEM**

1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.
2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?

**8. AUTOMATED PAYROLL SYSTEM**

- 8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll.
- 8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid?
- 8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?

Area supervisors submit time sheets to the business office at the end of the work week. Business office personnel input employees' hours into QuickBooks Pro 2008 to generate paychecks. Paychecks are dated and delivered to employees on the Wednesday following the end of each pay period.

Does not apply. Wurzel Landscape employees have only one wage rate.

Does not apply. See above.



QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>9. TRAVEL TIME</b></p> <p>9.1. How is travel time during an employee's shift paid?</p> <p>9.2. At what rate is such travel time paid if the employee has multiple wage rates?</p> <p>9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:</p> <p>a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate.</p> <p>b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.</p>	<p>Travel time is included in the total number of hours worked.</p> <p>Travel time is paid at employee's regular wage rate - no multiple wage rates.</p> <p>Does not apply. No multiple wage rates.</p> <p>Travel time is included in total hours worked.</p>
<p><b>10. OVERTIME</b></p> <p>10.1. How does the Proposer calculate overtime wages?</p> <p>10.2. What if the employee has multiple wage rates?</p>	<p>Overtime is paid at 1.5 times employee's regular hourly wage.</p> <p>Does not apply. No multiple wages.</p>

DATED: 9/2/10

PROPOSER'S SIGNATURE:

*Marcus*

VERIFICATION OF PROPOSAL

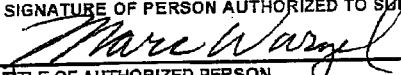
DATE: <u>September 2, 2010</u>		<b>THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:</b>	
1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.			
2. NAME OF SERVICE: <u>Wurzel Landscape</u>			
DECLARANT INFORMATION			
3. NAME OF DECLARANT: <u>Marc Wurzel</u>			
4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER(S).			
5. MY TITLE, CAPACITY, OR RELATIONSHIP TO THE PROPOSER(S) IS: <u>President</u>			
PROPOSER INFORMATION			
6. Proposer's full legal name: <u>Wurzel Landscape, a corporation</u>		Telephone No.: <u>818-762-8653</u>	
Address: <u>3214 Oakdell Road, Studio City, CA 91604</u>		Fax No.: <u>818-769-9038</u>	
e-mail: <u>wurlan@aol.com</u>	County WebVen No.: <u>50314701</u>	IRS No.: <u>95-4605785</u>	Business License No.: <u>267536-97</u>
7. Proposer's fictitious business name(s) or dba(s) (if any):			
County(s) of Registration: <u>Los Angeles</u>		State: <u>California</u>	Year(s) became DBA:
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole Proprietor		Name of Proprietor:	
<input checked="" type="checkbox"/> A corporation:		Corporation's principal place of business: <u>3214 Oakdell Road, Studio City, CA 91604</u>	
		State of incorporation: <u>California</u>	Year incorporated: <u>1996</u>
<input type="checkbox"/> Non-profit corporation certified under IRS 501 (c) 3 and registered with the CA Attorney Generals Registry of Charitable Trusts		President/CEO:	
		Secretary:	
<input type="checkbox"/> A general partnership:		Names of partners:	
<input type="checkbox"/> A limited partnership:		Name of general partner:	
<input type="checkbox"/> A joint venture of:		Names of joint venturers:	
<input type="checkbox"/> A limited liability company:		Name of managing member:	
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s): <u>Marc Wurzel, President</u>	Title: <u>President</u>	Phone: <u>818-762-8653</u>	Fax: <u>818.769.9038</u>
Street: <u>3214 Oakdell Road</u>	City: <u>Studio City</u>	State: <u>CA</u>	Zip: <u>91604</u>
Name(s): <u>Doris Wurzel</u>	Title: <u>Sec/Treasurer</u>	Phone: <u>818-762-8653</u>	Fax: <u>818.769.9038</u>
Street: <u>3214 Oakdell Rd.</u>	City: <u>Studio City</u>	State: <u>CA</u>	Zip: <u>91604</u>
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes, name of parent firm: _____			
State of incorporation/registration of parent firm*: _____			
11. Has your firm done business under any other name(s) within the last five years? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, please list the other name(s):			
Name(s): _____		Year of name change* _____	
Name(s): _____		Year of name change _____	
12. Is your firm involved in any pending acquisition or merger? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes, indicate the associated company's name: _____			
13. Proposer acknowledges that any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
14. CHECK ONE: <input type="checkbox"/> (a) I am making these representations on my personal knowledge; OR			
<input checked="" type="checkbox"/> (b) I am making these representations based on information and belief that they are true.			
I declare under penalty of perjury under the laws of California that the foregoing is true and correct.			Date: <u>September 2, 2010</u>
Signature of Proposer or Authorized Agent: <u>Marc Wurzel</u>			
Type name and title: <u>Marc Wurzel, President</u>			

## SCHEDULE OF PRICES

FOR

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR PUBLIC WORKS  
HEADQUARTERS COMPLEX (2010-PA023)

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

DESCRIPTION	PRICE PER MONTH	PROPOSED ANNUAL PRICE (PRICE PER MONTH X 12)
I LANDSCAPE MAINTENANCE FOR PUBLIC WORKS HEADQUARTERS COMPLEX	\$ 6,648.10	\$ 79,777.20
TOTAL PROPOSED ANNUAL PRICE - PUBLIC WORKS HEADQUARTERS COMPLEX		\$ 79,777.20
LEGAL NAME OF PROPOSER Wurzel Landscape		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON President		
DATE 11/12/2010	STATE CONTRACTOR'S LICENSE NUMBER 732831	LICENSE TYPE C-27 Landscape Contractor
PROPOSER'S ADDRESS:  3214 Oakdell Road Studio City, CA 91604		
PHONE (818) 762-8653	FACSIMILE (818) 769-9038	E-MAIL wurian@aol.com

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

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

Company Name:	Wurzel Landscape		
Company Address:	3214 Oakdell Road	Studio City	CA 91604
City:		State:	CA
Zip Code:	91604		
Telephone Number:	(818) 762-8653		
(Type of Goods or Services):	Landscape Maintenance		

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

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

- My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.  

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

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.
- My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

**Part II: Certification of Compliance**

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

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

Print Name: Marc Wurzel	Title: President
Signature: <i>Marc Wurzel</i>	Date: 9/2/2010

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Landscape & Grounds Maintenance Services for Public Works Headquarters Complex (2010-PA023)  
 SERVICE BY PROPOSER Wurzel Landscape  
 PROPOSAL DATE: 9/2/2010

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

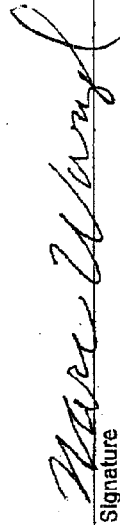
5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2005	2006	2007	2008	2009	Total	Current Year to Date
1. Number of contracts.	41	40	41	42	43		43
2. Total dollar amount of Contracts (in thousands of dollars).	2431	2184	2439	2668	2872		1423
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	0	0	0	0	0	0	0
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	0	0	0	0	0	0	0
6. Number of lost workdays.	0	0	0	0	0	0	0

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

Marc Wurzel

Name of Proposer or Authorized Agent (print)



Signature

9/2/2010

Date

CONFLICT OF INTEREST CERTIFICATION

I, Marc Wurzel

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

of Wurzel Landscape  
Name of proposer

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

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

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

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

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

Signed Marc Wurzel

Date 9/2/2010

PROPOSER'S REFERENCE LIST

PROPOSED CONTRACT FOR: Landscape & Grounds Maintenance Services for Public Works Headquarters

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

AL COUNTY OF LOS ANGELES AGENCIES  
All contracts with the County during the previous three years must be listed.

SERVICE: Landscape Maintenance	SERVICE DATES: 5/2006-5/2010
DEPT/ DISTRICT: LA/ISD-Region 6	
CONTACT: Tom Arnold	
TELEPHONE: 323-267-2744	
FAK: 323-881-0132	
E-MAIL: tarnold@isdlaconuty.gov	

SERVICE: Landscape Maintenance	SERVICE DATES: 1/2005-12/2008
DEPT/DISTRICT: Dept of Public Works	
CONTACT: Amr Ahmed	
TELEPHONE: 818-896-0594	
FAX: 818-899-1372	
E-MAIL:	

SERVICE: Landscape Maintenance	SERVICE DATES: 5/2010-5/2015
DEPT/ DISTRICT: LA/ISD Region 6	
CONTACT: Tom Arnold	
TELEPHONE: 323-267-2744	
FAX: 323-881-0132	
E-MAIL: tarnold@isdlaconuty.gov	

SERVICE: Landscape Maintenance	SERVICE DATES: 1/2008-1/2014
DEPT/DISTRICT: Dept of Public Works	
CONTACT: Amr Ahmed	
TELEPHONE: 818-896-0594	
FAX: 818-899-1372	
E-MAIL:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Landscape Maintenance	SERVICE DATES: 10/2007-10/2010
AGENCY/ FIRM: City of Santa Clarita - Mt View	
ADDRESS: 29320 Valencia Blvd Santa Clarita, CA 91355	
CONTACT: Bryan Smith	
TELEPHONE: 661-510-3666	
FAX: 661-257-6885	
E-MAIL: bryansmith215@yahoo.com	

SERVICE: Landscape Maintenance	SERVICE DATES: 2/1977-10/2011
AGENCY/ FIRM: Kaiser Permanente	
ADDRESS: 13652 Cantara St. Panorama City, CA 91402	
CONTACT: Rick Vickers	
TELEPHONE: 818.375.3622	
FAX: 818.375.4139	
E-MAIL: Rick.R.Vickers@kp.org	

SERVICE: Landscape Maintenance	SERVICE DATES: 3/2001-Present
AGENCY/ FIRM: City of Downey	
ADDRESS: 12324 Bellflower Blvd. Downey	
CONTACT: Lea Sharp	
TELEPHONE: 562.904.7196	
FAK: 562.9869-7365	
E-MAIL: Lsharp@downeyca.org	

SERVICE: Landscape Maintenance	SERVICE DATES: 3/2000-Present
AGENCY/ FIRM: Autry Museum	
ADDRESS: 4700 Western Heritage Way	
CONTACT: Mike Garcia	
TELEPHONE: 323-667-2000	
FAX: 323.660.5721	
E-MAIL: mgarcia@autrynationalcenter.org	

PROPOSER'S REFERENCE LIST

PROPOSED CONTRACT FOR: Landscape & Grounds Maintenance Services for Public Works Headquarters

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

AL COUNTY OF LOS ANGELES AGENCIES  
All contracts with the County during the previous three years must be listed.

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAK	
E-MAIL	

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

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

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

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Landscape Maintenance	SERVICE DATES: 8/2/2008-2010
AGENCY/ FIRM: City of Santa Clarita - Stone Crest	
ADDRESS: 29320 Valencia Blvd Santa Clarita, CA 91355	
CONTACT: Bryan Smith	
TELEPHONE: 661-510-3666	
FAX: 661-257-6885	
E-MAIL: bryansmith215@yahoo.com	

SERVICE: Landscape Maintenance	SERVICE DATES: 2/1997-10/2011
AGENCY/ FIRM: Kaiser Permanente Woodland Hills	
ADDRESS: 5601 DeSoto Ave., Woodland Hills, CA 91365	
CONTACT: Robert Swan	
TELEPHONE: 818-719-4090	
FAX: 818-719-42126	
E-MAIL: Robert.E.Swan@kp.org	

SERVICE: Landscape Maintenance	SERVICE DATES: 3/2001-Present
AGENCY/ FIRM: City of Burbank	
ADDRESS: P.O. Box 6459 Burbank, CA	
CONTACT: Rick Mayer, Landscape Manager	
TELEPHONE: 818-956-8101	
FAK 818-956-0120	
E-MAIL: rmayer@trollermayer.com	

SERVICE: Landscape Maintenance	SERVICE DATES: 2/2003-2013
AGENCY/ FIRM: Burbank-Glendale-Pasadena Airport	
ADDRESS: 7901 San Fernando Road Sun Valley 91352	
CONTACT: Ron Mason	
TELEPHONE: 818-729-2243	
FAX 818-768-9590	
E-MAIL: rmason@bur.org	



PROPOSER'S REFERENCE LIST

PROPOSED CONTRACT FOR: Landscape & Grounds Maintenance Services for Public Works Headquarters

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

A. COUNTY OF LOS ANGELES AGENCIES  
All contracts with the County during the previous three years must be listed.

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAK	
E-MAIL	

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

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

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

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Landscape Maintenance	SERVICE DATES: 4/2008-Present
AGENCY/ FIRM: L.A. Live	
ADDRESS: 800 W. Olympic Blvd. #305 L.A. 90015	
CONTACT: Jim Madsen	
TELEPHONE: 213-763-5444	
FAX: 213-763-5443	
E-MAIL: jmadsen@aegworldwide.com	

SERVICE: Landscape Maintenance	SERVICE DATES: 2/2007-Present
AGENCY/ FIRM: City of Downey SEACCA	
ADDRESS: 9777 Seacca Street Downey, CA 90241	
CONTACT: Dan Morrison	
TELEPHONE: 562-803-3301 x223	
FAX: 562-803-3676	
E-MAIL:	

SERVICE: Landscape Maintenance	SERVICE DATES: 9/2005-Present
AGENCY/ FIRM: Staples Center	
ADDRESS: 1111 S. Figueroa St. L.A. 90015	
CONTACT: Sam Kropp	
TELEPHONE: 213-742-7262	
FAK: 213-742-7283	
E-MAIL: skropp@aegworldwide.com	

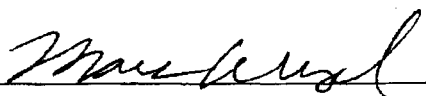
SERVICE: Landscape Maintenance	SERVICE DATES: 3/2006-Present
AGENCY/ FIRM: Southwest Museum	
ADDRESS: 234 Museum Drive Los Angeles, CA 90065	
CONTACT: Pam Hanna	
TELEPHONE: 323-221-2164 x230	
FAX: 323-660-5721	
E-MAIL:	

**PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

Proposer's Name	Wurzel Landscape
Address	3214 Oakdell Road Studio City, CA 91604
Internal Revenue Service Employer Identification Number	95-4605785

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

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

Proposer	Wurzel Landscape	
Authorized representative	Marc Wurzel	
Signature		Date 9/2/10



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

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

FIRM NAME: Wurzel Landscape

My County (WebVen) Vendor Number: 50314701

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

- As Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission, I request this proposal/bid be considered for the Local SBE Preference.
- Attached is a copy of Local SBE certification issued by the County.

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

**Business Structure:**  Sole Proprietorship  Partnership  Corporation  Nonprofit  Franchise

Other (Please Specify):

Total Number of Employees (including owners): 57

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

Race/Ethnic Composition	Owners/Partners/Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino			8		46	
Asian or Pacific Islander						
American Indian						
Filipino						
White	1	1		1		

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

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	50%
Women	%	%	%	%	%	50%

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

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

Authorized Signature: *Mac Wurzel* Title: President Date: 9/2/10

GAIN and GROW EMPLOYMENT COMMITMENT

The undersigned:

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

OR

declares a willingness to consider GAIN and GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN and GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature <i>Marc Wurzel</i>	Title President
Firm Name Wurzel Landscape	Date 9/2/2010

CHARITABLE CONTRIBUTIONS CERTIFICATION,

Wurzel Landscape  
Company Name

3214 Oakdell Rd., Studio City, CA 91604  
Address

95-4605785  
Internal Revenue Service Employer Identification Number

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

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

CERTIFICATION

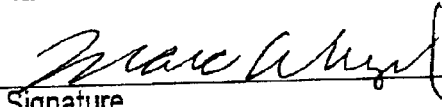
YES

NO

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

OR

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

  
Signature

September 2, 2010  
Date

Marc Wurzel President  
Name and Title (please type or print)

**TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION**


COMPANY NAME: Wurzel Landscape		
COMPANY ADDRESS: 3214 Oakdell Road Studio City CA 91604		
CITY: Studio City	STATE: CA	ZIP CODE: 91604

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

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

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

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

PRINT NAME: Marc Wurzel	TITLE: President
SIGNATURE: 	DATE: 9/2/2010

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: Wurzel Landscape

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

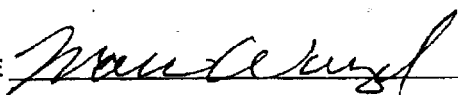
Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date.

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

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

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

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

SIGNATURE 

DATE: 9/2/2010



PROPOSER'S PENDING LITIGATION AND JUDGMENTS

Proposer's Name: Wurzel Landscape

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

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

A.  Pending Litigation       Threaten Litigation       Judgment (check one)

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

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B.  Pending Litigation       Threaten Litigation       Judgment (check one)

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

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Signature of Proposer: *Mark Wurzel* Date: 9/2/10

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR PUBLIC WORKS  
HEADQUARTERS COMPLEX (2010-PA023)

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

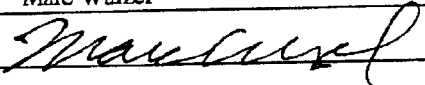
Wurzel Landscape

Proposer's Name

3214 Oakdell Rd. Studio City, CA 91604

Address

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

Print Name: Marc Wurzel	Title: President
Signature: 	Date: 9/2/2010

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

The Proposer certifies that:

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

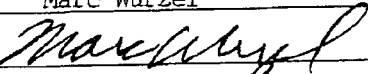
To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

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

**-OR-**

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

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

Print Name: Marc Wurzel	Title: President
Signature: 	Date: 9/2/2010



**COUNTY OF LOS ANGELES LIVING WAGE PROGRAM**  
**APPLICATION FOR EXEMPTION**

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

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

*NOT APPLICABLE*

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

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

**FORM LW-2 - APPLICATION FOR EXEMPTION (continued)**

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

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

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

**Additional Information**

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

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

Health Plan Company Name(s): \_\_\_\_\_  
 Company Insurance Group Number(s): \_\_\_\_\_  
 Health Premium Amount Paid by Employer: \_\_\_\_\_  
 Health Premium Amount Paid by Employee: \_\_\_\_\_  
 Health Benefit(s) Payment Schedule:  
 Monthly       Quarterly       Bi-Annual  
 Annually       Other (Specify): \_\_\_\_\_

*NOT APPLICABLE*

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

COUNTY OF LOS ANGELES  
LIVING WAGE ORDINANCE

Contractor Living Wage Declaration

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

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

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

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

Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

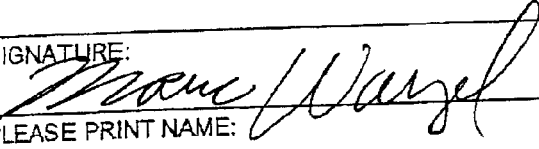
Monthly

Quarterly

Bi-Annual

Annually

Other: \_\_\_\_\_ (Specify)

PLEASE PRINT COMPANY NAME: Wurzel Landscape	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE: 	DATE: 9/2/10
PLEASE PRINT NAME: Marc Wurzel	TITLE OR POSITION: President

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

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

**LIVING WAGE ORDINANCE:**

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

**CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:**

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

**LABOR LAW/PAYROLL VIOLATIONS :**

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

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

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

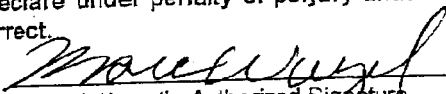
**History of Determinations of Labor Law/Payroll Violations (Check One):**

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

**HISTORY OF DEBARMENT (Check one):**

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

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

  
Owner's/Agent's Authorized Signature

Marc Wurzel President  
Print Name and Title

Wurzel Landscape  
Print Name of Firm

9/2/10  
Date



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

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

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

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

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

Additional Pages are attached for a total of \_\_\_\_\_ pages.

**GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS**

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

**Assessment Criteria**

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

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

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

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

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

Proposer: Wurzel Landscape

Name of Proposer's Health Plan: None

Date: 9/2/2010

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

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

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

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

Under this health plan, a full time employee:

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

OTHER BENEFITS:

- A. NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 0 DAYS.
- B. NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 0 DAYS.
- C. NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 5 DAYS.
- D. NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 5 DAYS.
- E. NUMBER OF PAID HOLIDAYS PER YEAR IS 7 DAYS.

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR PUBLIC WORKS HEADQUARTERS COMPLEX (2010-PA623)

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT,

PROPOSER: Wurzel Landscapes

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							ANNUAL HOURS	HOURLY WAGE RATE**	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT			
Landscape Maintenance Technician		8	8	8	8	8	8	2080	14.00	\$29,120.00
Irrigator						4		208	18.00	\$3,744.00
Arborist								32	50.00	\$1,600.00
Certified Spray Operator								144	18.00	\$2,592.00
Mowing Crew						8		416	12.84	\$5,341.44
Mowing Crew						8		416	12.84	\$5,341.44
Mowing Crew						8		416	12.84	\$5,341.44
Landscape Maintenance Supervisor								52	15.00	\$780.00
										\$
										\$
Comments/Notes:										
Contractor shall provide at a minimum the following number of staff as indicated below:										
a. One on-site landscape maintenance worker for eight hours, Monday through Friday.										
b. One irrigation technician for four hours, every Friday.										
c. One arborist two times a year.										
d. One weed control certified spray operator to be available on an as-needed basis.										
e. A minimum number of three mowing crew laborers, every Friday.										
f. A landscape maintenance supervisor to be available on an as-needed basis.										
Total Annual Salaries \$ 53,860.32										
(1) Vacations, Sick Leave, Holiday \$ 2,067.00										
(2) Health Insurance \$ 0.00										
(3) Payroll Taxes & Workers Compensation \$ 10,228.07										
(4) Welfare and Pension \$ 0.00										
Total Annual Employee Benefits (1+2+3+4) \$ 12,295.07										
(5) Equipment Costs \$ 2,256.81										
(6) Service and Supply Costs \$ 6,305.00										
(7) General and Administrative Costs \$ 1,985.00										
(8) Profit \$ 3,075.00										
Total Annual Other Costs (5+6+7+8) \$ 13,621.81										
TOTAL ANNUAL PRICE \$ 79,777.20										

\* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

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

\*\*\* Minimum cost for health insurance is \$2.20/hour if hourly wage rate is between \$9.64 and \$11.84, unless exemption from Living Wage requirements has been granted by the County.

Note: This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices. Men there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

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

Wurzel Landscapes  
Name of Proposer

*Marcus Wurzel*  
Signature

11/18/10  
Date

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

**INSTRUCTIONS**

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

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

**ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.  
IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.**

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>TRACKING HOURS WORKED</b></p> <ol style="list-style-type: none"> <li>How does the Proposer track employee hours actually worked?</li> <li>Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?</li> <li>If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?</li> </ol>	<p>Employees' hours are recorded on individual time sheets.</p> <p>Employees report to the Wurzel Landscape Service yard, then travel in company owned vehicles to the worksites.</p> <p>Employees' shifts start when their vehicle leaves the service yard to travel to the work site.</p>

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

QUESTION

REPORTING TIME

How does the Proposer know employees actually worked to work and at what time? For example, sign-sheets, computerized check in, call-in system, or other method?

As crews leave from the service yard, supervisors record the actual time of departure, the beginning of the shift.

RECORDS OF ACTUAL TIME WORKED

What records are created to document the beginning and ending times of employee's actual work shifts?

Employees' work shifts, beginning and ending times, are recorded on individual time sheets.

What records are maintained by the Proposer of actual time worked?

Employees' time sheets are filed in the business office on a weekly basis.

1. Are the records maintained daily or at another interval (indicate the interval)?

Employees' time sheets are maintained daily at the service yard office, then submitted to the business office at the end of the week.

1. Who creates these records (e.g., employee, supervisor, or office staff)?

Area supervisors document employees' shift times.

2. Who checks the records, and what are they checking for?

Business office personnel check the records for accuracy, i.e. all workers on the same crew have the same times, etc.

3. What happens to these records?

The time sheets are filed in the business office.

7. Are they used as a source document to create Proposer's payroll?

The time sheets are used as a source document to create payroll.

8. ATTACH ACTUAL COPIES OF THESE RECORDS (Please blank out any personal information).

Wurzel Landscape							
Week Ending: 10/3/2010							
Date: 9/27/2010		TIME IN	Lunch Out	Lunch In	TIME OUT	Hours	Employee Signature
9/27/2010	MONDAY						
9/28/2010	TUESDAY						
9/29/2010	WEDNESDAY						
9/30/2010	THURSDAY						
10/1/2010	FRIDAY						
10/2/2010	SATURDAY						
10/3/2010	SUNDAY						
							Supervisor's Signature:

Wurzel Landscape							
Week Ending: 10/3/2010							
Date: 9/27/2010		TIME IN	Lunch Out	Lunch In	TIME OUT	Hours	Employee Signature
9/27/2010	MONDAY						
9/28/2010	TUESDAY						
9/29/2010	WEDNESDAY						
9/30/2010	THURSDAY						
10/1/2010	FRIDAY						
10/2/2010	SATURDAY						
10/3/2010	SUNDAY						
							Supervisor's Signature:



RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

QUESTION

OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)

1. If records of actual time worked are not used to create payroll, what is the source document that is used?
2. Who prepares and who checks the source document?
3. Does the employee sign it? Yes
4. Who approves the source document, and what do they compare it with prior to approving it?

Employees' time sheets are used to create payroll.

Area supervisors document employees' shift times and senior manager reviews and signs.

Senior manager approves source document.

5. BREAKS

- 5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?
- 5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?
- 5.3. If so, who prepares, reviews, and approves such documentation?

Area supervisors are responsible for managing break times and meal breaks

No.

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

QUESTION

3. HOW PAYROLL IS PREPARED

- 3.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.
- 3.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?
- 3.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?
- 3.4. What information is provided on the check (e.g., deductions for taxes, etc.)?

6.5. ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).

Wurzel Landscape's pay period is from Monday through Sunday. Time sheets are submitted to the business office on Monday the following week. Payroll is prepared in the business office based on the information provided on the time sheets. It is the area supervisors responsibility to submit accurate information regarding hours worked.

Wurzel Landscape uses QuickBooksPro 2008 for automated payroll check processing. Payroll checks are issued on Wednesday for the prior week. Business office personnel enter the hours worked for each individual employee from the time sheets, and QuickBooks calculates deductions based on the information provided on the W-4.

If employees work overtime, those hours are included on the check for that week, at the appropriate overtime rate.

See attached sample.

**WURZEL LANDSCAPE**

7343 CLYBOURN AVENUE  
SUN VALLEY, CA 91352

Tel: (818) 762-8653 Fax: (818) 769-9038

WELLS FARGO BANK, N.A.  
16-24/1220

82828

9/8/2010

PAY TO THE  
ORDER OF

\$\*\*432.15

Four Hundred Thirty-Two and 15/100\*\*\*\*\*

DOLLARS

MEMO

Pay Period: 08/30/2010 - 09/05/2010

■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■

**WURZEL LANDSCAPE**

82828

Employee	SSN	Status (Fed/State)	Allowances/Extra
■■■■■■■■■■	■■■■■■■■■■	Married/Married (one income)	Fed-3/0/CA-3/0
		Pay Period: 08/30/2010 - 09/05/2010	Pay Date: 09/08/2010
<b>Earnings and Hours</b>			
	Qty	Rate	Current YTD Amount
Hourly Regular Rate	40:00	11.84	473.60 15,723.52
Holiday Pay			0.00 284.16
			473.60 16,007.68
<b>Taxes</b>			
		Current	YTD Amount
Federal Withholding		0.00	
Social Security Employee		-29.37	-992.48
Medicare Employee		-6.87	-232.11
CA - Withholding		0.00	
CA - Disability Employee		-5.21	-176.08
		-41.45	-1,400.67
Net Pay		432.15	14,507.01

Wurzel Landscape

**WURZEL LANDSCAPE**

82828

Employee	SSN	Status (Fed/State)	Allowances/Extra
■■■■■■■■■■	■■■■■■■■■■	Married/Married (one income)	Fed-3/0/CA-3/0
		Pay Period: 08/30/2010 - 09/05/2010	Pay Date: 09/08/2010
<b>Earnings and Hours</b>			
	Qty	Rate	Current YTD Amount
Hourly Regular Rate	40:00	11.84	473.60 15,723.52
Holiday Pay			0.00 284.16
			473.60 16,007.68
<b>Taxes</b>			
		Current	YTD Amount
Federal Withholding		0.00	
Social Security Employee		-29.37	-992.48
Medicare Employee		-6.87	-232.11
CA - Withholding		0.00	
CA - Disability Employee		-5.21	-176.08
		-41.45	-1,400.67
Net Pay		432.15	14,507.01

Wurzel Landscape

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

QUESTION

7. MANUAL PAYROLL SYSTEM

- 7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.
- 7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?

8. AUTOMATED PAYROLL SYSTEM

- 8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll.
- 8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid?
- 8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?

Area supervisors submit time sheets to the business office at the end of the work week. Business office personnel input employees' hours into QuickBooks Pro 2008 to generate paychecks. Paychecks are dated and delivered to employees on the Wednesday following the end of each pay period.

Does not apply. Wurzel Landscape employees have only one wage rate.

Does not apply. See above.

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

QUESTION

9. TRAVEL TIME

- 9.1. How is travel time during an employee's shift paid?
- 9.2. At what rate is such travel time paid if the employee has multiple wage rates?
- 9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:
  - a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate.
  - b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.

Travel time is included in the total number of hours worked.

Travel time is paid at employee's regular wage rate - no multiple wage rates.

Does not apply. No multiple wage rates.

Travel time is included in total hours worked.

10. OVERTIME

- 10.1. How does the Proposer calculate overtime wages?
- 10.2. What if the employee has multiple wage rates?

Overtime is paid at 1.5 times employee's regular hourly wage.

Does not apply. No multiple wages.

DATED: 9/2/66

PROPOSER'S SIGNATURE:



# WURZEL LANDSCAPE

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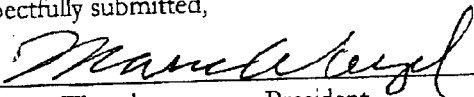
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## ADDITIONAL DATA

### Public Works Headquarters Complex

Wurzel Landscape is submitting no additional data as a part of this proposal.

Respectfully submitted,

By:   
Marc Wurzel                      President

Date: 9/02/10

Address: 3214 Oakdell Road

City: Studio City, CA 91604

Telephone: (818) 762-8653

3214 OAKDELL ROAD  
STUDIO CITY, CA 91604-4221  
TEL: (818) 762-8653  
FAX: (818) 769-9038  
LIC. 732831

**Bid Detail Information****Bid Number :** PW-ASD 791**Bid Title :** Landscape and Grounds Maintenance Services for Public Works Headquarters Complex (2010-PA023)**Bid Type :** Service**Department :** Public Works**Commodity :** GROUNDS MAINTENANCE: MOWING, EDGING, PLANT (NOT TREE) TRIMMING, ETC.**Open Date :** 8/12/2010**Closing Date :** 8/25/2010 2:00 PM**Bid Amount :** \$ 90,000**Bid Download :** Not Available

**Bid Description :** PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Landscape and Grounds Maintenance Services for Public Works Headquarters Complex (2010 PA023). The total annual contract amount of this service is estimated to be \$90,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Mr. Eric Fong at (626) 458 4077, [erfong@dpw.lacounty.gov](mailto:erfong@dpw.lacounty.gov), Monday through Thursday, 7 a.m. to 5 p.m.

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

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

1. Proposer or its managing employee must have a minimum of three years of experience providing landscape maintenance services.
2. Proposer must submit a copy of the Proposer's, employees', and/or subcontractor's valid C27 – Landscaping Contractor's License, California Qualified Applicator License, and California Pest Control Business License.

A Proposers' Conference will be held on August 25, 2010, at 2 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room C. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE AND WALK THROUGH IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference and walk through cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within four calendar days from the date of the conference. After the fourth day, it may be impossible to respond to further requests for information.

The deadline to submit proposals is September 8, 2010, at 5:30 p.m. Please direct your questions to Mr. Fong at the number listed on the previous page.

**Contact Name :** Eric Fong**Contact Phone# :** (626) 458-4077**Contact Email :** [erfong@dpw.lacounty.gov](mailto:erfong@dpw.lacounty.gov)**Last Changed On :** 8/12/2010 8:04:09 AM[Back to Last Window](#)