



GAIL FARBER, Director

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

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

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331

<http://dpw.lacounty.gov>

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

December 09, 2014


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

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

28 December 9, 2014

  
PATRICK OZAWA  
ACTING EXECUTIVE OFFICER

**AWARD OF CONTRACT FOR  
LANDSCAPE MAINTENANCE SERVICES WEST AREA  
(SUPERVISORIAL DISTRICTS 3 AND 5)  
(3 VOTES)**

**SUBJECT**

This action is to award a contract for landscape maintenance services to maintain 16 sites in the west County area.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Find that these services can be more economically performed by an independent contractor than by County employees.
3. Award the contract for Landscape Services West Area in the annual sum of \$580,000, which includes \$75,400 to cover estimated debris disposal fees, to J. Orozco Enterprises Inc., and direct the Mayor to execute the contract. This contract will be for a period of 1 year commencing on January 12, 2015, with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months with a maximum potential contract sum of \$3,190,000.
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.

5. Authorize the Director of Public Works or her designee to renew the contract for each additional renewal option and extension periods if, in the opinion of the Director of Public Works or her designee, J. Orozco Enterprises 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 selected sites in the following areas: Calabasas Creek, two locations on Aliso Creek, East Canyon Channel, Cheseboro Creek, Bell Creek, five locations on Los Angeles River, Santa Clarita Yard, Pacoima Wash, Tujunga Wash Greenway Phase I and II, and Dunsmuir Sediment Placement Site. The work to be performed will consist of trimming and care of trees; cutting seeded grass and wildflowers, shrubbery, and vines; weed and litter control; operation and management of irrigation systems; rodent control; and other landscape maintenance-related work including providing monthly maintenance reports and as-needed work. The Department of Public Works has contracted for these services since 2002.

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

The Countywide Strategic Plan directs the provisions of Operational Effectiveness/Fiscal Sustainability (Goal 1), Community Support and Responsiveness (Goal 2), and Integrated Services Delivery (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 \$580,000, which includes \$75,400 to cover estimated debris disposal fees, plus 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract. This amount is based on Public Works' estimated annual requirements for the services at the unit prices quoted by the contractor.

Funding for these services is included in the Internal Service Fund Fiscal Year 2014-15 Budget, which will be reimbursed by the Flood Control District Fund Budget. Funds to finance the contract's renewal 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 J. Orozco Enterprises Inc., located in Pomona, California. The contractor is certified by the County of Los Angeles as a Local Small Business Enterprise. This contract will commence on January 12, 2015, for a period of 1 year. With the Board's delegated authority, the Director of Public Works or her designee may renew this contract for four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 66 months.

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

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

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

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

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for these contracted services was submitted on June 25, 2014, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

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

The contractor has agreed to pay its full-time employees the current Living Wage Rate approved by the Board on February 6, 2007, and to comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance (LWO) provisions apply to this proposed contract, as County employees can perform 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 the Board and will comply with the County's Living Wage reporting requirements.

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

This Proposition A contract does not allow cost-of-living adjustments for the four option 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 CEQA.

## **CONTRACTING PROCESS**

On June 26, 2014, Public Works solicited proposals from 360 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's "Doing Business With Us" website (Enclosure B), and an advertisement was placed in the Los Angeles Times.

On July 28, 2014, eight proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. Two proposers withdrew their proposals; two were disqualified for not meeting the mandatory requirements of this RFP. The remaining four 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, references, equipment, and demonstrated control over labor/payroll record keeping using the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, apparent responsive, responsible proposer, J. Orozco Enterprises 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

12/9/2014

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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  
Internal Services Department, Contracts Division  
(w/o enc.)

**BOARD EXECUTE**

# Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,  
DEPARTMENT OF PUBLIC WORKS

AND

J. OROZCO ENTERPRISES INC.  
FOR

LANDSCAPE MAINTENANCE SERVICES WEST AREA  
(2014-PA020)

78313

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**BOARD EXECUTE**

AGREEMENT FOR

LANDSCAPE MAINTENANCE SERVICES WEST AREA (2014-PA020)

THIS AGREEMENT, made and entered into this 9th day of December, 2014, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and J. Orozco Enterprises Inc. , a California Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on July 28, 2014, hereby agrees to provide services as described in this Contract for Landscape Maintenance Services West Area (2014-PA020).

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

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2.2, an amount not to exceed \$580,000 per year, which includes \$75,400 to cover estimated debris disposal fees , 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 January 12, 2015. The COUNTY shall have the sole option to renew this Contract term for up to four additional one-year periods and six month-to-month extensions for a maximum total Contract term of five years and six months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

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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-2.2, Schedule of Prices.

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

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

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

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

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

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

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



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



COUNTY OF LOS ANGELES

By Mike Antonovich  
Mayor, Board of Supervisors

ATTEST:

**PATRICK OGAWA**

Acting Executive Officer of the Board of Supervisors of the County of Los Angeles

By [Signature]  
Deputy

APPROVED AS TO FORM:

MARK J. SALADINO  
County Counsel

By [Signature]  
Deputy

J. OROZCO ENTERPRISES INC.

By [Signature]  
Its President  
Jose J. Orozco  
Type or Print Name

By [Signature]  
Its Secretary  
Jose J. Orozco  
Type or Print Name

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

28 DEC 09 2014

[Signature]  
PATRICK OGAWA  
ACTING EXECUTIVE OFFICER

78313

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On Oct 28, 14 before me, Lisa Orozco; Notary Public  
(Here insert name and title of the officer)

personally appeared Jose J. Orozco

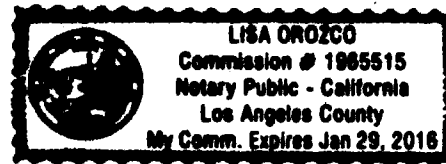
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

*[Handwritten Signature]*

Signature of Notary Public



(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

### 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

**DESCRIPTION OF THE ATTACHED DOCUMENT**  
Landscape Maint. Services West  
(Title or description of attached document)  
Area Contract  
(Title or description of attached document continued)  
 Number of Pages 1 Document Date \_\_\_\_\_  
(Additional information)

**CAPACITY CLAIMED BY THE SIGNER**

Individual (s)  
 Corporate Officer  
DCS  
(Title)

Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

SCOPE OF WORK  
 LANDSCAPE MAINTENANCE SERVICES  
 WEST AREA (2014 – PA020)

A. Public Works Contract Manager

Public Works Contract Manager will be Ms. Wicky Yueng of Flood Maintenance Division, who may be contacted at (626) 458-4152, e-mail address: [wyueng@dpw.lacounty.gov](mailto:wyueng@dpw.lacounty.gov), Monday through Thursday, 7 a.m. to 5 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the Contract Manager. The Contractor will be notified in writing when there is a change in the Contract Manager. The Contract Manager may be assisted by an assigned Public Works Representative (PWR) in the field.

B. Work Location

1. Calabasas Creek — at Hatteras Street/Fallbrook Avenue, (southwest corner), Canoga Park.
  - a. Total Area: 16,120 square feet
  - b. Planting Area: 8,190 square feet
2. Aliso Creek - on Wilbur Avenue, north of Lanark Street, Reseda.
  - a. Total Area: 5,490 square feet
  - b. Planting Area: 3,230 square feet
3. Aliso Creek - on San Fernando Mission Boulevard, east of Newcastle Avenue, Granada Hills.
  - a. Total Area: Southside of San Fernando Mission Blvd.  
9,460 square feet  
  
Northside of San Fernando Mission Blvd.  
11,860 square feet
  - b. Planting Area: Southside of San Fernando Mission Blvd.  
3,170 square feet  
  
Northside of San Fernando Mission Blvd.  
7,540 square feet

4. East Canyon Channel — on Rinaldi Street, west of Golden State Freeway (Interstate 5), Mission Hills.
  - a. Total Area: 23,540 square feet
  - b. Planting Area: 11,850 square feet
5. Cheseboro Creek — on Agoura Road at Cornell Road, south of Ventura Freeway, Agoura Hills.
  - a. Total Area: 3,400 square feet
  - b. Planting Area: 2,140 square feet
6. Bell Creek at Owensmouth Avenue, Canoga Park.
  - a. Total Area: 6,300 square feet
  - b. Planting Area: 2,450 square feet
7. Los Angeles River, Ernie's Walk — between Valleyheart and the river, east of Huston Street, Los Angeles.
  - a. Total Area: 52,250 square feet
  - b. Planting Area: 26,340 square feet
8. Los Angeles River, Laurel Canyon Greenway — southside of the river, between Laurel Canyon Boulevard and Radford Avenue, Studio City.
  - a. Total Area: 76,280 square feet
  - b. Planting Area: 36,810 square feet
9. Los Angeles River, North Valleyheart Riverwalk — north bank, Fulton Avenue to Coldwater Canyon Avenue, Studio City.
  - a. Total Area: 83,562 square feet
  - b. Planting Area: 41,302 square feet



10. Los Angeles River - south bank, from Coldwater Canyon Avenue to approx. 520 feet upstream, Studio City.
  - a. Total Area: 25,524 square feet (approximately)
  - b. Planting Area: 25,524 square feet (approximately)
  
11. Los Angeles River, Headwaters Project — north and south bank from Owensmouth Avenue to Mason Avenue (includes small portion of Browns Creek), Canoga Park.
  - a. Total Area: 366,189 square feet
  - b. Planting Area: 130,603 square feet
  
12. Santa Clarita Yard, Santa Clarita.
  - a. Total Area: 74,550 square feet
  - b. Planting Area: 20,334 square feet
  
13. Pacoima Wash-Unit 5 at Covello Street and Pacoima Wash, Van Nuys.
  - a. Total Area: 570 square feet
  - b. Planting Area: 432 square feet
  
14. Tujunga Wash Greenway Phase I – from Oxnard Street to Vanowen Street (left and right bank), Van Nuys.
  - a. Total Area: 667,197 square feet
  - b. Planting Area: 496,626 square feet
  - c. Stream and Pond Area: 35,000 square feet (included in the total area, but not in the planting area).
  
15. Tujunga Wash Greenway Phase II – from Vanowen Street to Sherman Way (left and right bank), Van Nuys.
  - a. Total Area: 355,500 square feet
  - b. Planting Area: 194,910 square feet
  - c. Stream and Pond Area: 22,800 square feet (included in the total area, but not in the planting area).

16. Dunsmuir Sediment Placement Site

- a. Total Area: 37.5 acres
- b. Planting Area: 4.8 acres

Service area maps for the above facilities are provided in Exhibit G.

Work locations may be changed or deleted during the Contract period by the Contract Manager with reasonable notice. Any such changes will be preceded by a conference between the Contractor and the Contract Manager.

Additional work locations may be added and tasks may be expanded during the contract period. Upon request by the Contract Manager, the Contractor shall provide a written quotation for any additional work location(s). Upon Contract Manager's acceptance of the Contractor's written quotation, the additional work location(s) may be added to this Contract.

As-needed services, upon approval by the Contract Manager, can be performed at Public Works' facilities throughout County of Los Angeles.

C. Work Description

The Contractor shall provide landscaping and grounds maintenance services in a neat, orderly, and professional manner in accordance with these Terms, Requirements, Specifications, Conditions, Attachments, and Exhibits.

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 any and all damages resulting from the County's failure to use the Contractor's services, including, but not limited to, lost profit.

The costs for the following 16 items are to be included in the lump sum price in Schedule of Prices.

1. Tree Trimming and Care

- a. The Contractor shall perform tree trimming to accomplish the following:
  - i. Remove all dead, weak, diseased, insect-infested, and damaged branches and limbs.
  - ii. Prevent encroachment on adjacent property and to maintain required proper vertical clearances, which are 7 feet for

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pedestrian areas and 14 feet for vehicular roadways.

- iii. At a minimum, Elm, Eucalyptus, and Pepper trees shall be pruned every two years, beginning in the first contract year. All other trees shall be pruned every three years, beginning in the first contract year.
  - iv. All cuts shall be made sufficiently close, flush if possible, to the parent stem so that healing can readily start. No stubs will be permitted.
  - v. All limbs 1 1/2 inches or greater in diameter shall be undercut to prevent splitting.
  - vi. All limbs shall be lowered to the ground using a method, which prevents damage to the remaining limbs.
  - vii. The Contractor shall remove and dispose of all trees, which are downed by either natural or unnatural causes. Contractor shall dig out stumps or grind them to 12 inches below grade, remove the wood chips, and backfill the hole to grade with soil.
- b. The Contractor shall adhere to the following tree staking and tying requirements:
- i. Replace missing or damaged stakes where the tree diameter is less than 3 inches.
  - ii. Install stakes in those cases where the tree has been damaged and requires staking for support.
  - iii. Check tree ties once a month and either retie or remove along with the stakes where the tree diameter is more than 3 inches. Removal of tree stakes may be requested by the Contract Manager for trees with a diameter less than 3 inches.

## 2. Shrubbery/Vines Trimming and Care

- a. Contractor shall trim shrubbery and vines only to restrict growth of shrubbery/vines onto the adjacent roads, driveways, and walkways. To maintain safe vehicular and pedestrian visibility at street crossings, all shrubbery/vines located between the channel access gates and cross streets shall be kept trimmed to a maximum height of 4 feet.

- b. Contractor shall trim the shrubs at the access gates a minimum of once a year during the month of March and as needed during the rest of the year to ensure they do not grow taller than 4 feet. These shrubs shall be trimmed no shorter than 3 1/2 feet in height.
- c. It is Public Works' intention for the landscape within the flood right of way to look natural. If pruning is necessary, the Contractor shall prune back branches individually and not shear plants.
- d. Contractor shall remove and dispose of all dead or diseased plant materials as the condition develops.
- e. Contractor shall furnish all labor, supervision, equipment, and general materials for this work. Public Works will reimburse the Contractor for plants purchased provided the Contractor attaches receipts showing the price of the items. The Contractor will not receive a markup for purchases made to complete the work for this item.

3. Ground Cover Trimming and Care

Contractor shall keep all ground covers adjacent to roadways away from the paved surfaces. The ground cover shall be pruned back from the paved surfaces so that the edges look natural, not sheared off. Any runners that start to climb the right-of-way fencing, shrubs or trees shall be pruned out of these areas. The pruning of the ground cover shall be done twice a year during the months of March and September.

4. Ornamental Grass Trimming and Care

Contractor shall trim vines and ornamental grass in an artisan-like manner, without scalping, and in a way to keep them from growing onto the access road/bike trail. Vines and ornamental grass shall be trimmed once a year during the month of September, except that the vines and ornamental grass along the bicycle trail are to be trimmed twice a year during the months of March and September. Vines located on the channel side of the wall shall be pruned so they hang no more than 2 feet below the top of the wall, once a year during the month of September. Contractor shall direct the vines to grow onto the wall by the use of epoxy vine support or other methods approved by the Contract Manager.

5. Weed Control

- a. Shrubbery, Ground Cover, Rock, Gravel, and Ornamental Grass Area

Contractor shall keep all landscape areas, including shrubbery,

ground cover, rock areas, gravel areas, and ornamental areas weed free at all times. All perennial weeds, morning glory, vine-like weeds, ragweed, or other underground spreading weed shall be kept under strict control. Weeds may be removed by hand or by cultivation where appropriate. The Contractor may use preemergent weed control as approved by the Contract Manager. Contractor shall weed at least once a week. Contractor shall annually replenish mulch within the watering ring around the trunk. Mulch shall be evenly applied to a depth of 3 to 4 inches. No mulch shall be placed within 2 inches of a trunk.

b. Stone, Mulch and Decomposed Granite Areas

- i. Contractor shall keep all landscape stone areas, gravel areas, mulch areas, and decomposed granite areas weed free at all times. Contractor shall remove weeds by hand, weed whipping, or the use of chemical weed control.
- ii. Contractor shall annually replenish mulch areas. Mulch shall be evenly applied to a depth of 3 to 4 inches.
- iii. Contractor shall repair and recompact decomposed granite area where heavy wear or erosion occurs. Recompact shall be done with new decomposed granite material (match with existing color) with stabilizing binding agent and follow manufacturer's installation recommendations.

Stabilizing binding agent shall be thoroughly blended into the decomposed granite by mechanical means at the rate of 12 pounds per one ton for pedestrian use, 14 pounds per one ton for vehicular use areas. Mixing shall be done at the supplier's site prior to delivery.

c. Paved Areas

Contractor shall remove all weeds from walkways, drainage areas, expansion joints and cracks in all hard surface areas, driveways, and roadways within the work limit. Contractor shall remove weeds by hand, weed whipping, or the use of chemical weed control.

d. Stream and Pond areas:

Contractor shall remove all weeds from stream and pond areas that are not aquatic/emergent wetland plants planted in the

Tujung Wash Phase I and II.

6. Litter Control

The term "litter" shall be synonymous and interchangeable with "debris" and "trash" and shall include, but not be limited to, all wrappers, containers, bottles, paper, glass, styrofoam, tissue, plastics, cans, grocery bags, boxes, cigarette butts, straws, toys, ropes, tires, automotive scrap, furniture waste, construction debris (i.e., concrete, metal, nails, screws, wood pieces, etc.), dead foliage, tree cuttings, food, bones, and other organic materials. The Contractor shall remove only nonhazardous materials and immediately notify the Contract Manager of known hazardous materials. The Contractor shall NOT attempt to perform any type of hazardous waste removal not included under the Scope of Work of this Contract, including identifying, containing, cleaning, moving, disposing, etc.

- a. Contractor shall remove litter and other accumulated debris (including animal feces) within the landscape areas, including, but not limited to planted areas, rock areas, gravel areas, decomposed granite areas, stream and pond areas, adjoining access roads and driveways, and drains.
- b. Litter control shall take place on a weekly basis in all locations.
- c. At locations where trash cans/receptacles exist, they shall be emptied and cleaned at least once a week. The cost of trash can liners and supply shall be considered as part of the sites' monthly maintenance cost.
- d. At locations where pet litter bag dispenser exist, the contractor shall restock the dispenser with 13 inches long by 8 inches wide litter bags at least once a week. The cost of the pet litter bags shall be considered as part of the sites' monthly maintenance cost.

7. Watering and Irrigation System Management

Contractor shall be responsible for the operation of the automatic irrigation controllers and management of the complete irrigation system to provide the proper amount of water to the various species of plants.

The irrigation system is automatically controlled through electrically powered or solar powered irrigation controllers and remote control valves. There is one automatic irrigation controller on each side (north and south) of Aliso Creek - on San Fernando Mission Road, east of Newcastle Avenue. All irrigation systems for ground cover, shrubs, and trees are a combination of permanent, below ground, water-conserving drip systems,

and overhead spray systems.

a. Irrigation

- i. Contractor shall operate the irrigation system in a way as to not cause excessive wetness, "waterlogged" areas. Native and drought-tolerant plant materials have been used throughout these various locations and require a minimal amount of water. Over-watering may cause the plants to die. The Contractor shall incorporate infrequent deep-watering techniques to encourage deep-rooting, drought-tolerant plant characteristics to promote a self-sustaining, irrigation-free landscape.
- ii. When determining the watering schedule (controller settings for water quantities and frequencies), Contractor shall consider the season, weather (rainfall and temperature), variation in size and varieties of plants, along with the desired infrequent deep-watering techniques. Seasonal controller rescheduling of circuits (systems) should occur at least twice during the year, usually during spring and fall and should be considered as part of the routine maintenance.
- iii. If necessary, Contractor shall use a moisture-sensing device to determine water penetration into the soil.
- iv. Contractor shall turn off the irrigation system at the controller during or following rainy weather when the soil has high enough moisture content that watering is not required.
- v. If an automatic irrigation system, or a portion of a system, malfunctions, the Contractor shall be responsible for the manual manipulation of that system for a period of 30 days. Contractor shall report all systems which require manual operation to the Contract Manager at the end of each week and also on the monthly maintenance report. Contractor's schedule for operating the irrigation system manually shall be approved by the Contract Manager for the manual operation to count toward the 30-day required period of manual operation. A system shall be manually operated a minimum of once a week for the week to qualify as part of the 30-day required period of manual operation. One manual operation of a system cannot count towards more than one week of the 30-day manual operation requirement. If the system requires manual manipulation for a longer period than the 30-day period the Contractor is required to provide, then the Contract Manager may option to pay the

Contractor supplementally to continue the manual manipulation, or may decide to terminate the supplemental irrigation.

b. Irrigation System - Inspection and Maintenance

- i. Contractor shall be responsible for the inspection and maintenance of the entire irrigation system and for specific repairs/replacements as noted in Exhibit A, Scope of Work, Item C.7.b.2. The County will be responsible for the repair or replacement of broken/worn-out components of the irrigation system: automatic controllers, backflow devices, gate valves, flow sensors, pressure regulators, wye strainers, filters, quick couplers, etc. The County will also be responsible for the inspection/certification of the mainline backflow devices located at each water service meter.
- ii. To ensure the operability and the correct adjustment of the irrigation system, Contractor shall cycle controller(s) through each station manually and automatically to check the function of all facets of the irrigation system, report any damage or incorrect operation to the Contract Manager, and include that information on the monthly maintenance report. This inspection shall be performed once a month or more frequently if problems/conditions indicate a need. Beyond regular testing, irrigation systems shall be tested/inspected as necessary when damage is suspected, observed, or reported to the Contractor by Public Works. The cost for these additional inspections are to be included in the lump sum price on Form PW-2, Schedule of Prices.

c. Contractor shall perform the following tasks:

- i. Repair or replace damaged bubbler heads and risers, as necessary.
- ii. Clean or replace clogged bubbler heads and risers, as necessary.
- iii. Clean or replace clogged or damaged drip line emitters.
- iv. Repair/replace immediately all broken drip lines or emitters, which are causing a loss of water creating ponding or erosion.
- v. Maintain the filters for the drip system to help prevent the emitters from clogging. All filters at remote control valves shall be inspected and cleaned every two months. The



location of any filter found to be worn out during this inspection shall be reported to the Contract Manager within one week of the discovery and also included on the required monthly maintenance report. The drip system filters are located within vaults located at the bottom of the backslope.

- vi. Inspect and clean mainline filters, wye strainers, basket filters, and the filters at the backflow devices twice a year. The location of any filter found to be worn out during this inspection shall be reported to the Contract Manager within one week of the discovery and also included on the required monthly maintenance report.
  - vii. The bubbler heads in the vine pockets next to the parapet walls shall be inspected on a monthly basis to verify each vine is being watered.
  - viii. Recover and refasten removed valve box covers. Contractor shall report any missing valve box covers to the Contract Manager by the end of the day and also include that information on the required monthly maintenance report.
- d. The material and labor costs for repairing and replacing all equipment downstream of the backflow device shall be included in the base bid price except the material costs of the remote control valves, gate valves, and quick coupling valves and automatic irrigation controller, which will be reimbursed to the Contractor with attaches receipt showing the price of the items by Public Works. The Contractor will not receive a markup for purchase made to complete the work for this item.

## 8. Rodent Control

All areas shall be maintained free of rodents including, but not limited to, gophers, ground squirrels, and rats since they may cause damage to shrubs, ground cover, trees, and/or irrigation systems. The rodenticide product to be used shall be recommended by a California Pest Control Advisor and preapproved by the Contract Manager.

All Contractor work involving the use of chemicals shall be in compliance with all Federal, State, and local laws and shall be accomplished by a California Certified Applicator under the direction of a licensed Pest Control Advisor. In compliance with the California Food and Agricultural Code, the Contractor shall provide the Contract Manager with a copy of the valid Pest Control Applicator's and Pest Control Advisor's licenses or a copy of these licenses from the subcontractor prior to using any and all applicable chemicals within the area(s) to be maintained.

9. Monthly Maintenance Reports

Contractor shall submit a proposed maintenance schedule prior to the start of this Contract. Contractor shall maintain and keep current a monthly maintenance report that records when all periodic, seasonal, additional work and maintenance functions performed by the Contractor's personnel were completed. The report shall also include: locations where erosion on the channel backslope greater than 6 inches have been discovered; locations where disease or insect infestation has been discovered; locations where trees, shrubs, vines, or other plants are missing or dead or should be removed; any dead trees or plant materials replaced; any irrigation systems that have to be operated manually; any problems with the irrigation system, such as malfunctions, needed maintenance, or repairs/replacements. The Contract Manager will provide the report Contractor shall submit the maintenance report to the Contract Manager at the end of each month or upon request, within three working days.

10. As-Needed Items (Only to be performed with Public Works' approval)

Upon approval by the Contract Manager, the following as-needed services can be performed at Public Works' facilities throughout County of Los Angeles.

- a. Manual operation of irrigation system past the required 30-day period.

If Public Works approves manual operation of the irrigation system past the 30-day period, the Contractor will be reimbursed at the hourly rate for personnel to manually operate the system. The County will not pay for preparation or travel time to and from the jobsite, only the actual time spent manually operating the irrigation system. The Contractor's schedule for operating the irrigation system manually shall be preapproved by the Contract Manager as part of the approval for the Contractor to manually operate the irrigation system. The hourly cost to manually operate the irrigation system, past the required 30-day period, is not to be included in the total proposed price. This cost is to be included in Form PW-2, Schedule of Prices, Item B.1, "Manual operation of irrigation system past the required 30-day period."

- b. Irrigation System Repairs

The County may at its discretion have the Contractor make additional repairs and/or replacements to the irrigation system. Contractor will be paid at the hourly rate indicated in Schedule of

Prices, Item B.1. The County will not pay for preparation time or travel time to and from the jobsite for these repairs. For emergency call out, the Contractor will be paid at a four-hour minimum for emergency repairs. Emergency call out is defined work requested during outside of normal working hours. For work described in this paragraph, Contractor will be reimbursed of the actual cost for parts provided by the Contractor to make repairs upon receipt of an invoice to the Contract Manager.

c. Replant Trees, Shrubs, Ground Cover, Plants, etc.

i. Contractor shall remove all dead or diseased plant materials as the condition develops. Upon request by the Contract Manager, Contractor shall replace dead or damaged plant materials. The Contractor's labor for plant replacement work shall be the hourly rate (indicated in Form PW-2, Schedule of Prices, Item B.1., Contractor shall furnish all labor, supervision, equipment, and general materials for this work. Upon approval of Contract Manager of Public Works will reimburse the Contractor for plants purchased provided the Contractor attaches receipts showing the price of the items. The Contractor will not receive a markup for purchases made to complete the work for this item.

ii. Upon request by the Contract Manager, Contractor shall replace dead or damaged plant materials twice a year, first at the beginning of the rainy season (September) and the second at the beginning of the spring season (March). The Contractor shall place a 3-to 4-inch layer of mulch within the watering ring around the truck. No mulch shall be placed within 2 inches of the trunk. The cost of replacing dead and damaged plant materials shall be the hourly rate indicated in Forms PW-2, Schedule of Prices, B.1.

d. Major Tree-Trimming; Tree, Stump, and Root Removal

Major tree trimming; tree, stump and root removal shall include all other types of tree trimming other than those specified in Tree Trimming and Care (Section C.3) and will be paid at the hourly rate listed in PW-2, Schedule of Prices, Item B.2. The County will not pay for preparation time or travel time to and from the jobsite for these repairs. Contractor shall complete major tree trimming as requested by the Project Manager. Work shall be conducted in accordance with Exhibits H. The Contractor shall use an International Society of Arboriculture (ISA) Certified Arborist to directly oversee any major tree trimming, tree removal and stump and root removal and

ISA Certified Tree Workers to perform any major tree trimming and tree removal. The Contractor is subject to the provisions of Section K of this Exhibit.

e. After Hours Emergency to Shut Off Water

Respond to requests received from Public Works, pertaining to waterline breaks, etc., requiring an emergency response to shut off water or turn off the irrigation system (other than normal working hours). Contractor will be reimbursed for each emergency response at the flat rate under PW-2, Schedule of Prices - West Area, Item B.3.

f. Hydroseeding

Contractor shall complete hydroseeding services as requested by the Project Manager. Hydroseeding services will be paid at the hourly rate listed in PW-2, Schedule of Prices, Item B.4. The County will reimburse the Contractor for parts and materials including, but not limited to, seeds and erosion control devices, provided Contractor has obtained Project Manager's prior written approval of Contractor's written estimate. The Contractor shall submit an invoice with attached applicable receipts for a particular service request to the Project Manager. The Contractor will not receive a markup for purchases made to complete the work for this item. The County will not pay for preparation time or travel time to and from the jobsite for these services.

i. Contractor shall adhere to the following standards and specifications:

1. Evaluation of site conditions shall be performed to select appropriate hydroseeding mixture.
2. All seeds shall be in conformance with the California State Seed Law of the Department of Agriculture.
3. Installation:
  - a. Contractor shall have previous knowledge of hydroseeding.
  - b. Obtain approval of planting area from Contract Manager.
  - c. Remove all vegetation (except as instructed by PWR), stumps, roots, and stones (larger than 1 inch in diameter) and all harmful materials.

- d. Grade area to present a neat and uniform appearance. Finish grade to be 1 inch below adjacent paving.
  - e. Any slurry sprayed on plants, wall, pavement, or equipment as a result of hydroseeding shall be cleaned to the satisfaction of PWR.
  - f. Inspection – Notify PWR one week prior to completion. The PWR shall inspect and accept the completed works.
- ii. Contractor shall inspect hydroseeded slopes and areas weekly before and after rainfall events. Inspect hydroseeded slopes and areas every 24 hours during extended rainfall events during the initial planting season up to four months.
  - iii. All areas shall be inspected for failure and re-seeded, fertilized, and mulched within the planting season, using not less than half the original application rates.
    - o Temporary vegetation that does not provide adequate cover must be reapplied as required by the engineer.
  - iv. Contractor is responsible for maintaining all slopes to prevent erosion for the duration of the project or per contract Special Provisions. This includes, but not limited to, purchase and installation of erosion control devices (ie., straw waddles, etc.).
    - o For slopes in excess of 3:1 a mulch stabilizer such as soilLoc, or approved equal, shall be applied to the mulch at a recommended rate by the manufacturer and approved by the Agency.

#### 11. Maintenance of Dunsmuir Sediment Placement Site:

Contractor shall perform the following tasks:

- a. Remove weeds from the planted/seeded slopes monthly between February and July. Also, perform this task in September and December.
- b. Remove debris/tumbleweeds from the perimeter fence line of the property along Markridge Road and the road leading to Deukmejian Park (southern and eastern sides of property).

- c. Run a system test on the irrigation system each month (January through December) and make sure all areas are functioning.

D. Hours and Days of Service

Hours of services shall be primarily performed within the 7 a.m. to 4 p.m. time period, 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 Director.

Minimally, the Contractor shall provide telephone answering service and facsimile, within the County from 8 a.m. to 5 p.m., Monday through Friday, except on legal holidays, to receive instructions, information, complaints, etc., from Public Works. Contractor shall also provide a 24-hour, 7 days a week, emergency phone number to receive emergency reports from Public Works.

Holidays Observed by the County of Los Angeles are:

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

E. Utilities

The County will provide electric and water services to operate the irrigation system.

F. Storage Facilities

The County will not provide storage facilities for the Contractor. Public Works will not be liable or responsible for any damage, by whatever means, or for theft of materials or equipment from the jobsite.

G. Removal of Debris

All debris derived from these landscaping services shall be removed from Public Works property by the Contractor and properly disposed. Public Works will pay the Contractor for dump fees and the Contractor shall be responsible for all work and transportation required to remove and dispose of debris. The Contractor shall submit dump tickets with invoices each month, **whereupon Public Works will reimburse the Contractor for the cost of the debris disposal only.** Materials earmarked to a landfill shall be delivered to an approved dumpsite. Landscape waste materials diverted from landfills to cogeneration facilities shall be registered on a log to be submitted on a monthly basis to the Contract Manager. 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.

H. Special Safety Requirements

1. All Contractor's personnel shall observe all applicable State of California Occupational Safety and Health Administration (Cal/OSHA) and Public Works safety requirements while at Public Works' jobsites.
2. Special emphasis shall be placed on public safety during landscape maintenance operations, particularly when adjacent to roadways, sidewalks, and bicycle trails. Contractor shall be responsible for providing all necessary safety measures to ensure public safety within the limits of or adjacent to each particular landscape maintenance operation.

Contractor shall do the following for safety issues:

- a. **Public Safety:** Contractor shall perform a pre-work survey to identify potential safety issues and, if any are found, address them before work starts; if any hazards are found, the contractor will report to the County's contract manager; if the hazards are potentially harmful or pose imminent risk to the public, contact 911.
  - b. **Emergency Response:** When the emergency involves injury to a member of the public, call 911; stay with the injured person until help arrives, if doing so does not pose a risk to the County crews or contractor, and direct emergency services to the injured person, if practical; secure the site and bike path to restrict the public from going through the area as described in item 4.
3. All pesticide, herbicide, etc., application shall be under the direct supervision of a commercial applicator certified by the State of California.
  4. Contractor shall close the bicycle trail portion of the channel access road when the landscape maintenance operation warrants closing the trail to the public. Contractor shall block the access road/bicycle trail and place signs at the point both upstream and downstream of the work area. The upstream and downstream closure points shall be adjacent to a bicycle

entrance gate so as to allow the bicyclist to exit the trail. The trail closure shall conform to Public Works standards, as follows:

- a. The trail closure signs shall state the date of closure and date the trail will be reopened.
- b. The signs shall also state the limits of the closure (where the bicyclist can reenter the trail).
- c. The signs shall use 3-inch lettering.
- d. The trail closure signs shall be placed on the trail two weeks prior to the trail closure.
- e. Public Works Bicycle Trail Coordinator shall be notified 48 hours prior to the closure of the bicycle trail.
- f. All questions regarding the bicycle trail closure shall be directed to Public Works Bicycle Trail Coordinator, Mr. Abu Yusuf, at (626) 458-3940.

I. Maps

See Exhibit G is the service area maps for the West Area.

J. AB 939 County Diversion Requirements

The California Integrated Waste Management Act of 1989 (AB 939) required that all cities and counties in the State of California divert materials going to landfill by 50 percent by the year 2000. Based on this mandate, all contractors handling landscape waste materials for the County shall be required to divert all landscape waste materials from any landfills and cogeneration facilities. Landscape materials utilized for cogeneration or daily landfill cover may not qualify for diversion credit and, therefore, may not be acceptable methods of disposal of this material. Contractor shall be required to seek "recycling" alternatives for these organic, biodegradable landscape waste materials. Acceptable "recycling" alternatives would include the utilization of these materials as feedstock, for composting, co-composting, mulching, soil amendments, and wood chip products.

Contractor shall be required to arrange for the chipping and transport of all landscape materials to its selected processor with all cost to be borne by the Contractor. Use of any other processing method not listed above will require the approval of Public Works and must qualify for diversion credit as specified in AB 939, or subsequent legislation. Proof of delivery of the material and weight tickets (from an approved public or private scale) shall be required.

K. Additional Responsibilities of the Contractor

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Contractor shall:

1. Furnish all supervision, labor, material, tools, equipment, transportation, and other items needed to perform landscape services as outlined herein.
2. Provide sufficient landscape personnel with the skills, training, and experience necessary to perform the various landscape activities in a professional manner. The Contractor shall ensure all personnel working on the irrigation system are fully trained in all phases of landscape irrigation systems (including drip systems) and can readily identify and isolate problems. Whenever applicable, the Contractor shall use a certified arborist, a certified horticulturist, certified Pest Control Applicators, and Pest Control Adviser, approved by Public Works for providing directions during maintenance (e.g., for tree trimming, shrubbery pruning, slope cutting, fertilizing, disease, and pest recommendations).
3. Use a California Certified Applicator under the direction of a licensed Pest Control Advisor, when using chemicals or rodenticide for rodent control.
4. Ensure that all equipment used is adjusted properly and adequately sharp. The Contractor shall not use climbing spurs.
5. Repair any damage to Public Works facilities resulting from the Contractor's work including, but not limited to, irrigation systems, fences, gates, and access road pavement.
6. Assume responsibility for any damage due to over-spray of the adjoining areas (grasses and wildflowers, shrubs, trees, etc.) in areas where chemical weed eradication is used.
7. Remove all trimmings, debris, trash, and properly dispose of them off-site at the end of each work day. Also, all roadways, driveways, and sidewalks adjacent to each landscape operation shall be cleaned immediately following each landscape operation.
8. Inspect all landscaped areas for disease and insect infestation that could cause damage to the plant materials during each landscape maintenance activity. The Contract Manager shall be notified by the end of the week of any disease or insect infestation detected by the Contractor. The infestations shall also be reported on the monthly maintenance report. The cost for this inspection shall be included in bid Item No. 1, "Tree and Shrubby Trimming and Care, Ground Cover Trimming and Care, Ornamental Grass

Trimming and Care, Weed Control, Litter Control, Watering and Irrigation Management, Rodent Control, etc.," in the Schedule of Prices, Forms PW-2.

9. Inspect the channel back slope for erosion during each maintenance activity. All erosion 6 inches or deeper shall be reported to the Contract Manager at the end of each week and also reported on the monthly maintenance report.
10. Ensure that its on-site supervising employee assigned to this Contract has at least two years of experience in performing supervising landscaping services. Contractor's change in on-site supervisors shall be reported to the Contract Manager. Contractor shall submit the proposed on-site replacement supervisor resume to the Contract Manager for pre-approval.
11. Ensure to hold a valid and active California-issued landscaping license, Contractor Classification C-27. In addition, ensure to hold a valid and active State of California Department of Pesticide Regulation Pest Control business license and Contractor's employee assigned to this Contract must hold a valid and active State of California Qualified Applicator license.
12. Ensure to have as an entity or by its managing employees five years of experience providing landscaping services.

L. Responsibilities of Public Works

Public Works will be responsible for the following:

1. The County may perform periodic inspections of the work location(s) as determined necessary or requested by the Contract Manager. The Contract Manager or PWR may accompany the Contractor's crews conducting work and serve as an observer and quality control person at the jobsite.
2. Review and process all inspection/maintenance report results for completeness and accuracy of reporting. If any work referenced in Exhibit A, Scope of Work, Section C, Work Description, and Section K, Additional Responsibilities of Contractor, are not done properly, the Contract Manager will not approve the work for payment and will order the work be redone.
3. Provide Maps and Irrigation and Landscape Drawings:

Landscape Maintenance Services  
West Area (2014-PA020)

- a. Exhibit G consists of drawings showing the locations where landscape maintenance services are to be performed.
  - b. Detailed landscaping and irrigation drawings are available showing design of the irrigation systems and the landscaping. It should be noted that landscaping plans may have been modified subsequent to the original installation, and thus the drawings should be verified in the field.
4. Public Works will be responsible for the inspection/certification of the mainline backflow devices located at each water service meter.

M. Water Pollution Control

National Pollutant Discharge Elimination System

1. To comply with the National Pollutant Discharge Elimination System (NPDES) requirements, the Contractor shall not allow any debris from its operations under this Contract to be deposited into the channels, storm drains, and/or gutters.
2. Best Management Practices (BMPs)

Best Management Practices shall be defined as any program, technology, process, siting criteria, operating method, measure, or device that controls, prevents, removes, or reduces water pollution. Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 of the Construction BMP Handbook. This Publication is available from:

Blue Print Service  
1700 Jefferson Street  
Oakland, CA 94612  
(510) 444-6771

County of Los Angeles  
Department of Public Works  
Cashier's Office  
900 South Fremont Avenue  
Alhambra, CA 91803  
(626) 458-6959

Contractor shall have a minimum of one readily accessible copy of this publication on the Contract site at all times.

N. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by

the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

O. Prevailing Wage

The Director of the Department of Industrial Relations of the State of California has ascertained the prevailing rate of per diem wages in dollars, based on a working day of eight hours, for each craft or type of worker or mechanic needed to execute any construction or maintenance contract which may be awarded by Public Works. The current prevailing wage rates as adopted by the Director of the Department of Industrial Relations are incorporated herein by reference and may be accessed at <http://www.dir.ca.gov>.

The Contractor is required to pay the prevailing wage rate referred to above and 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. Pursuant to Section 1775, of the Labor Code (State of California), Contractor shall forfeit \$50 for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rates for any public work done under this Contract or by any subcontractor.

P. 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.
  - 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, or approved by Contract Manager.
4. In addition to the above, Public Works may use Exhibit F, Performance Requirements Summary, to evaluate Contractor's performance.

## SERVICE CONTRACT GENERAL REQUIREMENTS

## SECTION 1

## INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

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

B. Definitions

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

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

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

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

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

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

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

Day. Calendar day(s) unless otherwise specified.

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Headings

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



## SECTION 2

### STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

#### A. Amendments

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

#### B. Assignment and Delegation

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

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

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

C. Authorization Warranty

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

D. Budget Reduction

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

E. Complaints

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

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

F. Compliance with Applicable Laws

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

G. Compliance with Civil Rights Laws

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

H. Confidentiality

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

I. Conflict of Interest

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

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

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

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

K. Consideration of Hiring GAIN and GROW Participants

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

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

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

M. Contractor's Charitable Activities Compliance

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

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

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

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

O. Contractor Performance Evaluation/Corrective Action Measures

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

P. Damage to County Facilities, Buildings, or Grounds

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

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

Q. Employment Eligibility Verification

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

R. Facsimile Representations

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

S. Fair Labor Standards

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

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

T. Force Majeure

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

U. Governing Laws, Jurisdiction, and Venue

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

V. Most Favored Public Entity

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



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

W. Nondiscrimination and Affirmative Action

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

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

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

X. Nonexclusivity

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

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

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

Z. Notice of Delays

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

AA. Notice of Disputes

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

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

BB. Notice to Employees Regarding the Federal Earned Income Credit

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

CC. Notices

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

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

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

DD. Publicity

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

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

EE. Public Records Act

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

FF. Record Retention and Inspection/Audit Settlement

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

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

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

services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

GG. Recycled-Content Paper Products

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

HH. Contractor's Employee Criminal Background Investigation

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

II. Subcontracting

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

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

JJ. Validity

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

KK. Waiver

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

LL. Warranty Against Contingent Fees

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

MM. Time Off for Voting

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



### 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 ten days after the notice is sent.
2. After receipt of a notice of suspension or termination and except as otherwise directed by County, Contractor shall:
  - a. Stop work under this Contract on the date and to the extent specified in such notice.
  - b. Complete performance of such part of the work as shall not have been suspended or terminated by such notice.
3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.
4. If this Contract is suspended or terminated, Contractor shall complete within the Director's suspension or termination date contain within the notice of suspension or termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly

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

C. Termination/Suspension for Default

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

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

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

D. Termination/Suspension for Improper Consideration

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

E. Termination/Suspension for Insolvency

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

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

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

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

G. Termination/Suspension for Nonappropriation of Funds

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

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

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

B. Cooperation

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

C. Cooperation and Collateral Work

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

D. Equipment, Labor, Supervision, and Materials

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

E. Gratuitous Work

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

F. Jobsite Safety

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

G. Labor

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

H. Labor Law Compliance

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

I. Overtime

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

J. Permits/Licenses

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

K. Prohibition Against Use of Child Labor

1. Contractor shall:

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

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

L. Public Convenience

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

M. Public Safety

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

T. County Contract Database/CARD

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



## SECTION 5

### INDEMNIFICATION AND INSURANCE REQUIREMENTS

#### A. Independent Contractor Status

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

#### B. Indemnification

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

#### C. Workplace Safety Indemnification

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

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

D. General Insurance Requirements

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

Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, 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 noncomplying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- d. Certificates and copies of any required endorsements shall be sent to:

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

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

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

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

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

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

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

E. Compensation for County Costs

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

F. Insurance Coverage Requirements

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

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

2. Automobile Liability insurance (providing scope of coverage equivalent to ISO Policy Form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or nonowned autos, as each may be applicable.
3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor is a temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO Policy Form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 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.
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

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

SECTION 11

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

SECTION 12

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX  
REDUCTION PROGRAM

A. Defaulted Property Tax Reduction Program

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

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in paragraph B, above, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten 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

DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 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 Disabled Veteran 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 Disabled Veteran Business Enterprise.
- D. If Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
  - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
  - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
  - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).
- E. The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Public Works of this information prior to responding to a solicitation or accepting a contract award.

## SECTION 14

### PREVAILING WAGES

A. Prevailing Wages

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

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

B. Posting of Prevailing Wage Rates

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

C. Work Records

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

D. Certified Payroll Records

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

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

E. Subcontractor

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

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Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2013)

### 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 2013 are less than \$51,567 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following:

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

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

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2014.

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

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

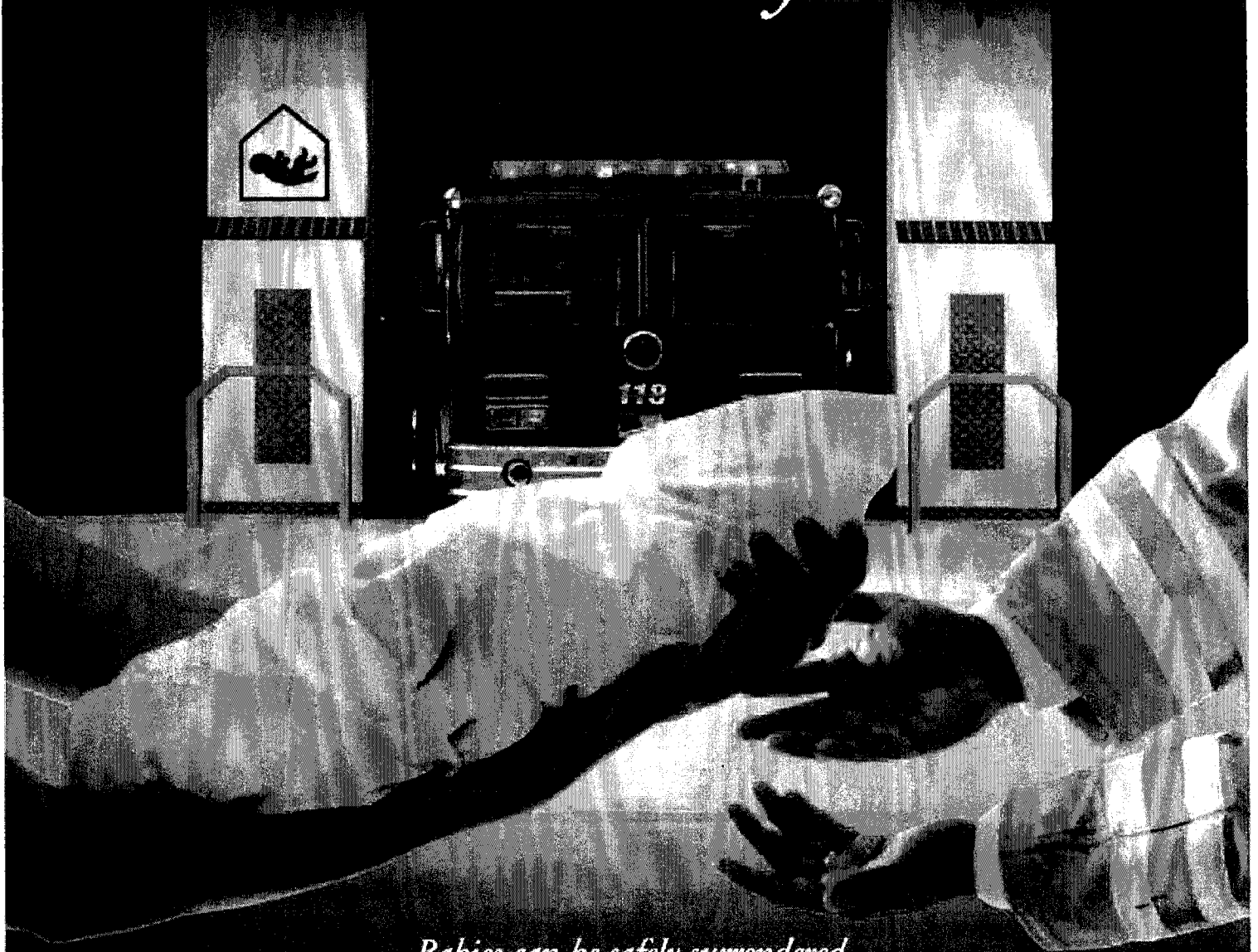
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

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

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



# *Safely* Surrendered *Baby Law*



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

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

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

[www.baby-safe.com](http://www.baby-safe.com)



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

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

### How does it work?

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

### What if a parent wants the baby back?

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

### Can only a parent bring in the baby?

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

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

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

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

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

### What happens to the baby?

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

### What happens to the parent or surrendering adult?

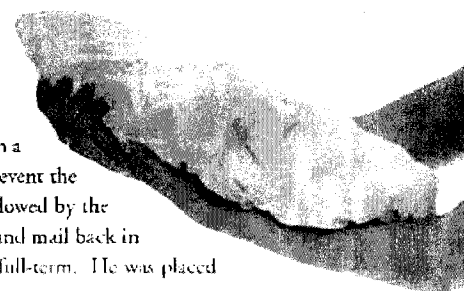
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

### Why is California doing this?

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

## A baby's story

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



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



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

**Sin pena. Sin culpa. Sin nombres.**

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



# Ley de Entrega de Bebés Sin Peligro

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

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

### ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los 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 serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

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

**2.206.010 Findings and declarations.**

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

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

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

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

**2.206.030 Applicability.**

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

**2.206.040 Required solicitation and contract language.**

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

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

**2.206.050 Administration and compliance certification.**

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

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

**2.206.060 Exclusions/Exemptions.**

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

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

provision;

12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.070 Enforcement and remedies.**

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

**2.206.080 Severability.**

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



PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
<b>A. SCOPE OF WORK</b>				
1. Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency; suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Violation of the National Pollutant Discharge Elimination System	Discharge of debris into storm drains and/or gutter.	\$500 per occurrence plus any fines by regulatory and governmental agencies plus any remediation cost; suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Trimming and Care	Contractor shall provide all landscaping and grounds maintenance services in a neat, orderly, and professional manner for the 15 items/sites.	\$500 per occurrence plus any fines.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Major Tree Trimming, Tree Removal and Stump & Root Removal	Contractor shall complete major tree trimming as requested by Project Manager, this includes any and all other types of trimming other than those specified in Tree Trimming and Care.	\$500 per occurrence plus any fines.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
5. Weed/ Litter/ Rodent Control	Contractor shall remove any weeds, litter or any other debris, and rodents from landscape areas. Weed and Litter control shall take place on a weekly basis at all locations. Rodent control shall take place as needed.	\$500 per occurrence plus any fines.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>B. REPORTS/DOCUMENTATIONS</b>				
1. Monthly Maintenance Reports	Contractor shall submit maintenance report to the Contract Manager at the end of each month or upon request, within three working days.	\$50 per day per report that is late or not submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Special Reports As Needed	Filed within time frame requested.	\$50 per day per report that is late or not submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>C. EMPLOYEES</b>				
1. Contractor's Employee Criminal Background Investigation	Prior to the start of the contract and continuation of the contract the contractor shall certify all employees who are in a designated sensitive position has passed a fingerprints background check submitted to the California Department of Justice to include State and local-level review, as required	\$100 per employee per day who is not certified as passing the background check.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
	by the Contract Employees who do not pass or is not certified shall be immediately removed.			
2. Experienced Personnel	Contractor must provide experienced personnel to perform various landscape activities in a professional manner; this includes personnel fully trained in all phases of irrigation systems.	\$50 per error resulting from lack of orientation; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Training program	Document training of each employee.	\$250 per untrained employee.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Maintain Knowledge of Safety Requirements	Completion of training of all accepted standards for safe practices related to the work.	\$50 per employee, per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>D. SUPERVISOR/MANAGERS</b>				
1. Change in Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager	\$50 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Respond to complaints, requests, and discrepancies.	Respond within the time frame outlined in the Contract.	\$50 per complaint not responded to within the time frame outlined in the specifications.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
3. After Hours Emergency to Shut Off Water	Contractor shall respond to requests received from Public Works pertaining to waterline breaks requiring an emergency response to shut off water or turn off irrigation system.	\$50 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Site Inspections	Contractor or experienced personnel shall inspect landscape areas after maintenance has been completed. Areas shall also be inspected for disease, insect infestation or irrigation problems.	\$50 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Competent Supervisory Staff	Responsiveness to complaints and requests; maintain good work records, and acceptable level of service.	\$200 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Supervision and Training	On-site supervisor shall have at least 2 year' experience in performing landscaping services.	\$50 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Special Safety Requirements	Contractor shall be responsible for providing all necessary safety measures to ensure public safety. All Contractors' personnel shall observe all applicable State of California Occupational Safety and	\$200 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
	Health Administration (Cal/OSHA) and Public Works safety requirements.			
8. Supervisors speak, read, write, and understand English	On-site supervisor can communicate in English with County Contract Manager.	\$100 per day for use of non-English-speaking supervisor; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>E. CONTRACT ADMINISTRATION</b>				
1. License & Certifications	Contractor shall maintain a valid and active California issued Landscaping License, Contractor Classification C-27, and State of California issued arborist certification.	\$200 per day; work/contract; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Provide Performance Bond	Valid bond is furnished and not allowed to lapse.	\$200 per day; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in contract.	\$200 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Use of Subcontractor without Approval and/or Authorization.	Obtain County's written approval prior to subcontracting any work.	\$500 per occurrence; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Assignment and Delegation	Contractor shall not assign its	\$200 per day the County	<input type="checkbox"/> Yes	

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

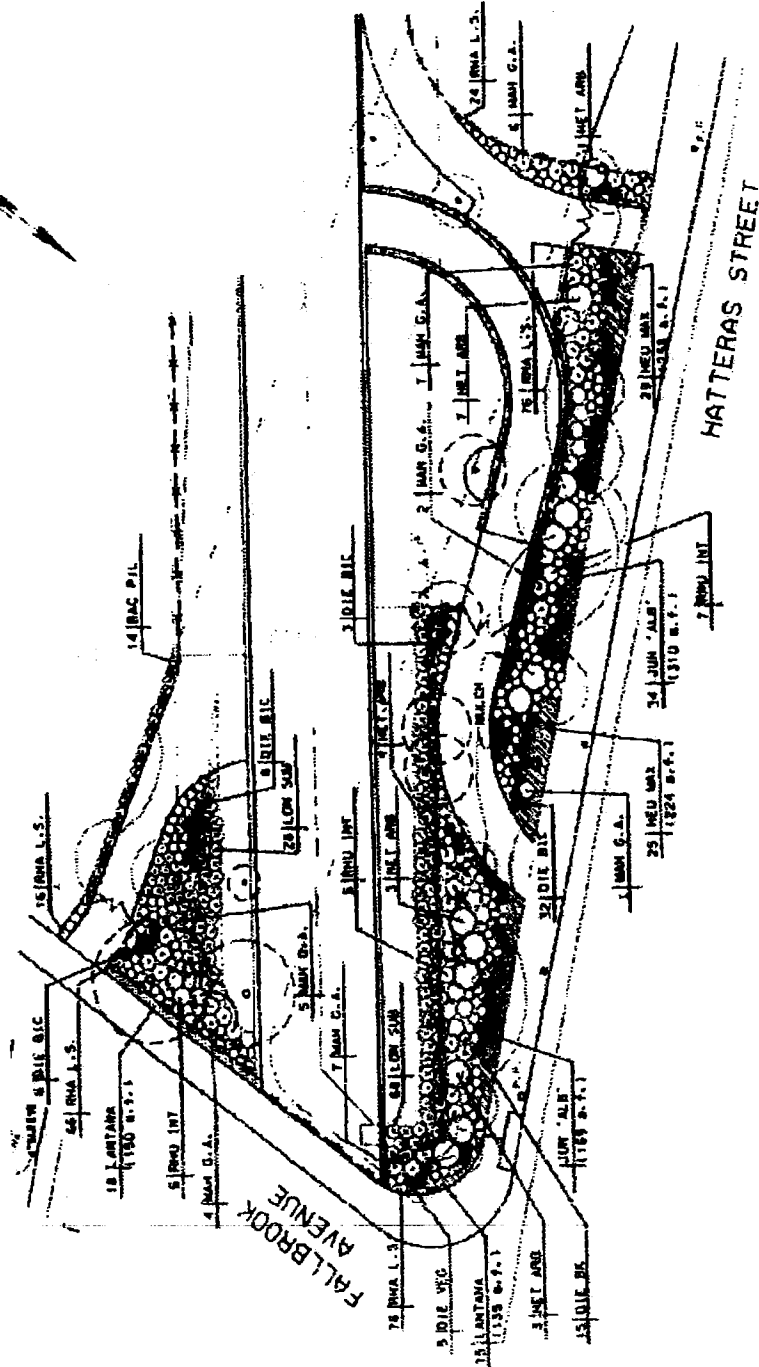
PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
	rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County.	is not informed of this change; possible suspension; possible termination for default of contract.	<input type="checkbox"/> No <input type="checkbox"/> N/A	

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

# EXHIBIT G - Maps



## PLANTING PLAN







APPROVED  
 FOR THE COUNTY  
 PLANTING PLANS  
 COUNTY OF SANTA CRUZ  
 PLANTING PLANS



ARCHITECTURAL ENGINEERING  
 DIVISION  
 REGISTERED PROFESSIONAL ENGINEER  
 LICENSE NO. 12345  
 STATE OF CALIFORNIA

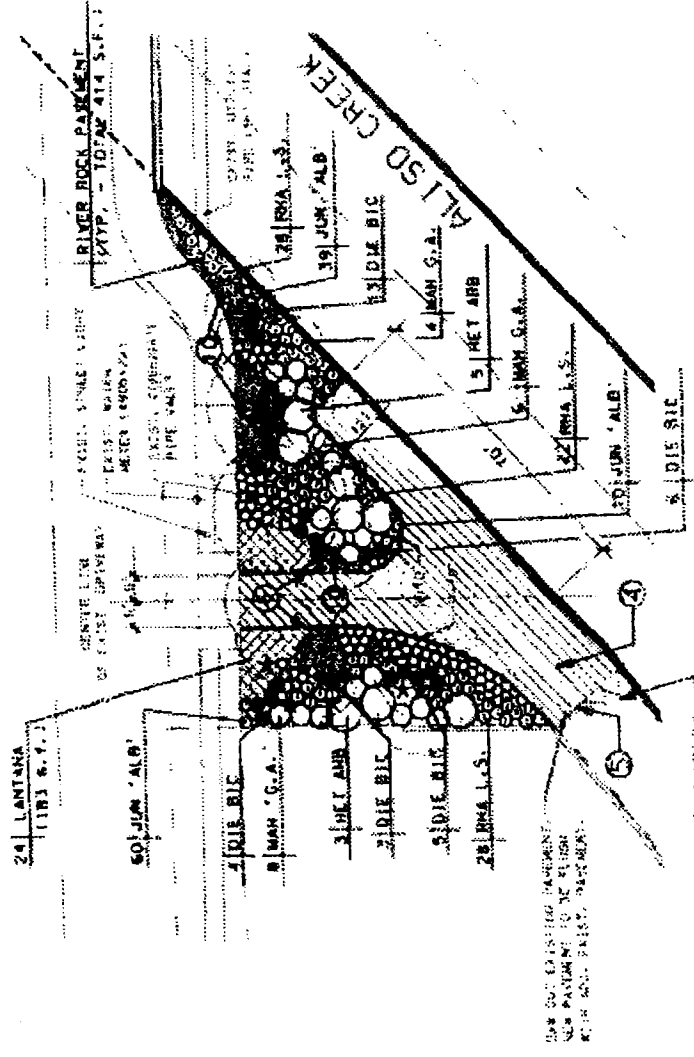
FLOOD CONTROL FACILITIES  
 LANDSCAPE IMPROVEMENTS  
 WEST AREA

SITE NO. 2  
 IRRIGATION &  
 PLANTING PLANS

DATE: 06/26/01  
 DRAWN BY: J. J. JENSEN  
 CHECKED BY: J. J. JENSEN  
 PROJECT NO.: 530-H3



WILBUR AVENUE



PLANTING / SITE PLAN

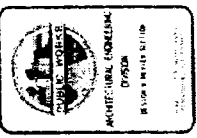
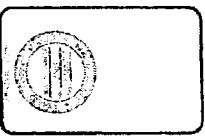
**Site No. 2**  
**Aliso Creek**  
**Wilbur Avenue**  
 TG 530-H3



Site No. 3  
 Aliso Creek  
 At San Fernando Mission  
 TG 501-A2

**PLANTING NOTES:**

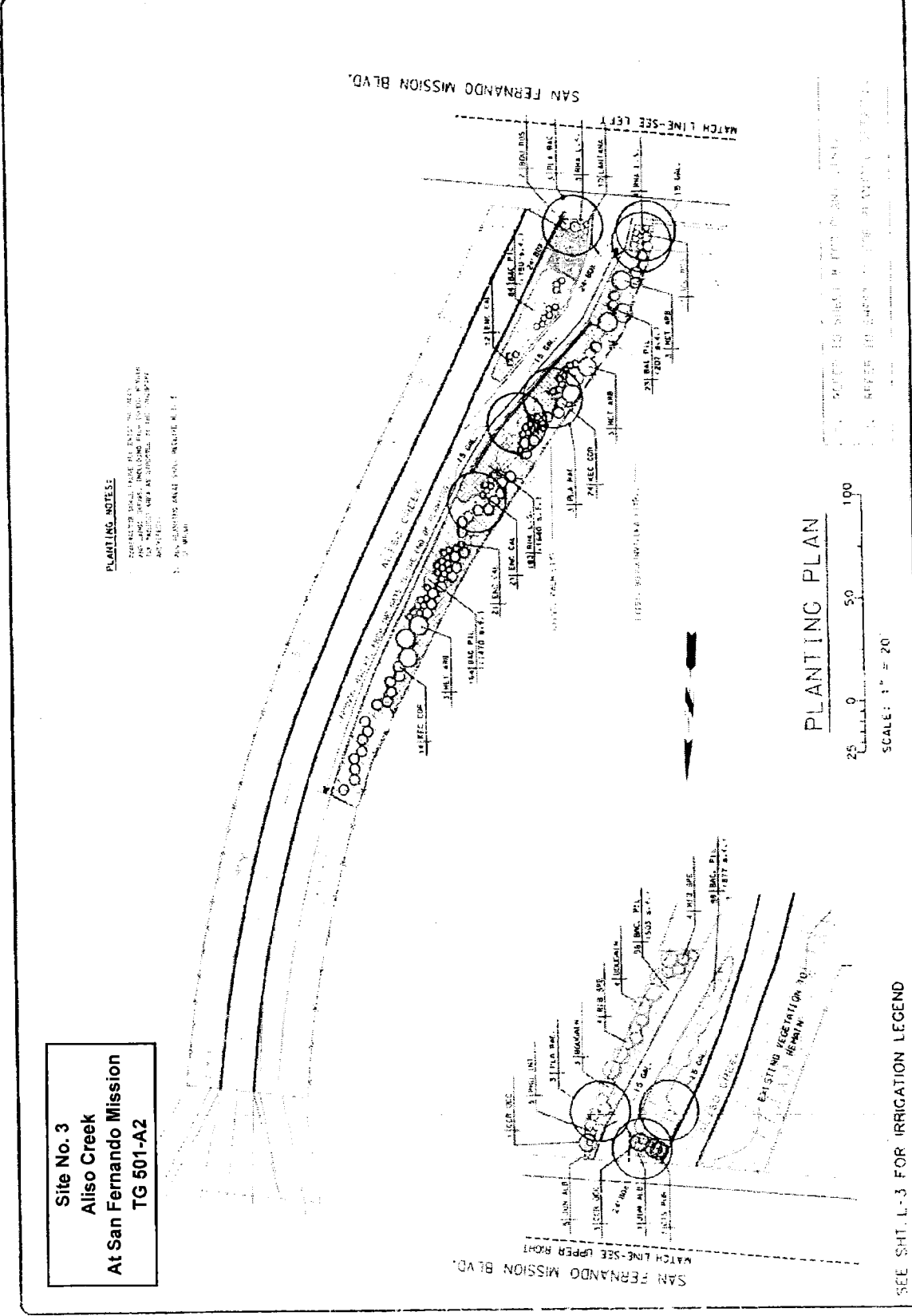
- 1. PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SAN ANTONIO PLANTING SPECIFICATIONS.
- 2. PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SAN ANTONIO PLANTING SPECIFICATIONS.
- 3. PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SAN ANTONIO PLANTING SPECIFICATIONS.



FLOOD CONTROL FACILITIES  
 LANDSCAPE IMPROVEMENTS  
 WEST AREA

SITE NO. 3  
 PLANTING PLAN

6

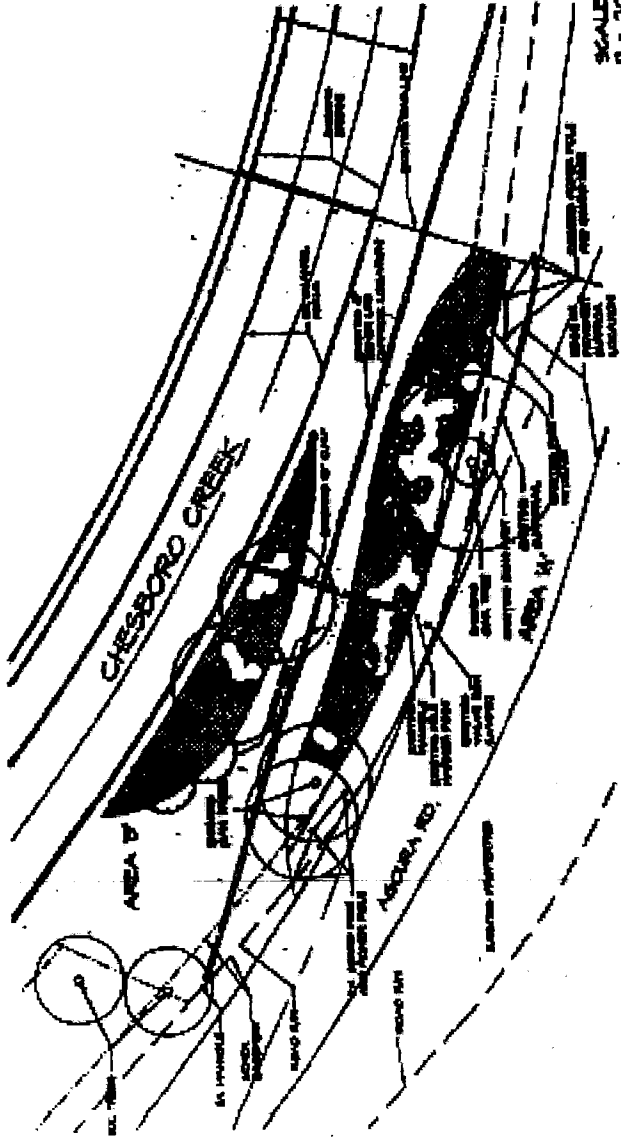


SEE SHT. L-3 FOR IRRIGATION LEGEND



**PLANTING LEGEND**

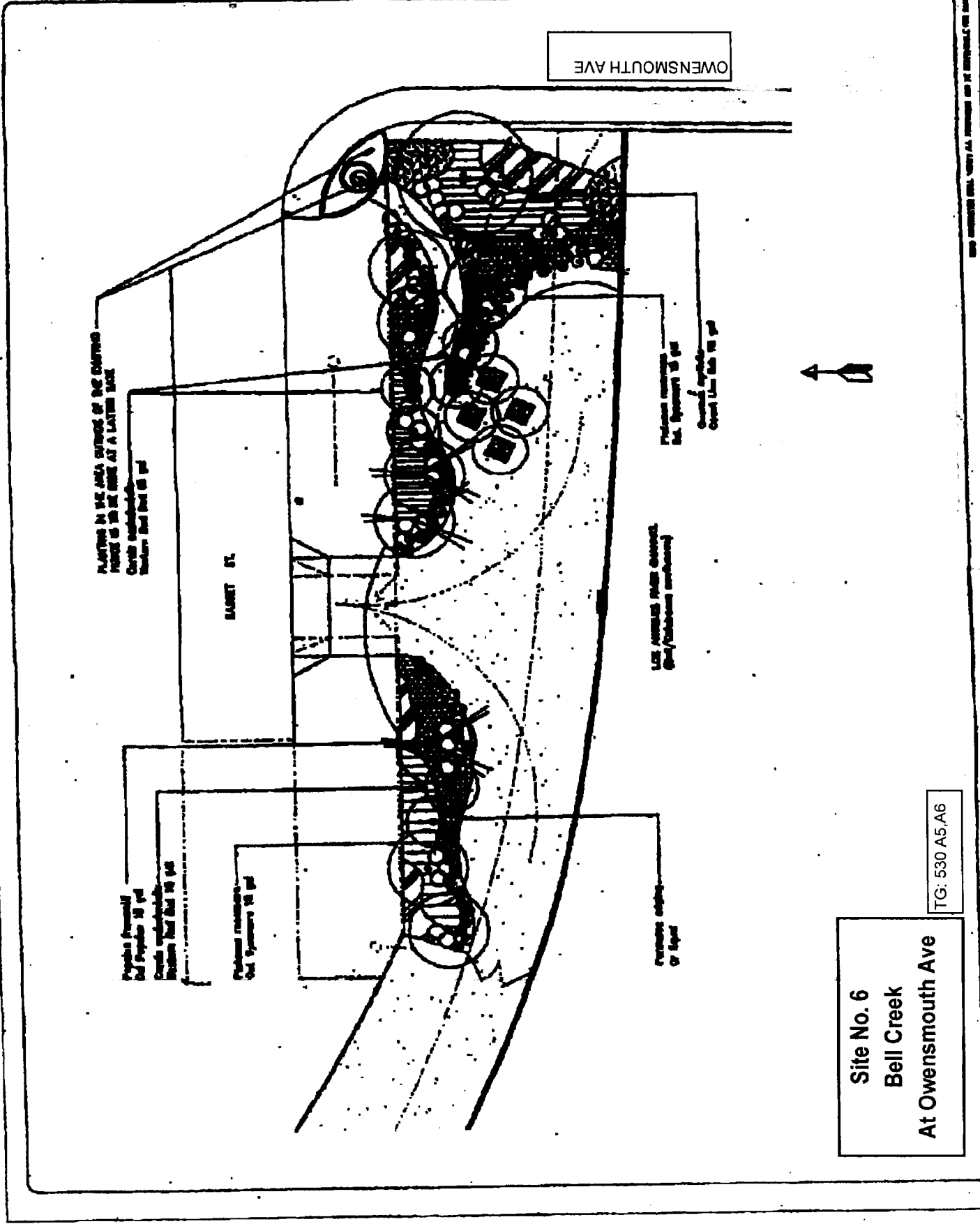
SYMBOL	PLANTING	QUANTITY	AREA
○	PLANTING	AREA 10 (A)	10 A.C.
○	PLANTING	AREA 10 (B)	10 B.C.
○	PLANTING	AREA 10 (C)	10 C.C.
○	PLANTING	AREA 10 (D)	10 D.C.
○	PLANTING	AREA 10 (E)	10 E.C.
○	PLANTING	AREA 10 (F)	10 F.C.
○	PLANTING	AREA 10 (G)	10 G.C.
○	PLANTING	AREA 10 (H)	10 H.C.
○	PLANTING	AREA 10 (I)	10 I.C.
○	PLANTING	AREA 10 (J)	10 J.C.
○	PLANTING	AREA 10 (K)	10 K.C.
○	PLANTING	AREA 10 (L)	10 L.C.
○	PLANTING	AREA 10 (M)	10 M.C.
○	PLANTING	AREA 10 (N)	10 N.C.
○	PLANTING	AREA 10 (O)	10 O.C.
○	PLANTING	AREA 10 (P)	10 P.C.
○	PLANTING	AREA 10 (Q)	10 Q.C.
○	PLANTING	AREA 10 (R)	10 R.C.
○	PLANTING	AREA 10 (S)	10 S.C.
○	PLANTING	AREA 10 (T)	10 T.C.
○	PLANTING	AREA 10 (U)	10 U.C.
○	PLANTING	AREA 10 (V)	10 V.C.
○	PLANTING	AREA 10 (W)	10 W.C.
○	PLANTING	AREA 10 (X)	10 X.C.
○	PLANTING	AREA 10 (Y)	10 Y.C.
○	PLANTING	AREA 10 (Z)	10 Z.C.



Site No. 5  
Chesboro Creek  
Agoura Hills

TG 558-B6

<p>DATE: 10/1/80</p> <p>BY: [Signature]</p>	<p>PROJECT NAME: [Blank]</p>	<p>PLANTING PLAN</p>	<p>SCALE: 1" = 10'</p>	<p>PROJECT NO. 530 A5, A6</p>
---	------------------------------	----------------------	------------------------	-------------------------------



Site No. 6  
 Bell Creek  
 At Owensmouth Ave

TC: 530 A5, A6

PROJECT NAME: LOS ANGELES RIVER ERNIE'S WALK LANDSCAPING PLAN (FROM KESTER TO CEDROS)

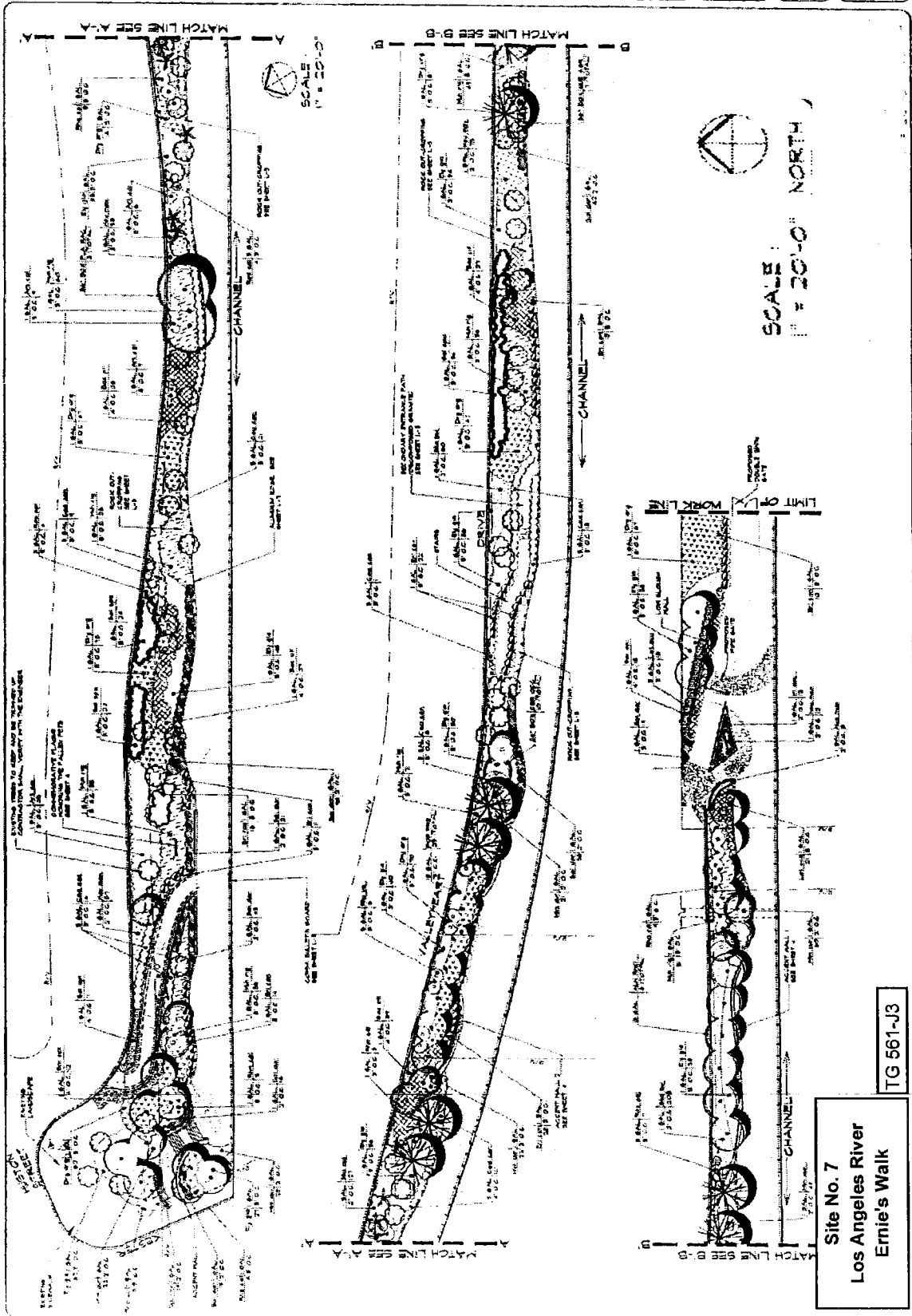
ARCHITECTURAL ENGINEERING: [Seal]

PLANTING PLAN: [Seal]

SCALE: 1" = 20'-0" NORTH

DATE: 1-10

PROJECT NO: TG 561-J3



Site No. 7  
 Los Angeles River  
 Ernie's Walk  
 TG 561-J3

APPROVED  
THE DIRECTOR OF PUBLIC WORKS  
CITY OF LOS ANGELES  
PROJECT: LAUREL CANYON GREENWAY  
SHEET: L-15  
DATE: 02-20-01

LAUREL CANYON GREENWAY  
LANDSCAPING PLAN  
MAYOR AVE

ARCHITECTURAL ENGINEERING  
DIVISION  
SEAL & EXPIRE DATE  
MAY 2, 1997  
MAY 2, 2001

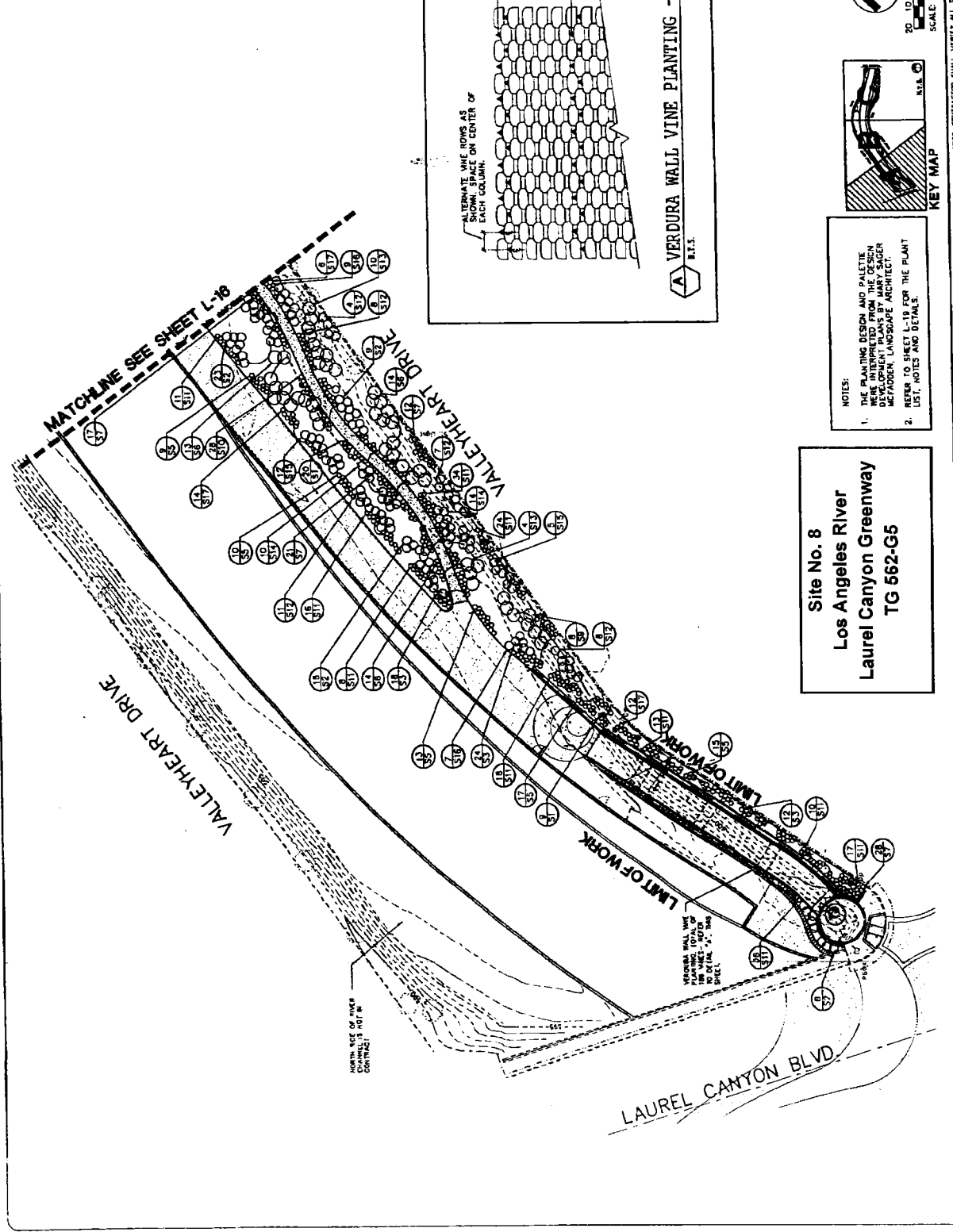
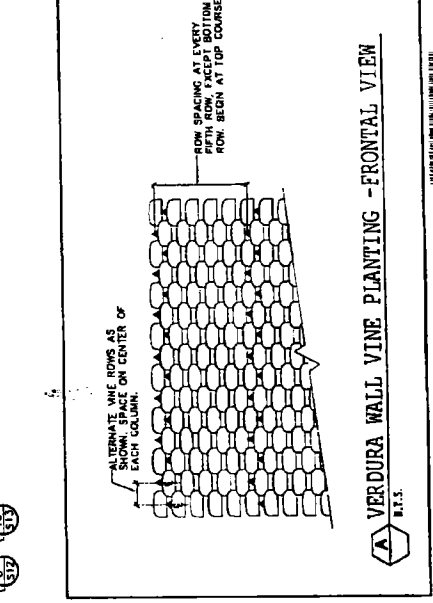
LAUREL CANYON GREENWAY  
LANDSCAPING PLAN  
MAYOR AVE

VINE AND SHRUB PLANTING PLAN

L-15  
34  
02-20-01

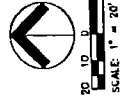
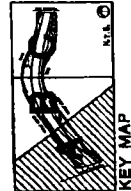
**LEGEND**

PROPOSED SITE ASSEMBLY	CONCRETE PAVEMENT	PROPOSED QUANTITY
ROOT CONTROL BARRIER	EXISTING SITE ASSEMBLY	EXISTING QUANTITY
BRUSH BANK	POWDER PUFF	EXISTING TREE
GRASS	UTILITY BOX	EXISTING TRAIL
TRAIL	EXISTING CONTAINMENT LANE	EXISTING CONTAINMENT LANE
EXISTING LANE	EXISTING TRAIL	EXISTING TRAIL
EXISTING TRAIL	EXISTING TRAIL	EXISTING TRAIL



Site No. 8  
Los Angeles River  
Laurel Canyon Greenway  
TG 562-G5

NOTES:  
1. THE PLANTING DESIGN AND PALETTE ARE TAKEN FROM THE DESIGN DEVELOPMENT PLANS BY MARY SAGER McFADDEN, LANDSCAPE ARCHITECT.  
2. REFER TO SHEET L-19 FOR THE PLANT LIST, NOTES AND DETAILS.



NOTE: CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND BE RESPONSIBLE FOR SAME.

APPROVED FOR DIRECTOR OF PLANNING  
 DATE: 02-18-08  
 PROJECT: LAUREL CANYON GREENWAY  
 SHEET: L-14



ARCHITECTURAL CONSULTING DIVISION  
 MARK S. SAGER ARCHITECT  
 400 S. FERNWOOD AVE  
 LOS ANGELES, CA 90008

LOS ANGELES RIVER  
 LANDSCAPING PLAN  
 LAUREL CANYON GREENWAY  
 MCDONALD'S

TREE PLANTING PLAN

DATE	02-18-08
BY	LEONARDO
CHECKED BY	JIN

L-14  
 OF 34  
 02-20201

**LEGEND**

**PROPOSED SITE AMBITIES**

- CONCRETE PAVED
- UNPAVED GRASS
- EXISTING SITE AMBITIES

**EXISTING SITE AMBITIES**

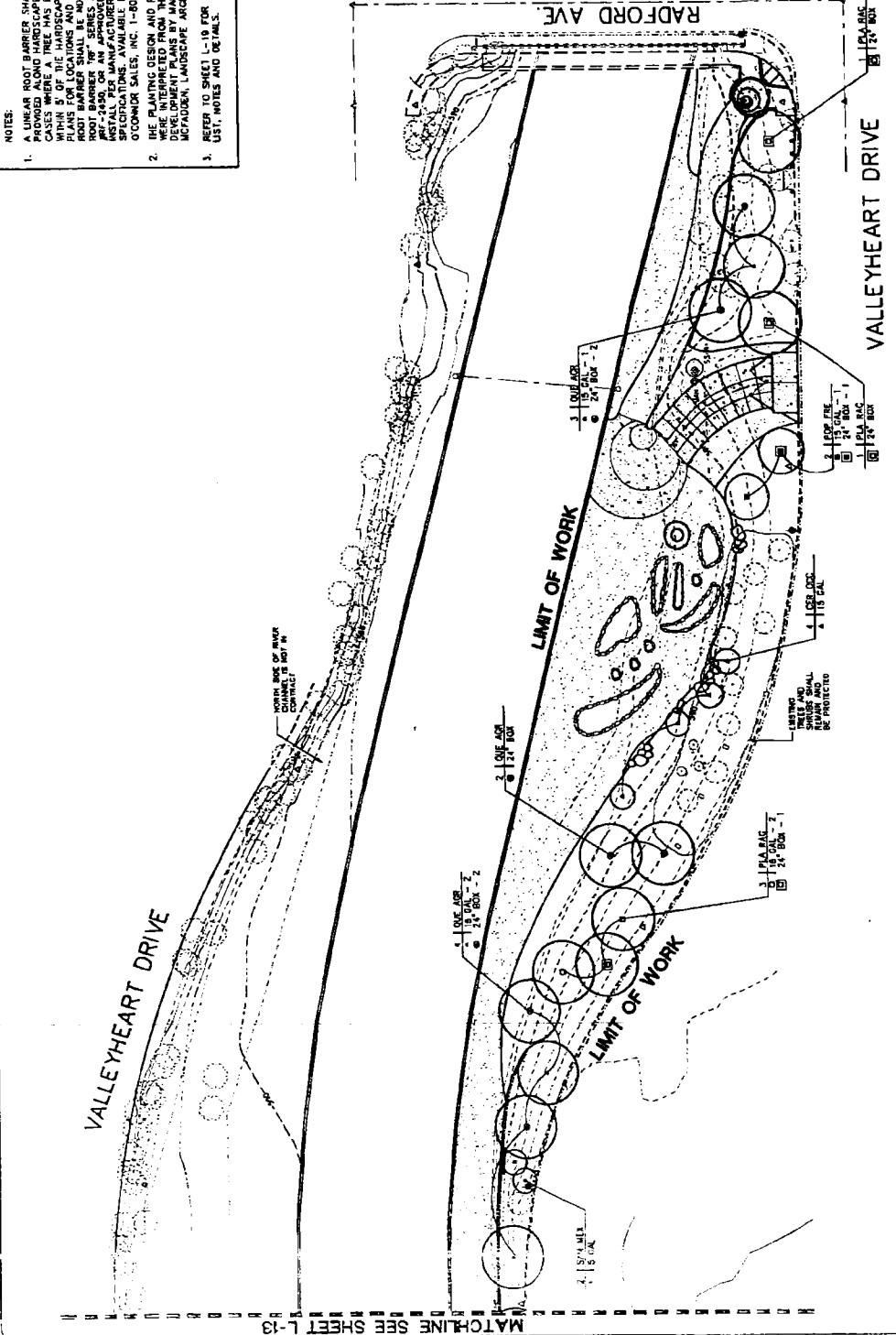
- EXISTING DRIVE
- EXISTING SIDEWALK
- EXISTING CURB
- EXISTING UTILITY
- EXISTING TREE

**PROPOSED SITE AMBITIES**

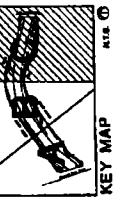
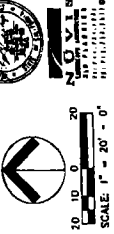
- NEW DRIVE
- NEW SIDEWALK
- NEW CURB
- NEW UTILITY
- NEW TREE

**NOTES:**

- A LINEAR ROOT BARRIER SHALL BE PROVIDED ALONG HARDSCAPE EDGES PLANTED WITH TREES AND SHRUBS. REFER TO PLANS FOR LOCATIONS AND LENGTH. ROOT BARRIER SHALL BE 1/2" MINIMUM DEPTH AND 1/2" MINIMUM WIDTH. INSTALL PER MANUFACTURER DETAILS AND SPECIFICATIONS. SEE MCDONALD'S 1-800-728-1884.
- SEE PLANTING DESIGN AND PALETTE DEVELOPMENT PLANS BY MARK SAGER ARCHITECT, LANDSCAPE ARCHITECT.
- REFER TO SHEET L-13 FOR THE PLANT LIST, NOTES AND DETAILS.



Site No. 8  
 Los Angeles River  
 Laurel Canyon Greenway  
 TG 562-G5



WITH CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND BE RESPONSIBLE FOR SAME



ARCHITECTURAL  
ENGINEERING  
DIVISION  
DESIGN & REVIEW SECTION  
100 S. FULTON AVE  
FULTON, CA 91601

PROJECT NO.	562-D5
DATE	10/18/07
PROJECT NAME	LOS ANGELES RIVER NORTH VALLEYHEART RIVERWALK LANDSCAPE IMPROVEMENTS
PROJECT LOCATION	LOS ANGELES COUNTY NORTH VALLEYHEART RIVERWALK LANDSCAPE IMPROVEMENTS
PROJECT SHEET	PLANTING PLAN
SCALE	AS SHOWN

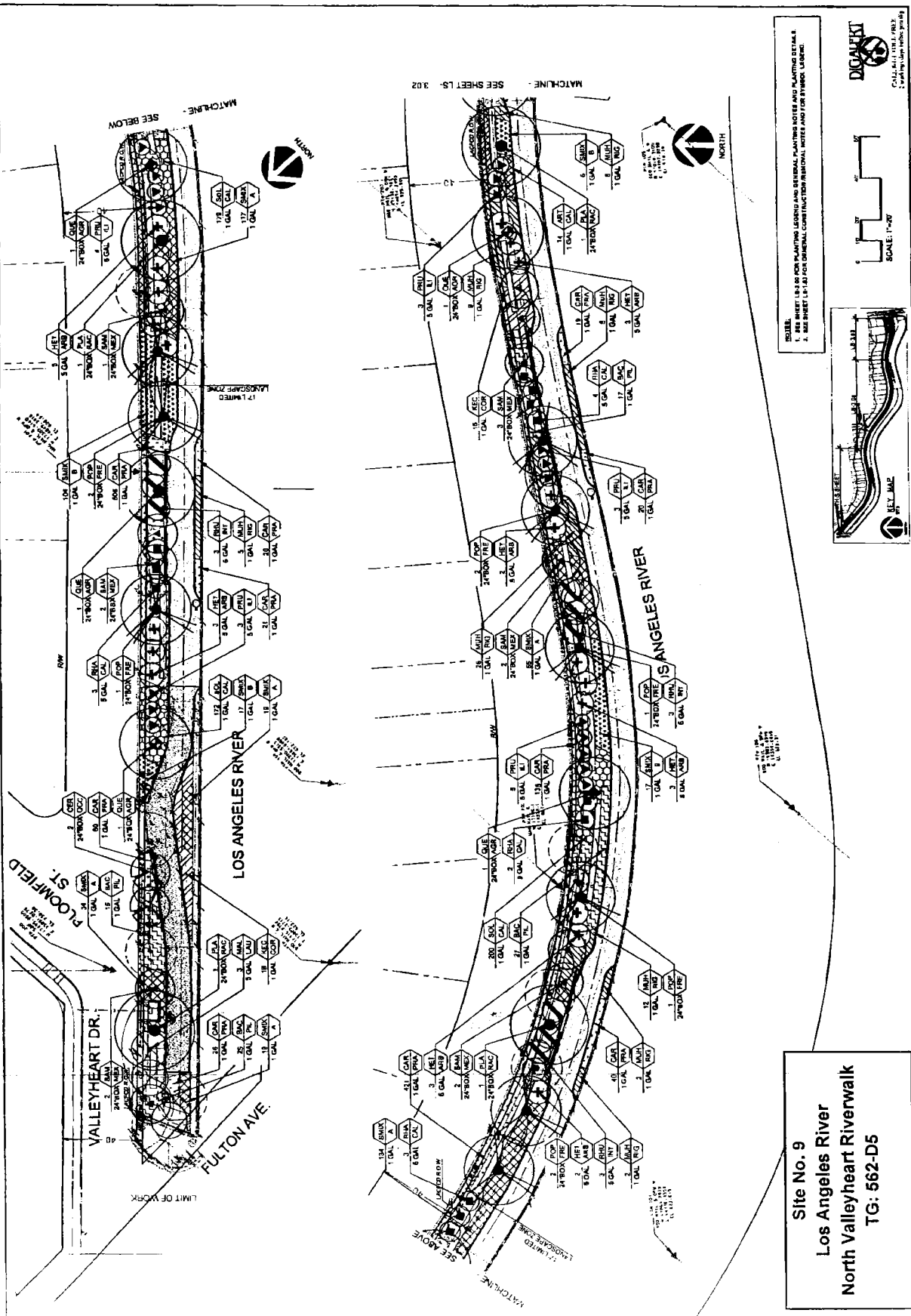


LOS ANGELES COUNTY  
NORTH VALLEYHEART RIVERWALK  
LANDSCAPE IMPROVEMENTS  
Made in CA 91601

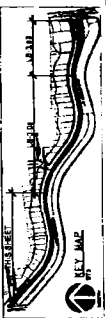
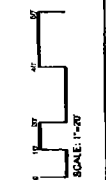
PLANTING  
PLAN

DESIGNER	10/18/07
DATE	10/18/07
PROJECT NO.	562-D5
PROJECT NAME	LOS ANGELES RIVER NORTH VALLEYHEART RIVERWALK LANDSCAPE IMPROVEMENTS
PROJECT LOCATION	LOS ANGELES COUNTY NORTH VALLEYHEART RIVERWALK LANDSCAPE IMPROVEMENTS
PROJECT SHEET	PLANTING PLAN
SCALE	AS SHOWN

LS - 3.01  
18 OF 21



NOTE:  
1. SEE SHEET LS-3.02 FOR PLANTING LEGEND AND GENERAL PLANTING NOTES AND PLANTING DETAILS.  
2. SEE SHEET LS-1.03 FOR GENERAL CONSTRUCTION NOTES AND FOR SYMBOL LABELS.



Site No. 9  
Los Angeles River  
North Valleyheart Riverwalk  
TG: 562-D5

NOTE: CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND BE RESPONSIBLE FOR SAME.





ARCHITECTURAL ENGINEERING DIVISION  
REGION 2 REVIEW SECTION  
119 S. BRIMLEY AVE  
SUNLAND, CA 91762

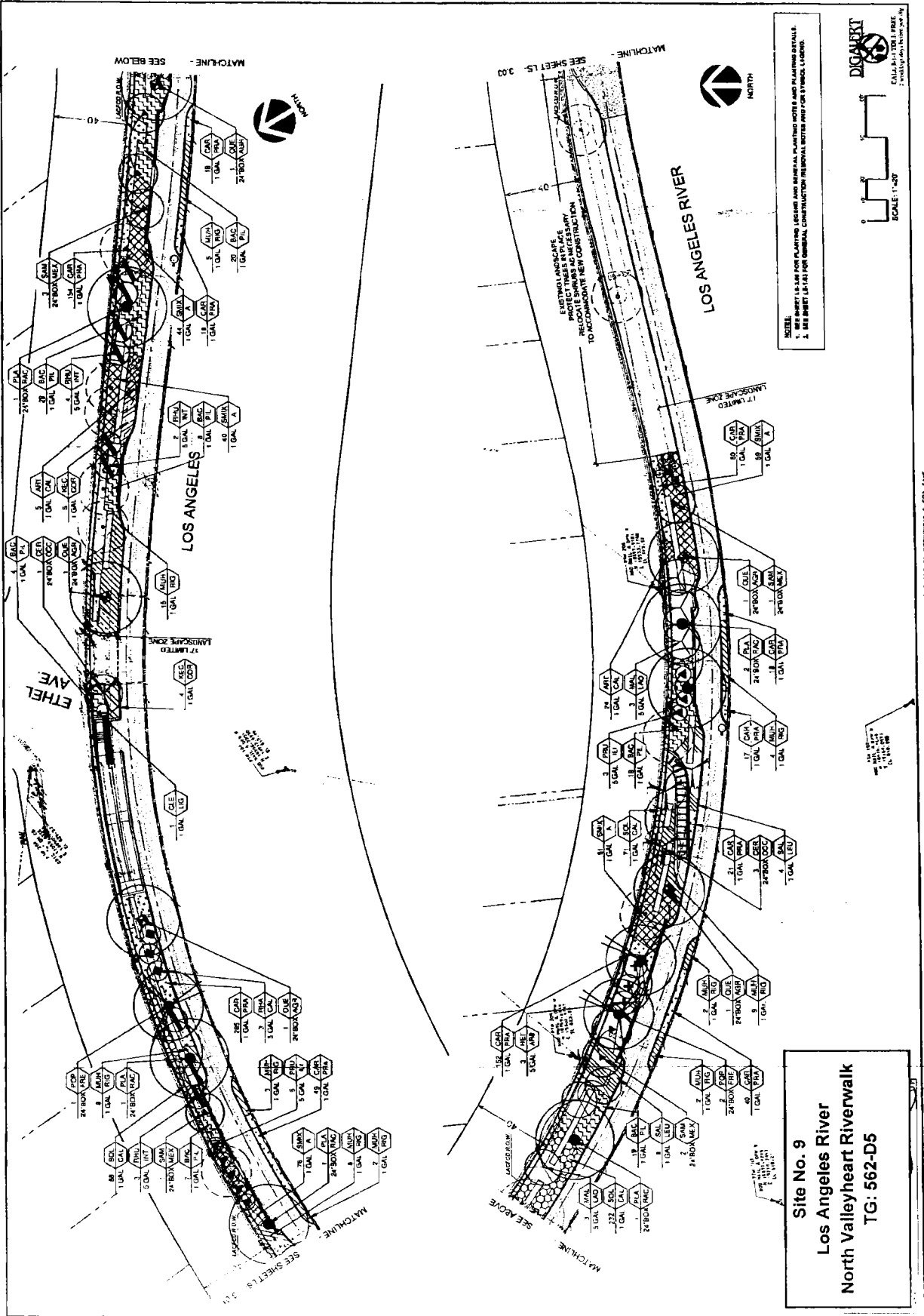
PROJECT NO.	562-D5
DATE	12/22/2011
DRAWN BY	...
CHECKED BY	...
APPROVED BY	...
SCALE	AS SHOWN
SHEET NO.	11 OF 31



LOS ANGELES COUNTY  
LANDSCAPE IMPROVEMENTS  
NORTH VALLEYHEART RIVERWALK  
LOS ANGELES, CALIFORNIA

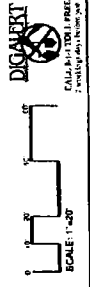
DATE	12/22/2011
SCALE	AS SHOWN
PROJECT NO.	562-D5
SHEET NO.	11 OF 31
PROJECT NAME	LOS ANGELES RIVER
LOCATION	NORTH VALLEYHEART RIVERWALK
DATE	12/22/2011

LS - 3.02  
20.05.21

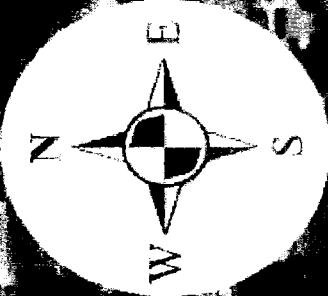


Site No. 9  
Los Angeles River  
North Valleyheart Riverwalk  
TG: 562-D5

NOTE: CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND BE RESPONSIBLE FOR SAME.

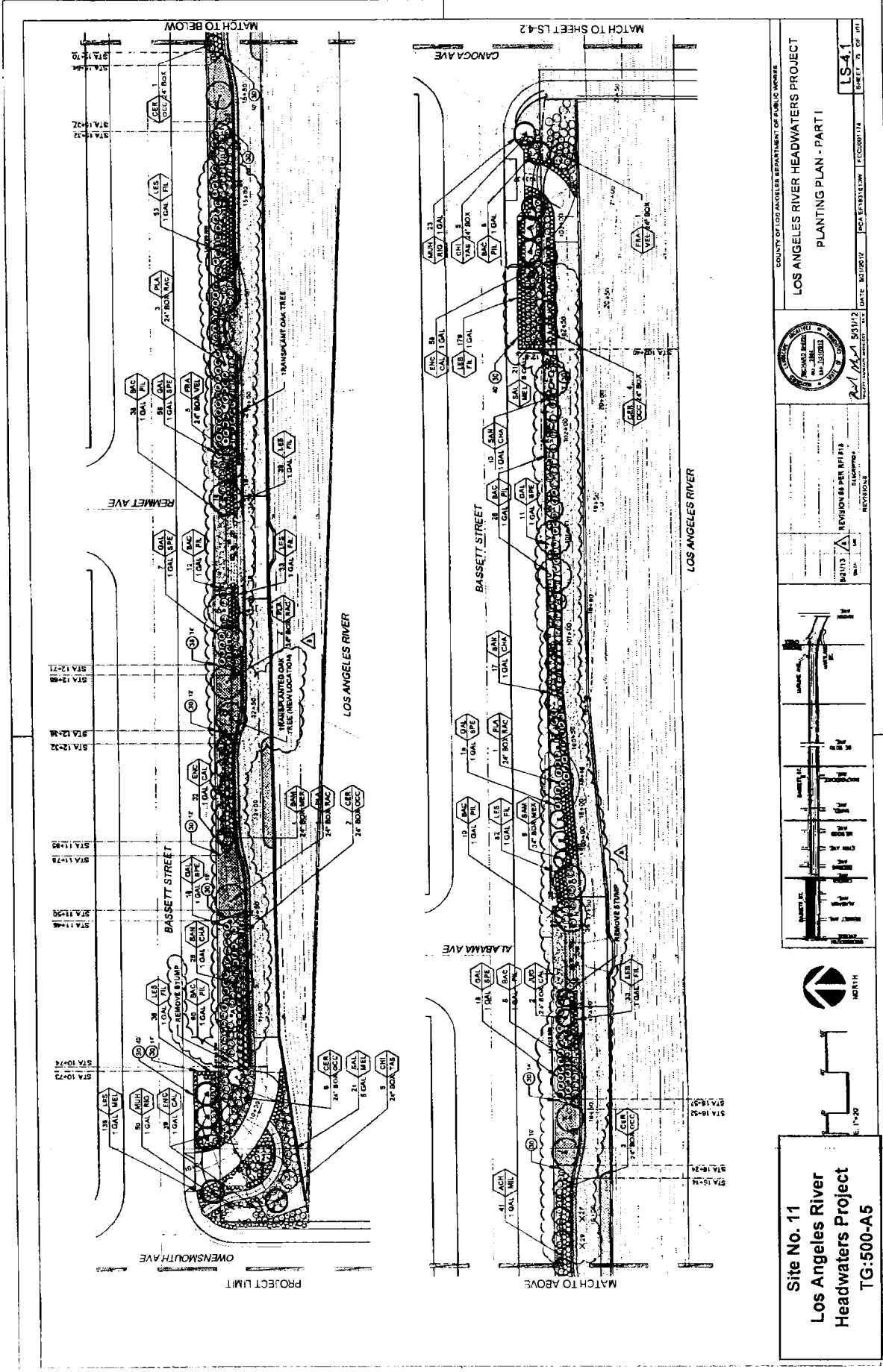



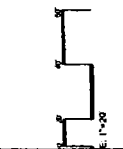

DISABERT  
CALS 916.170.1111  
www.disabert.com

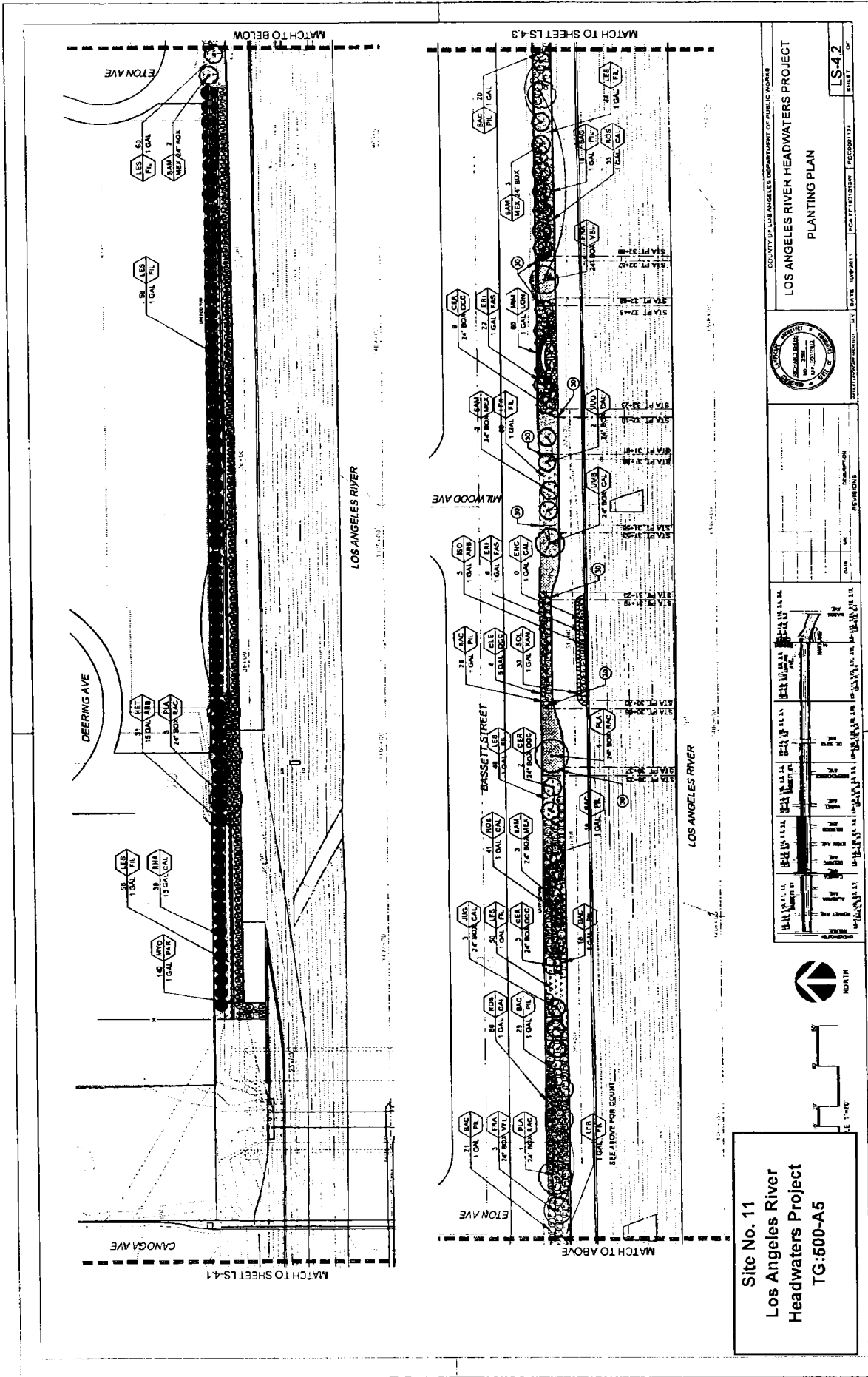


Site No. 10  
 Los Angeles River  
 Right bank from Coldwater  
 TG 562 E5

Lat:   
 Lon:   
 >



<p><b>Site No. 11</b> <b>Los Angeles River</b> <b>Headwaters Project</b> <b>TG:500-A5</b></p>				COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS <b>LOS ANGELES RIVER HEADWATERS PROJECT</b> <b>PLANTING PLAN - PART I</b>	
				DATE: 03/11/12 REVISIONS PER A/P: 12 SHEET NO. OF TOTAL SHEETS: 25 OF 25	PROJECT NO.: 123456789 DRAWING NO.: 123456789
				<b>LS-4.1</b>	DATE: 03/11/12

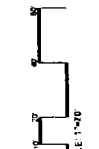
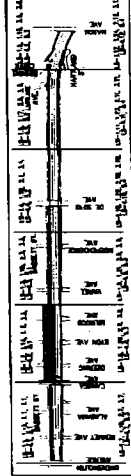


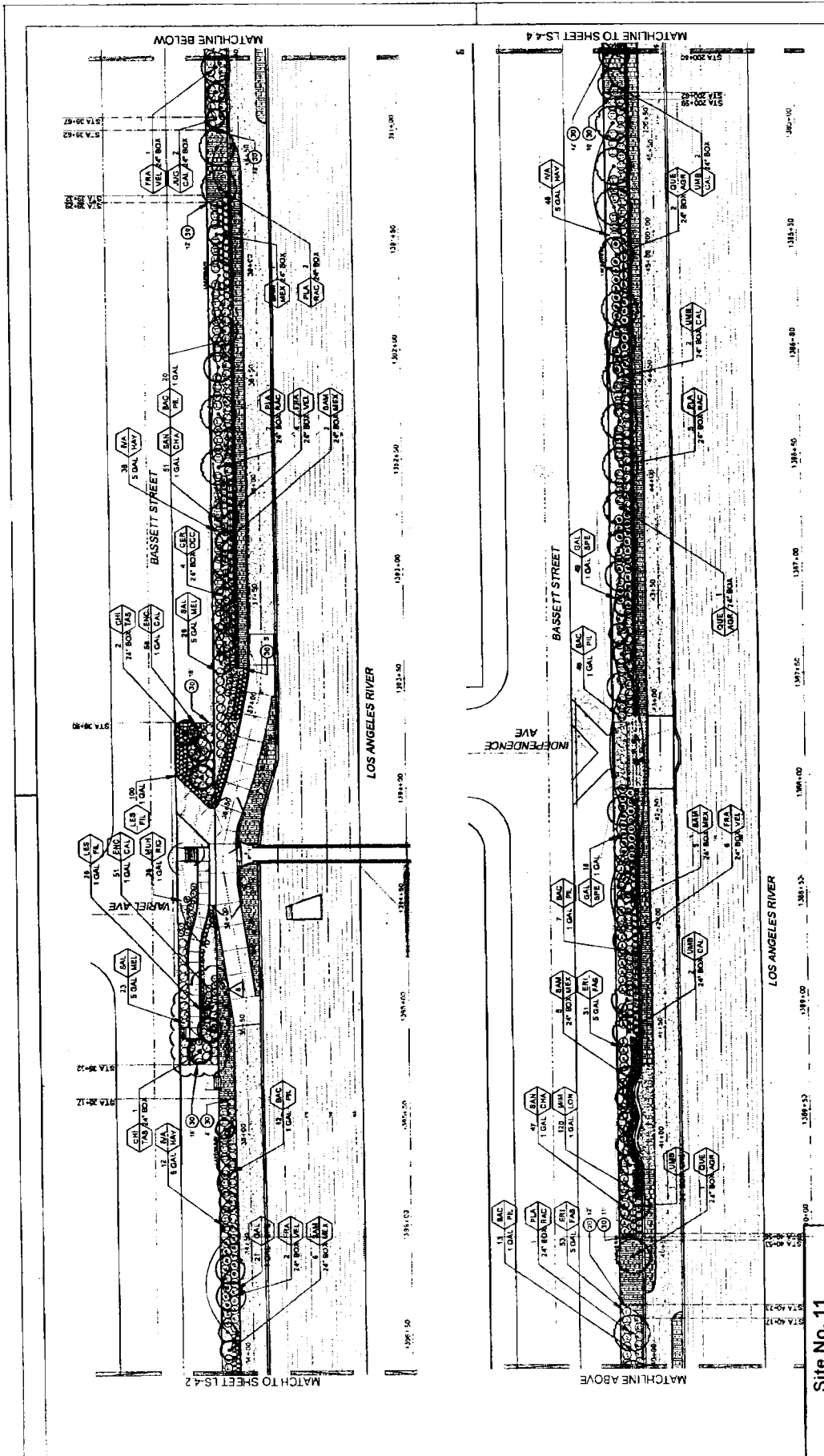
Site No. 11  
 Los Angeles River  
 Headwaters Project  
 TG:500-A5

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS  
 LOS ANGELES RIVER HEADWATERS PROJECT  
 PLANTING PLAN  
 DATE: 10/20/11  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 PROJECT NO.: [Number]  
 SHEET NO.: LS-4.2



NO.	DATE	BY	REVISIONS





**Site No. 11**  
**Los Angeles River**  
**Headwaters Project**  
**TG:500-A5**

LOS ANGELES RIVER HEADWATERS PROJECT  
 PLANTING PLAN - PART I

REVISIONS PER RFI'S

DATE: 8/11/12

PROJECT NO. 50112

PROJECT NAME: LOS ANGELES RIVER HEADWATERS PROJECT

PROJECT LOCATION: LOS ANGELES, CALIFORNIA

PROJECT NUMBER: 50112

PROJECT DATE: 8/11/12

PROJECT NAME: LOS ANGELES RIVER HEADWATERS PROJECT

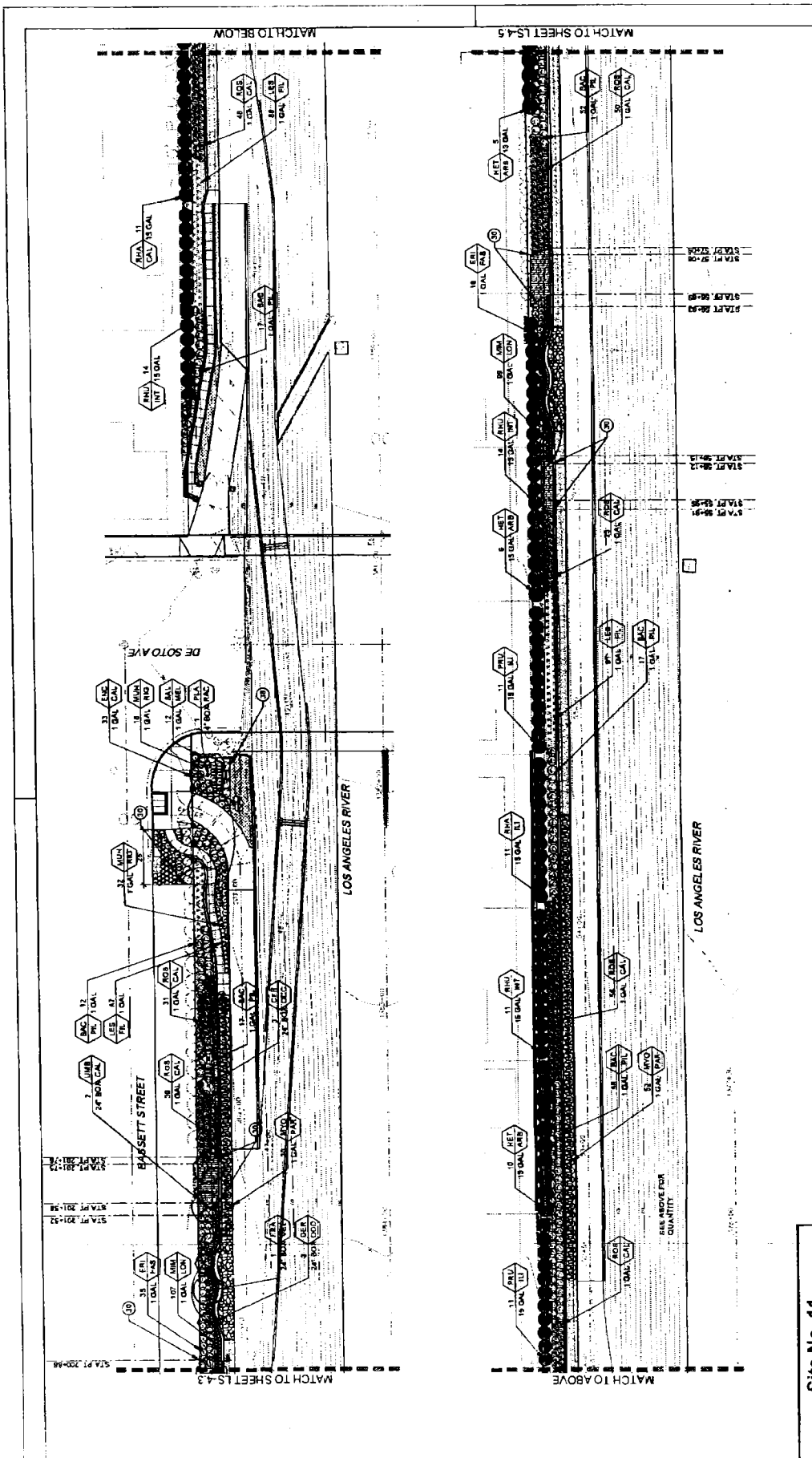
PROJECT LOCATION: LOS ANGELES, CALIFORNIA

PROJECT NUMBER: 50112

PROJECT DATE: 8/11/12

Matchline to Sheet LS-4.2

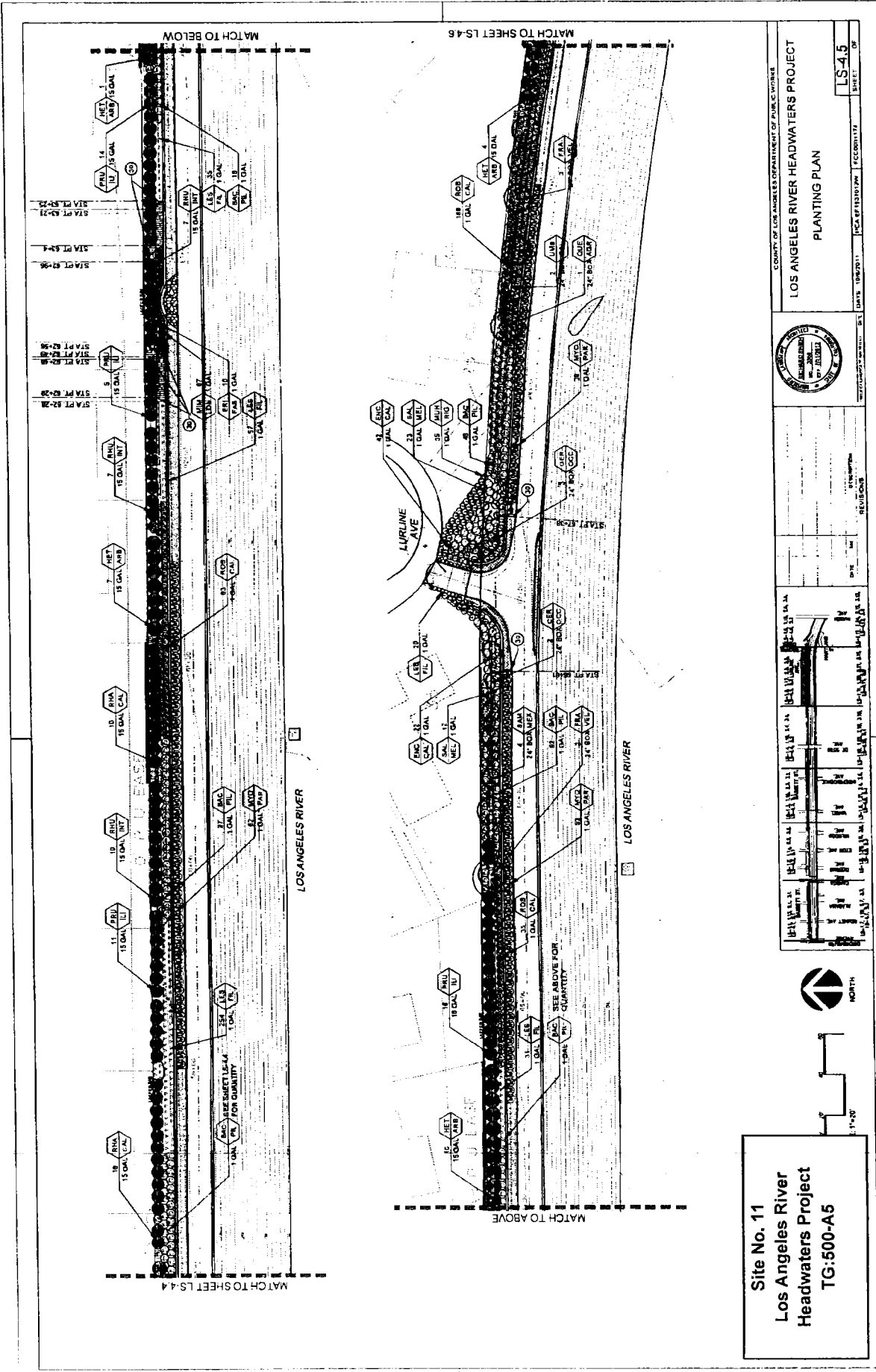
Matchline to Sheet LS-4.4



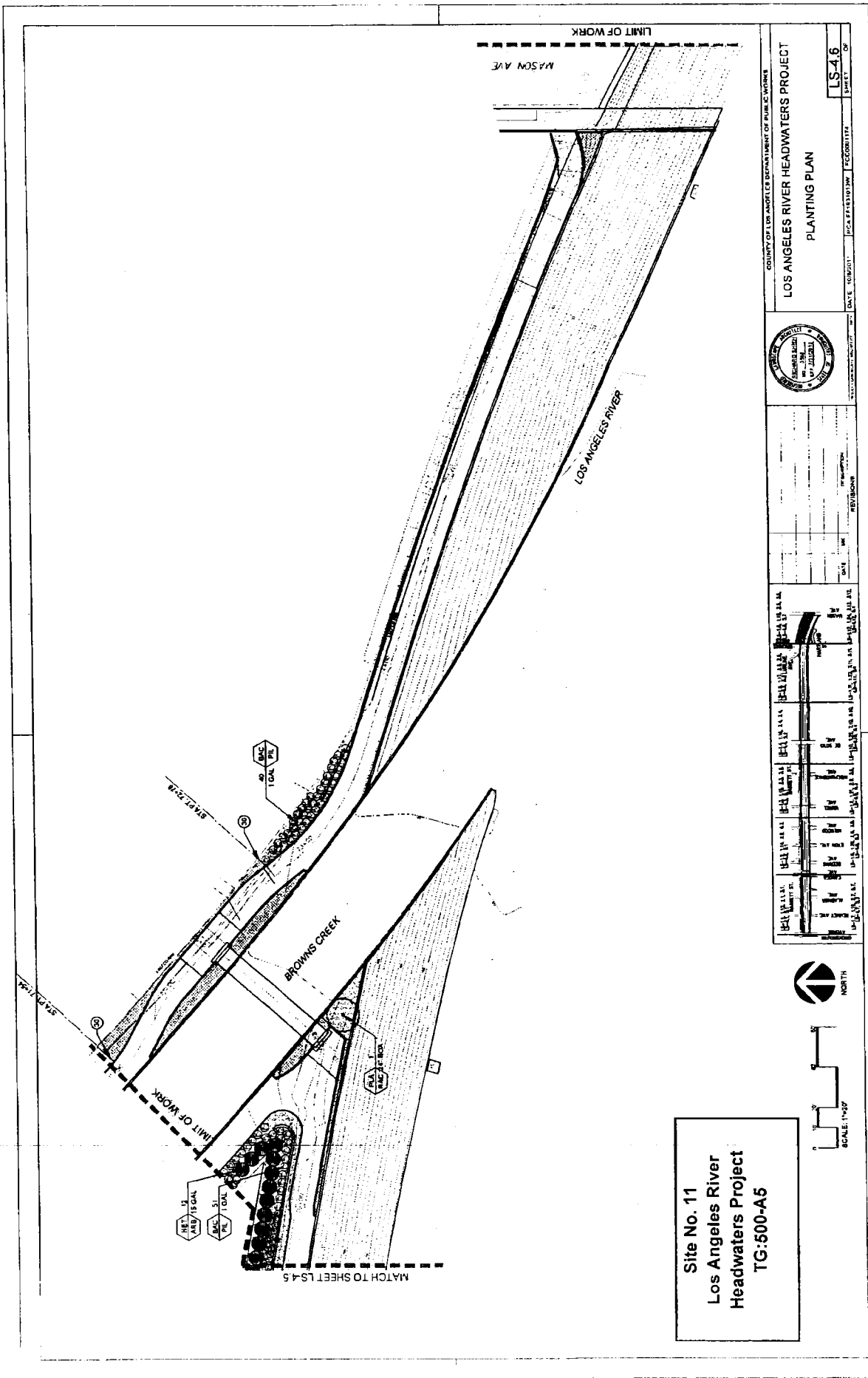
Site No. 11  
 Los Angeles River  
 Headwaters Project  
 TG:500-A5



COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS  
 LOS ANGELES RIVER HEADWATERS PROJECT  
 PLANTING PLAN  
 DATE: 08/18/17  
 PROJECT NUMBER: 150000112  
 SHEET: 11  
 TOTAL SHEETS: 17



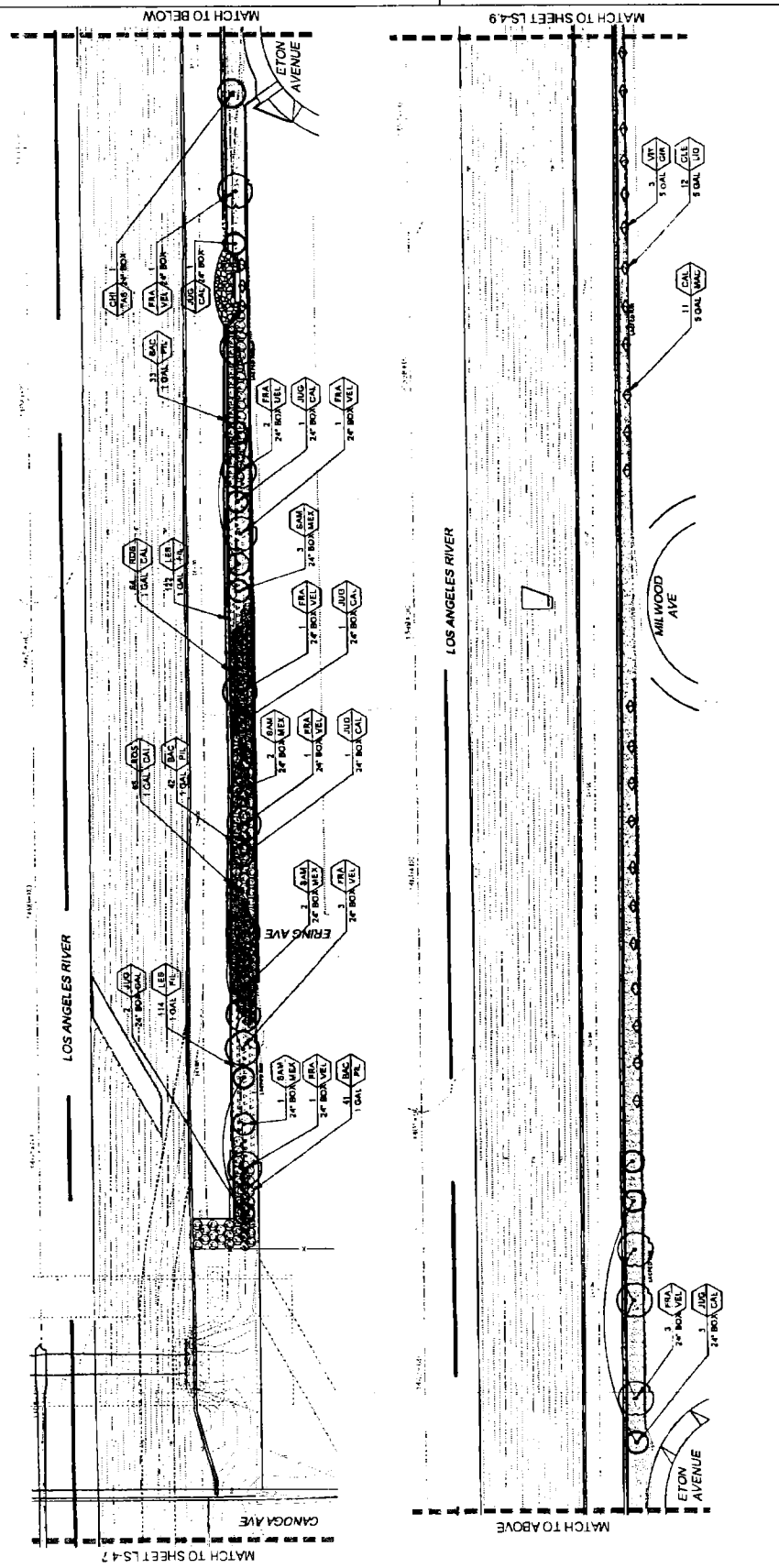
Site No. 11  
 Los Angeles River  
 Headwaters Project  
 TG:500-A5




Site No. 11  
 Los Angeles River  
 Headwaters Project  
 TG:500-A5

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS <b>LOS ANGELES RIVER HEADWATERS PROJECT</b> <b>PLANTING PLAN</b>		DATE: 10/20/11 TIME: 10:00 AM DRAWN BY: J. B. [unreadable] CHECKED BY: J. B. [unreadable] REVISIONS:	SHEET NO. <b>LS-46</b> TOTAL SHEETS: 46
		DATE: 10/20/11 TIME: 10:00 AM DRAWN BY: J. B. [unreadable] CHECKED BY: J. B. [unreadable] REVISIONS:	SHEET NO. <b>LS-46</b> TOTAL SHEETS: 46
MATCH TO SHEET LS-45		MATCH TO SHEET LS-47	






**Site No. 11**  
**Los Angeles River**  
**Headwaters Project**  
**TG:500-A5**

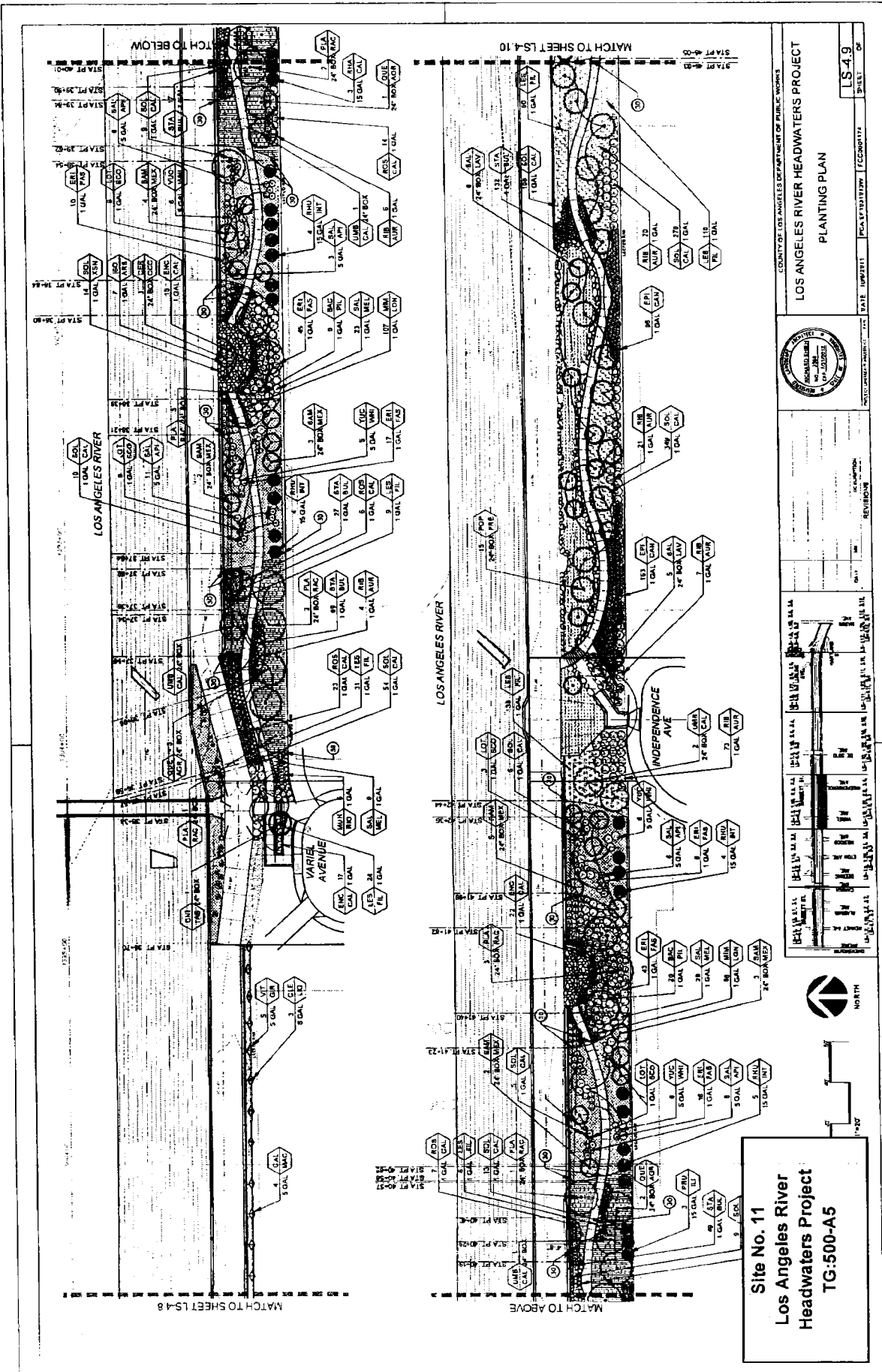


NORTH



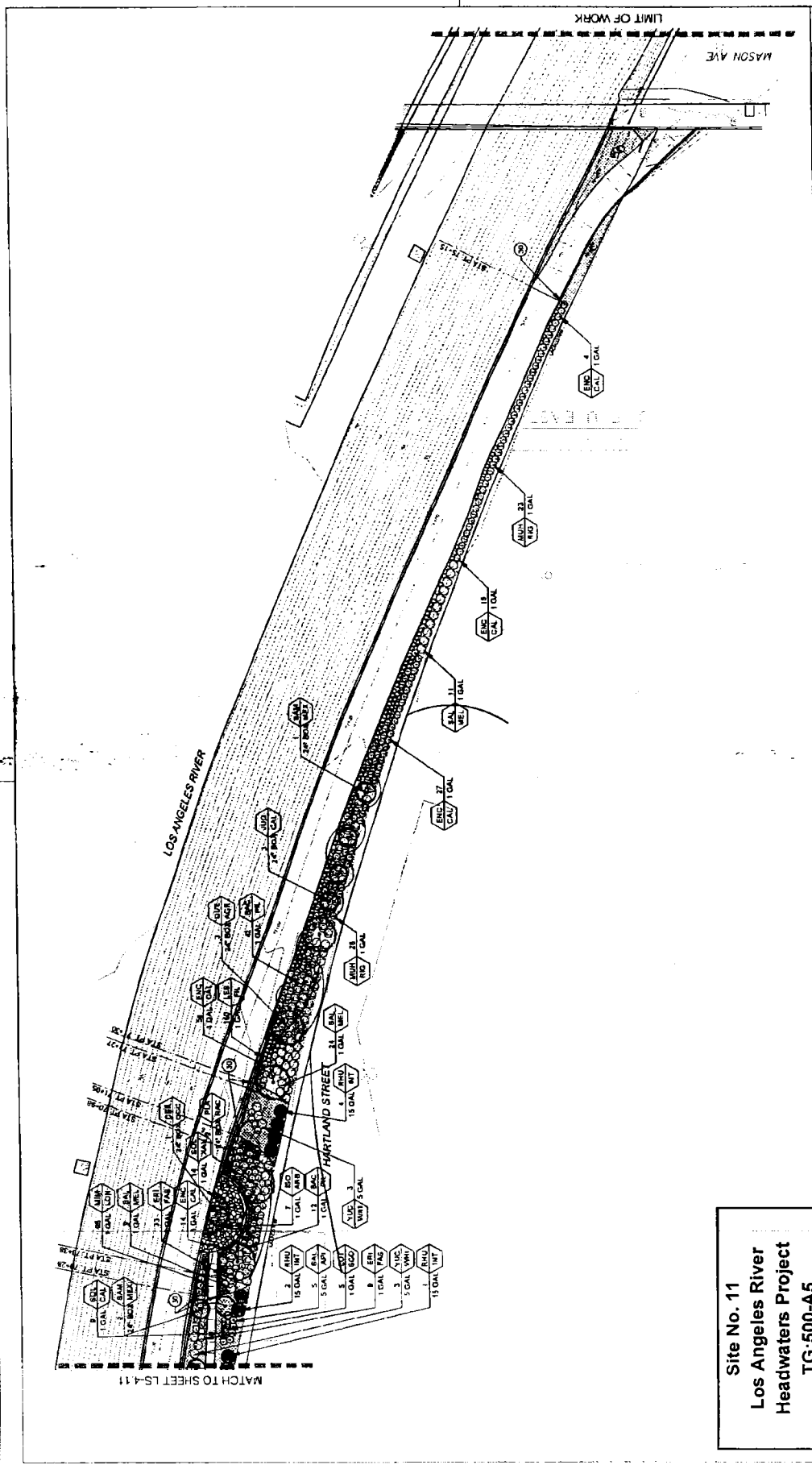
COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS  
**LOS ANGELES RIVER HEADWATERS PROJECT**  
**PLANTING PLAN**

DATE: 10/20/11  
 SHEET NO. **LS-48** OF \_\_\_\_\_







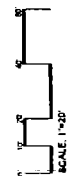
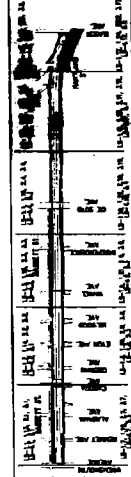


Site No. 11  
 Los Angeles River  
 Headwaters Project  
 TG:500-A5

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS  
 LOS ANGELES RIVER HEADWATERS PROJECT  
 PLANTING PLAN

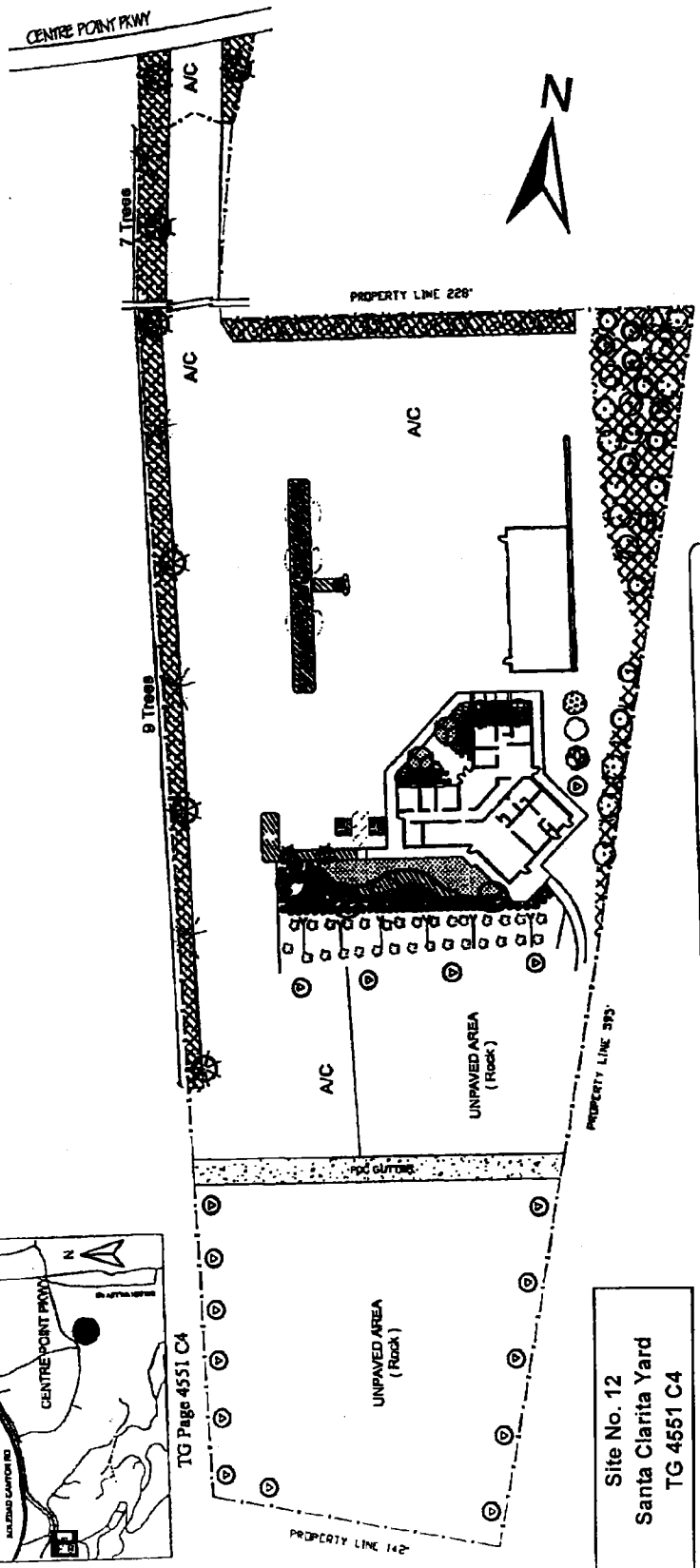
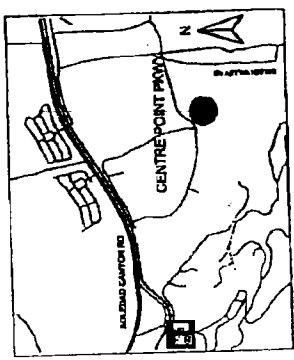


NO.	DATE	REVISIONS



LS-4.12  
 SHEET 14



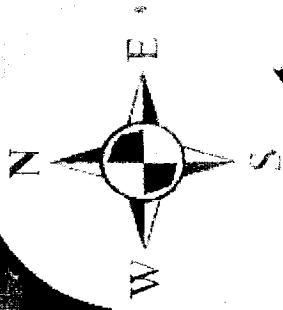


Site No. 12  
 Santa Clara Yard  
 TG 4551 C4

**LEGEND**

	5g - Quercus agrifolia - Oak - #14	1g - Pterocarpus L. Whalenii Duf. - Dwarf Pterocarpum
	15g - Salix mollis - California Paper - # 18/20	5g - Abies p. 'Eld Gouher' - Glossy Abies
	15g - Salix mollis - California Paper - # 18/20	5g - Dodonaea v. 'Purpurea' - Hop Bush
	15g - Pistacia resinosa - #3	5g - Ligularia japonica - Ligularia
5g - Pinus edulis - Afghan Pine - #14		1g - Rhyphidopsis indica 'Clare' - White Indian Hemlock
15g - Eucalyptus nitens (on) - Red Ironbark - #4		1g - Hamamelis 'Stella de Oro' - Daphn
15g - Fraxinus Raywood - Raywood Ash - #8		1g - Pterocarpus L. 'Virens' - Virens Pterocarpum
2 1/2" Box Rebelle Ambigua Purple Rose - Local - #4		Donner - # 20

<b>PREPARED</b>	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS	
5/11		
<b>DATE</b>	10/06/2004	
<b>SCALE</b>	AS SHOWN	
<b>A.S.</b>	SANTA CLARA YARD 21190 Centre Point Parkway Landscaping Plan	



PACCIMA WASH

COVELLO ST

Landscape Site

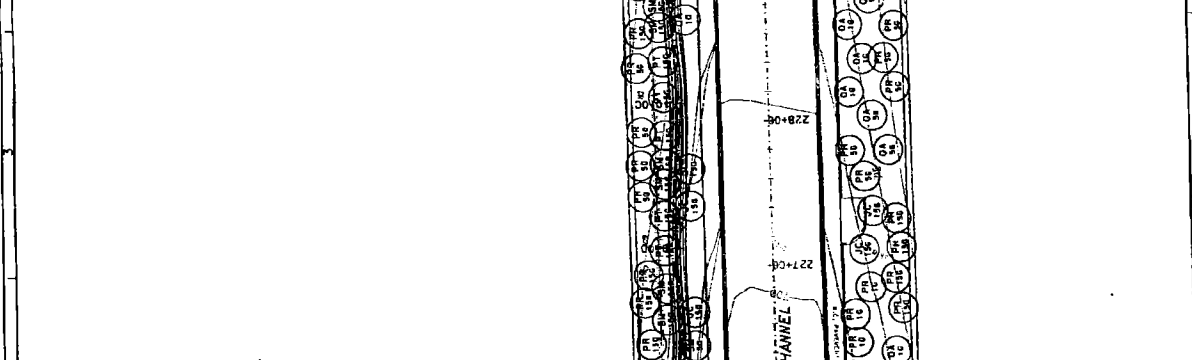
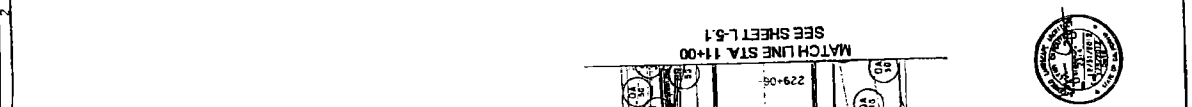
GEORGE WINE

Site No. 13  
Paccima Wash-Unit 5  
at Covello St  
TG 531 J4



PROJECT NO. 425/014	SPEC. NO. 9999-01-208 C08	FILE NAME: TRENCH L-5.0
DATE: 01/10/04	DESIGNER: AUSTIN Y. JUNG, PE	CHECKED BY: JM
DATE: 01/10/04	DESIGNER: LOS ANGELES DISTRICT	CHECKED BY: ES
DATE: 01/10/04	DESIGNER: LOS ANGELES DISTRICT	CHECKED BY: ES
DATE: 01/10/04	DESIGNER: LOS ANGELES DISTRICT	CHECKED BY: ES
DATE: 01/10/04	DESIGNER: LOS ANGELES DISTRICT	CHECKED BY: ES

PLANTING PLAN - TREES  
 STA. 7+00 TO STA 8+00  
 TUNJUNGA WASH - ECOSYSTEM RESTORATION PROJECT  
 LOS ANGELES DISTRICT  
 VANOWEN STREET TO SHERMAN WAY



- PLANTING NOTES:
1. DRAWING IS PARAMETRIC. TREES SHALL BE PLANTED IN ACCORDANCE WITH CONTRACTOR TO VERIFY ALL LOCATIONS AND CONDITIONS ON SITE.
  2. CONTRACTOR TO INSPECT ALL EXISTING CONDITIONS ON SITE AND LOCATE ALL EXISTING UTILITIES BEFORE CONSTRUCTION BEGINS.
  3. CONTRACTOR TO GUARANTEE ALL PLANT MATERIAL FOR ONE (1) FULL YEAR FROM DATE OF ACCEPTANCE BY OWNER. TREES SHALL BE GUARANTEED FOR ONE (1) FULL YEAR.
  4. FINISH GRADE TO BE 3" BELOW ALL WALKS, CURBS, AND PAVING.
  5. ALL PLANTING AREAS WITH LESS THAN 4" L/SLOPE SHALL BE MULCHED WITH 3" OF MULCH AFTER INSTALLATION OF PLANT MATERIAL.
  6. NO TREES SHALL BE WITHIN 17' OF CHANNEL WALLS.
  7. CONTRACTOR MUST FOLLOW MINIMUM SETBACKS FOR ALL PLANTS AS DEFINED IN PALLET LIST AND THE LOS ANGELES IRRIER MASTER PLAN.
  8. MINIMUM PLANTING SETBACK FROM EDGE OF MANNHOLES SHALL BE 4'.

5 VALUE ENGINEERING PAYS  
 SAFETY PAYS

SYM	BOTANICAL NAME COMMON NAME	SHEET QUANTITIES			TOTAL	SETBACK	DETAILS
		24"	15G	5G			
(100)	JUGLANS CALIFORNICA CALIFORNIA WALNUT	1	15	-	16	6	DETAIL L-3 SHEET L-7-D
(101)	PLATANUS RACEMOSA CALIFORNIA Sycamore	4	24	10	34	6	DETAIL L-3 SHEET L-7-D
(102)	POPULUS BALSA-MIFERA SSP. TRICHOCARPA BLACK COTTONWOOD	-	7	-	7	8	DETAIL L-3 SHEET L-7-D
(103)	OLEAUS AGRIFOLIA COAST LIVE OAK	4	12	4	20	8	DETAIL L-3 SHEET L-7-D
(104)	SALIX GOODENI BLACK WILLOW	-	3	-	3	6	DETAIL L-3 SHEET L-7-D
(105)	SAMBUCUS MEXICANA MORINGA ELDBERRY	-	8	3	11	6	DETAIL L-3 SHEET L-7-D
TOTAL:		9	69	17	96		

- NOTES:
1. SEE SHEETS L-6-D TO L-6-J FOR SHRUBS AND GROUNDCOVER LAYOUT.
  2. SEE SHEET L-6-A FOR NATIVE PLANT COMMUNITY PLANT PALETTE.
  3. SEE SHEET L-5-A FOR OVERALL TREE QUANTITIES.
  4. SETBACKS ARE MEASURED FROM EDGE OF PAVEMENT AND BACK OF WALL.

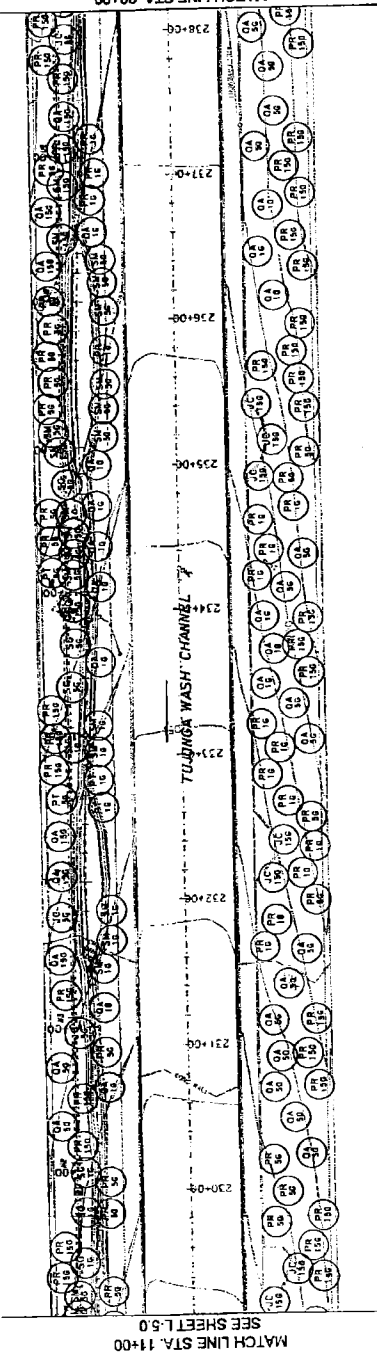
Site No. 14  
 Tujuanga Wash Greenway  
 from Vanowen St to Sherman Way  
 TG: 532-C5

- PLANTING NOTES:**
1. PLANTING IS SUPPLEMENTARY. NO TREES SHALL BE PLANTED UNLESS THE SPECIAL CONTRACTOR TO VERIFY ALL LOCATIONS AND CONDITIONS ON SITE.
  2. CONTRACTOR TO INSPECT ALL EXISTING CONDITIONS ON SITE AND LOCATE ALL EXISTING UTILITIES BEFORE CONSTRUCTION BEGINS.
  3. CONTRACTOR TO GUARANTEE ALL PLANT MATERIAL FOR ONE (1) FULL YEAR FROM DATE OF ACCEPTANCE BY OWNER. TREES SHALL BE GUARANTEED FOR ONE (1) FULL YEAR.
  4. FINISH GRADE TO BE 3" BELOW ALL WALKS, CURBS, AND PAVING.
  5. ALL PLANTING AREAS WITH LESS THAN A 4% SLOPE SHALL RECEIVE 3" OF MULCH AFTER INSTALLATION OF PLANT MATERIAL.
  6. NO TREES SHALL BE WITHIN 17' OF CHANNEL WALLS.
  7. CONTRACTOR MUST FOLLOW MINIMUM SETBACKS FOR ALL PLANTS AS DEFINED IN THE PLANT LIST AND THE LOS ANGELES RIVER MASTER PLAN.
  8. MINIMUM PLANTING SETBACK FROM EDGE OF MANHOLES SHALL BE 4'.

SYM	BOTANICAL NAME COMMON NAME	TREE LEGEND			TOTAL	
		SHEET QUANTITIES	SETBACK	DETAILS		
		24" - 36"	36" - 48"	48" - 60"		
(C)	JUCLANS CALIF DRONCA CALIFORNIA WALNUT	7	3	0	6	DETAIL 1.3 SHEET L-7-D
(P)	PLATANUS RACEMOSA CALIFORNIA SYCAMORE	33	19	17	69	DETAIL 1.3 SHEET L-7-D
(A)	POPULUS BALSAMIFERA SSP. TRICHOCARPA BLACK COTTONWOOD	-	1	2	3	DETAIL 1.3 SHEET L-7-D
(Q)	QUERCUS AGRIFOLIA COAST LIVE OAK	6	17	13	36	DETAIL 1.3 SHEET L-7-D
(S)	SAIKU GOCODONIA BLACK BILLOW	-	4	3	7	DETAIL 1.3 SHEET L-7-D
(M)	SAMBOLUS MEXICANA MEXICAN ELDERBERRY	4	10	1	21	DETAIL 1.3 SHEET L-7-D
	TOTAL	50	54	42	146	

- NOTES:**
1. SEE SHEETS L-6.0 TO L-6.3 FOR SHRUBS AND GRASS/SEDGE LAYOUT.
  2. SEE SHEET L-6.4 FOR NATIVE PLANT COMMUNITY PLANT PALETTE.
  3. SEE SHEET L-5.4 FOR OVERALL TREE QUANTITIES.
  4. SETBACKS ARE MEASURED FROM EDGE OF PAVEMENT AND BACK OF WALL.

**Site No. 14**  
**Tujunga Wash Greenway**  
**from Vanowen St to Sherman Way**  
**TG: 532-C5**



NO.	DESCRIPTION	DATE	APPROVAL

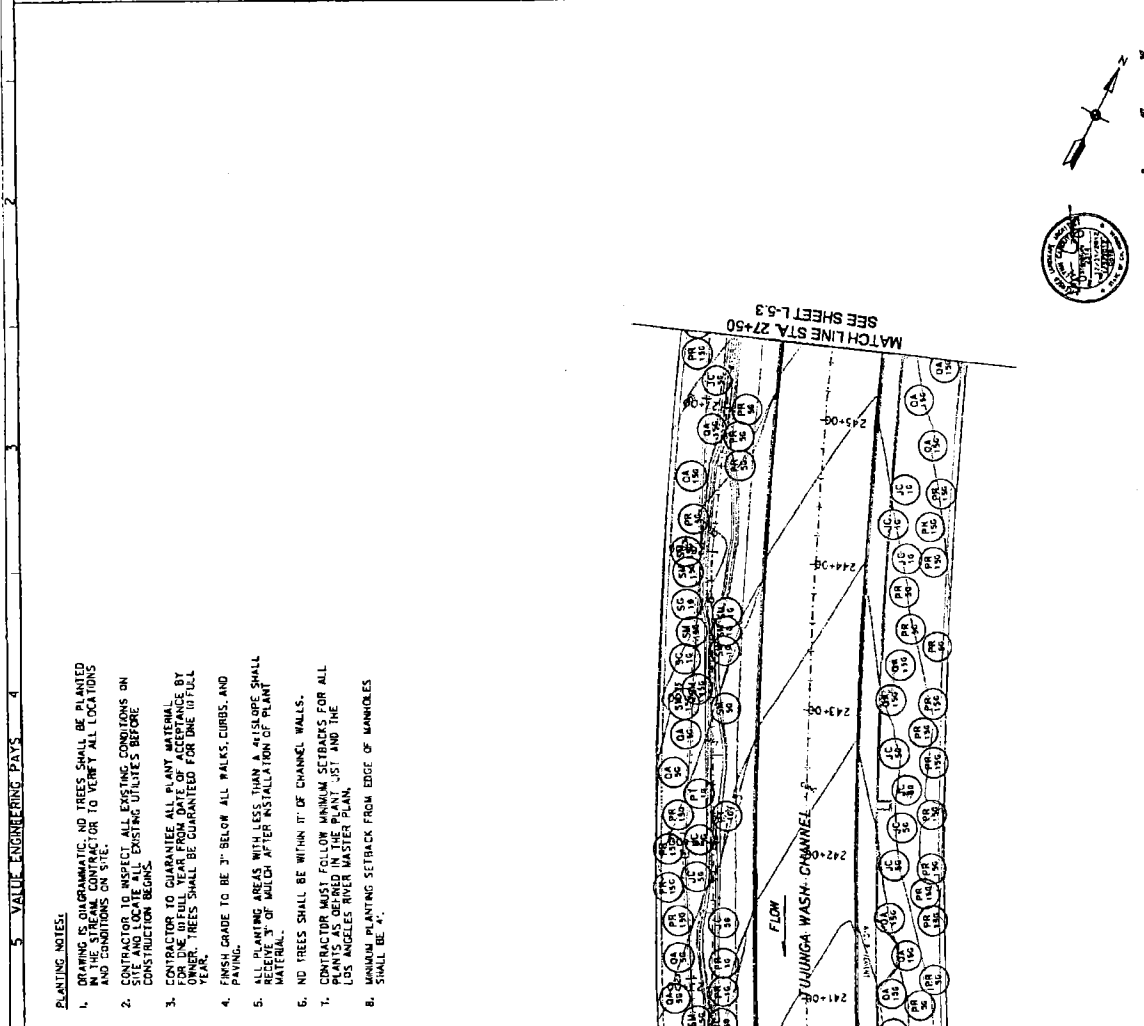
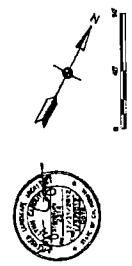
TUJUNGA WASH - ECOSYSTEM RESTORATION PROJECT  
 VANOWEN STREET TO SHERMAN WAY  
 LOS ANGELES, CALIFORNIA  
 95% DESIGN  
 STA. 11+00 TO STA. 20+00

PROJECT FILE NO. 425/073  
 SHEET NO. 532-C5  
 U.S. ARMY ENGINEER DISTRICT  
 CORPS OF ENGINEERS  
 AUTHORITY: J. J. J. J.  
 DATE: 11/24/07  
 DRAWN BY: [blank]  
 CHECKED BY: [blank]  
 FILE NAME: TWP42.L51

PROJECT FILE NO. 425/016	SPEC. NO. 8888-01 B 200 008	FILE NAME: TUNJUGA L-5.3
DATE: 08/11/16	DESIGNED BY: ALTHAM T. JUNG, PE	CHECKED BY: E3
DATE APPROVAL:	DESIGNED BY: E3	DATE APPROVAL:
REVISIONS:	DESCRIPTIONS:	DATE APPROVAL:

TUNJUGA WASH - 8308 SYSTEM  
 95% DESIGN  
 LOS ANGELES, CALIFORNIA  
 VANOWEN STREET TO SHERMAN WAY  
 ESTABLISHMENT PROJECT

U.S. ARMY ENGINEER DISTRICT  
 LOS ANGELES  
 CORPS OF ENGINEERS



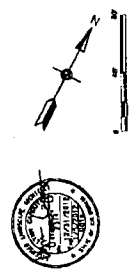
**TREE LEGEND**

SYM	BOTANICAL NAME (COMMON NAME)	SHEET QUANTITIES					TOTAL	SETBACK	DETAILS
		24"	50'	50'	10'	17'			
10	JUGLANS CALIFORNICA CALIFORNIA WALNUT	-	-	10	7	17	6	DETAIL 1-3 SHEET L-1.0	
11	PLATANUS BACATA CALIFORNIA SYCAMORE	-	18	13	6	38	6	DETAIL 1-3 SHEET L-1.0	
12	POPULUS BALSAIFERA SSP. MICROCARPA BLACK COTTONWOOD	-	-	3	2	5	8	DETAIL 1-3 SHEET L-1.0	
13	QUERCUS AGRIFOLIA EAST LIVE OAK	-	13	10	2	25	8	DETAIL 1-3 SHEET L-1.0	
14	SAURU GOODENICHA BLACK WILLOW	-	-	-	2	2	6	DETAIL 1-3 SHEET L-1.0	
15	SAMBUCUS MEXICANA MEXICAN ELDERBERRY	-	-	8	1	13	6	DETAIL 1-3 SHEET L-1.0	
TOTAL:		-	40	31	21	100			

- NOTES:**
- SEE SHEETS L-6.0 TO L-6.3 FOR SHRUBS AND GROUNDCOVER LAYOUT.
  - SEE SHEET L-6.4 FOR NATIVE PLANT COMMUNITY PLANT PALETTE.
  - SEE SHEET L-5.4 FOR OVERALL TREE QUANTITIES.
  - SETBACKS ARE MEASURED FROM EDGE OF PAVEMENT AND BACK OF WALL.

**Site No. 14**  
**Tujuanga Wash Greenway**  
**from Vanowen St to Sherman Way**  
**TG: 532-C5**

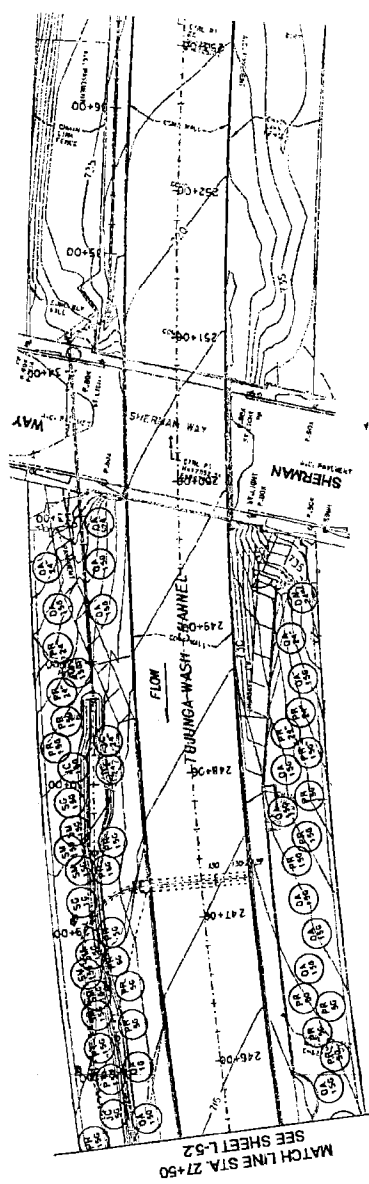
PROJECT NO. 143077	SPEC. NO. 9999-07-054 CODE	FILE NAME: TUNJUNGA-03
DATE: 08/26/06	PROJECT: TUNJUNGA WASH - ECOSYSTEM RESTORATION PROJECT	LOCATION: VANOWEN STREET TO SHERMAN WAY, LOS ANGELES, CALIFORNIA
DESIGNED BY: ED	CHECKED BY: TM	DATE: 08/26/06
DRAWN BY: ED	SCALE: AS SHOWN	
DATE: 08/26/06		
APPROVED BY: [Signature]		
DATE: 08/26/06		
REVISIONS:		
NO.	DESCRIPTION	DATE
1		
2		



- PLANTING NOTES:**
1. DRAWING IS DIAGNOSTIC. NO TREES SHALL BE PLANTED IN THE STREAM. CONTRACTOR TO VERIFY ALL LOCATIONS AND CONDITIONS ON SITE.
  2. CONTRACTOR TO INSPECT ALL EXISTING CONDITIONS ON SITE AND LOCATE ALL EXISTING UTILITIES BEFORE CONSTRUCTION BEGINS.
  3. CONTRACTOR TO GUARANTEE ALL PLANT MATERIAL. ALL TREES SHALL BE GUARANTEED FOR ONE (1) FULL YEAR.
  4. FINISH GRADE TO BE 3" BELOW ALL WALKS, CURBS, AND PAVING.
  5. ALL PLANTING AREAS WITH LESS THAN A 4% SLOPE SHALL RECEIVE 3" OF MULCH AFTER INSTALLATION OF PLANT MATERIAL.
  6. NO TREES SHALL BE WITHIN 17' OF CHANNEL WALLS.
  7. CONTRACTOR MUST FOLLOW MINIMUM SETBACKS FOR ALL PLANTS AS DEFINED IN THE PLANT LIST AND THE LOS ANGELES RIVER MASTER PLAN.
  8. MINIMUM PLANTING SETBACK FROM EDGE OF WALKWAYS SHALL BE 4'.

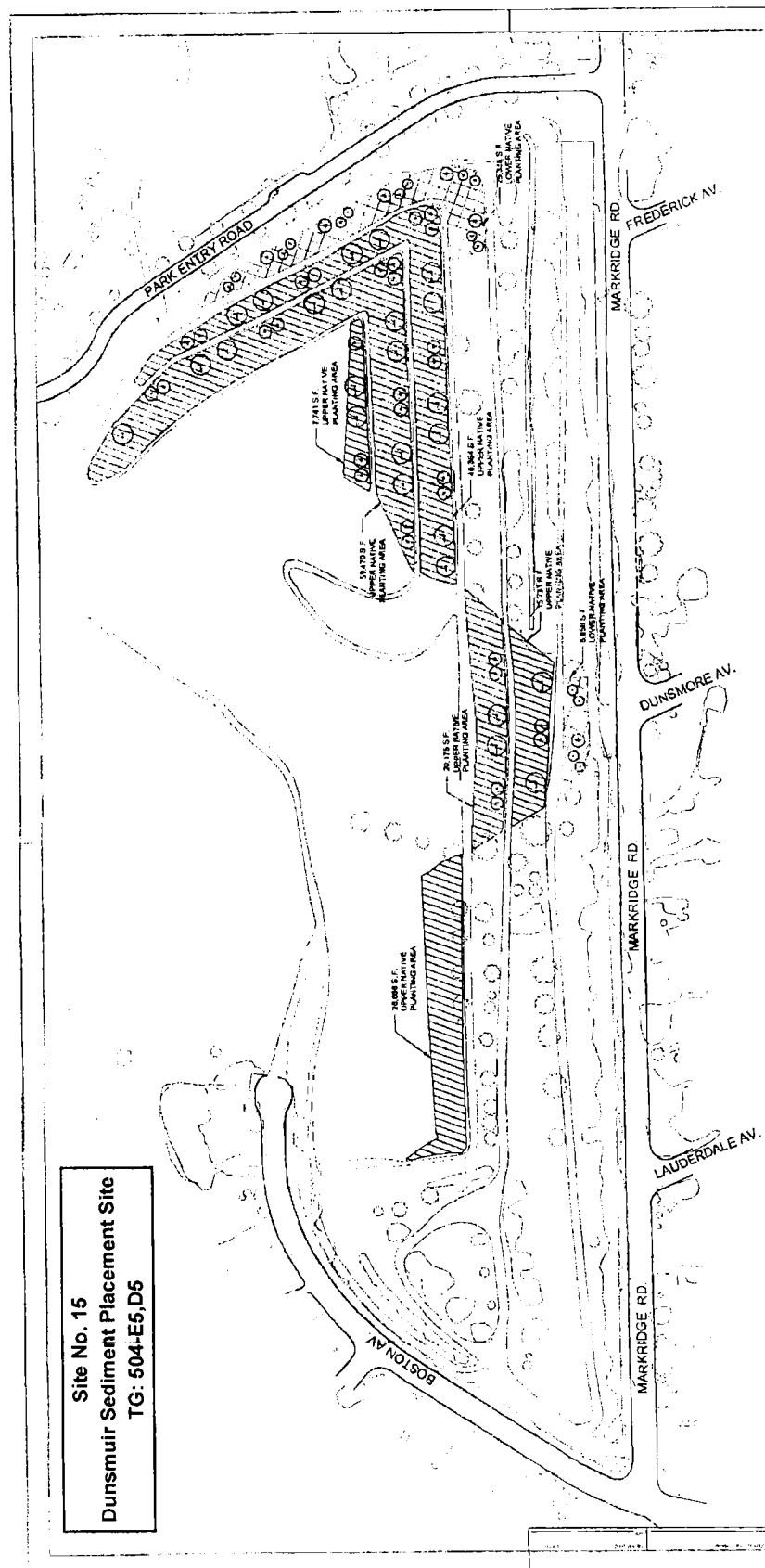
SYM	BOTANICAL NAME	TREE LEGEND					
		24" DBH	36" DBH	48" DBH	60" DBH	72" DBH	84" DBH
(C)	JUGLANS CALIFORNICA CALIFORNIA WALNUT	2	2	1	5	6	DETAIL L-3 SHEET L-7-D
(P)	PLATANUS BACEMOSA CALIFORNIA Sycamore	4	9	8	21	6	DETAIL L-3 SHEET L-7-D
(P)	POPULUS BALSAMIFERA SPP. TRICHOCARPA BLACK COTTONWOOD	2	-	-	2	8	DETAIL L-3 SHEET L-7-D
(Q)	QUERCUS AGRIFOLIA COAST LIVE OAK	4	4	-	16	6	DETAIL L-3 SHEET L-7-D
(S)	SALIX GOODENOVICH BLACK WILLOW	1	-	-	1	2	DETAIL L-3 SHEET L-7-D
(S)	SAMBUCUS MEXICANA MEXICAN LIGNBERY	7	-	-	7	6	DETAIL L-3 SHEET L-7-D
<b>TOTAL:</b>		10	32	9	2	53	

- NOTES:**
1. SEE SHEETS L-6.0 TO L-6.3 FOR SHRUBS AND GROUNDCOVER LAYOUT.
  2. SEE SHEET L-6.4 FOR NATIVE PLANT "COMMUNITY PLAN" PALETTE.
  3. SEE SHEET L-5.4 FOR DIERHAL TREE QUANTITIES.
  4. SETBACKS ARE MEASURED FROM EDGE OF PAVEMENT AND BACK OF WALL.



**Site No. 14**  
**Tujuanga Wash Greenway**  
**from Vanowen St to Sherman Way**  
**TG: 632-C5**

Site No. 15  
 Dunsmuir Sediment Placement Site  
 TG: 504-E5,D5



NOTES:  
 • REFER TO PLANTING LEGEND AND PLANTING LEGEND NOTES (SHEET 3) FOR ADDITIONAL INFORMATION  
 • SHRUBS WITH A HIGH FIRE RATING ARE NOT TO BE PLANTED IN THE LOWER NATIVE PLANTING AREAS  
 • TREES ARE TO BE PLACED AS SHOWN ON PLANTING PLAN (THIS SHEET)

PLANTING AREAS LEGEND & COVERAGE GUIDE	
	UPPER NATIVE PLANTING AREA PLANT ID ANG CLK CER RTY CER CLN YUC WTR SAL WE ANE PAS COVERAGE PER SPECS
	LOWER NATIVE PLANTING AREA PLANT ID ANG CLK CER RTY CER CLN YUC WTR SAL WE ANE PAS PLUS HYDRANGEA COVERAGE PER SPECS

**LOGO**

DUNSMUIR SPS - PHASE 3  
 PLANTING PLAN

DATE: \_\_\_\_\_

SCALE: \_\_\_\_\_

**TREE TRIMMING SPECIFICATIONS  
COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS**

The following specifications are for the trimming of County trees.

**A. Trimming Broadleaf and Evergreen Trees**

1. Crown Cleaning

Crown cleaning is the removal of dead, dying, diseased, crowded, weakly attached, low-vigor branches, and waterspouts from a tree's crown.

2. Crown Thinning

Crown Thinning is the selective removal of branches and/or pruning back to large laterals to increase light penetration and air movement through the crown. Thinning opens the foliage of a tree, reduces weight on large limbs, ensuring invigoration throughout a tree, and helps retain the tree's natural shape.

- a. When thinning the crown of mature trees, remove no more than one fourth of the live foliage.
- b. At least one half of the foliage should be on the branches that arise in the lower two thirds of the tree.
- c. When thinning laterals from a limb, an effort should be made to retain well-spaced inner lateral branches with foliage.
- d. Caution must be taken not to create "Lion tailing", which is caused by removing all or most of the inner foliage.

3. Crown Raising

Crown Raising removes the lower branches of a tree in order to provide clearance for buildings, vehicles, pedestrian, and sight distance.

- a. Overhead street clearance shall be kept to a minimum of 17 feet from top of curb.
- b. Exceptions are allowed for young trees, which would be irreparably damaged by such trimming action.

4. Crown Reduction

Crown Reduction is the reduction of height and spread removing no more than one third of the crown of the tree.

5. Crown Shape

Crown Shape is trimming the tree back to its natural shape to obtain a balanced appearance when viewed from both sides of the street.

6. Crown Thin, Clean, and Shape

Consistent with previously mentioned items.

**B. Trimming Palm Trees**

Palm trimming shall consist of trimming the following palms:

- Queen Palm (*Syagrus Romanzoffianum*)
- Canary Island Date Palm (*Phoenix Canariensis*)
- California Fan Palm (*Washington Robilifera*)
- Mexican Fan Palm (*Washington Robusta*)
- King Palm (*Archontophoenix Cunninghamiana*)
- Windmill Palm (*Trachycarpus Fortunei*)
- Mediterranean Fan Palm (*Chamaerops Humilis*)
- Other Palm Species

1. Trim Only Palm

- a. The Contractor shall remove all dead fronds and all visible flower stalks and fruit parts.
- b. The Contractor shall remove all loose fronds sheaths along the entire length of the palm trunk.
- c. Only the full green fronds at the crowns of the trees shall remain.

2. Trim and Skin Palm

Palm tree trimming and skinning shall include all work specified in Part 1 above and the following:

All dead fronds or parts thereof shall be removed to the surface of the trunks, leaving a clean, unscathed appearance throughout the entire length of the trunks from the bases to approximately 18 inches below the green fronds at the tops of the trees. The method of removal shall be

approved by the County District Tree Trimming Supervisor. When the cutting method is used, cuts shall be no more than 5 inches apart.

3. General Palm Trimming Specifications

- a. Remove all dead and green fronds leaving only the full green fronds remaining at the crown of the palm within the limits of a 15 degree arc measured from a horizontal line from the tree trunk. An exception is the Phoenix Canariensis where a 30 degree arc is allowed. Precautions shall be taken so that no live fronds are partially cut and left hanging. Any fronds partially cut shall be removed by the Contractor, at no additional cost to the County, within ten days of completion of the palm trimming project.
- b. Canary Island date palm (Phoenix Canariensis) trunks shall be cleaned of any weed species. The immediate area below the green fronds shall be trimmed to a symmetrical (pineapple) appearance. The shape shall not exceed a minimum of 48 inches or a maximum of 60 inches length below the green fronds. When trimming operations are complete, the trunk shall be left in a clean, unscathed appearance throughout the length of the palm trunk. Canary Island Date Palms shall be pruned using a sterilized hand saw. The hand saw must be cleaned and sterilized before and after trimming each tree.
- c. All volunteer palm seedlings 3 feet or less in brown trunk height that are growing within the street/parkway dedicated area, must be removed from the base of the tree out to a 10 feet radius around the palm trunk, unless otherwise specified by the County.
- d. All other palm species required to be trimmed by the County shall be trimmed using the above specifications.

**C. Unacceptable Trimming**

The following procedures, or others that will result in tree decline, are not allowed:

1. Severe cutting back of all growing tips (usually referred to as topping, pollarding, or hatracking).
2. Flush cutting (where a cut is made even with the surface of the trunk or limb, removing the branch collar and branch bark ridge).
3. Stub cutting (where branch removal results in the base of branch removed protruding more than approximately 1/4 inch beyond the zone of branch collar and branch bark ridge).



4. Removal of healthy main leader (for reasons other than power line clearance).

**D. Additional Specifications**

1. When tree pruning cuts are made to a side limb, such remaining limb must possess a basal thickness of at least one third of the diameter of the wound so affected. Such cuts shall be considered proper only when such remaining limb is vigorous enough to maintain adequate foliage to produce wood growth capable of callusing the pruning cut so affected within a reasonable amount of time.
2. All final tree pruning cuts shall be made in such a manner so as to favor the earliest possible covering of the wound by natural callus growth. Excessively deep flush cuts, which produce large wounds or weaken the tree at the cut shall not be made. The branch collar shall not be removed.
3. Tree limbs shall be removed and controlled in such a manner as to cause no damage to other parts of the tree, or to other plants or property.
4. All tools used on a tree known to contain an infectious tree disease shall be properly disinfected immediately before and after completing work on such tree. All major pest problems shall be promptly reported to the County.
5. All cutting tools and saws used in tree pruning shall be kept sharpened to result in final cuts with a nonabrasive wood surface and secure bark remaining intact. All trees 6 inches in diameter or less shall be pruned with hand tools only. Chain saws will not be permitted on any trees 6 inches or less. This is to prevent any unnecessary abrasions or cambial tissue that may predispose a tree to insect and/or disease problems.
6. Whenever pruning cuts are to be made, while removing limbs too large to hold securely in one hand during the cutting operation, the limbs shall be cut off first, 1 to 2 feet beyond the intended final cut. Then the final cut shall be made in a manner to prevent unnecessary tearing back of the bark and wood. Such cutting back shall not include the removal of any live, healthy limbs in excess of 6 inches without County approval.
7. No more than 35 percent of the live wood may be removed from the crown of any tree, excepting live oaks which are limited to no more than 10 percent. As much of the crown should be left in the tree as possible.
8. Any extraneous metal, wire, rubber, or other material interfering with tree growth shall be removed when possible.

## EXHIBIT H

9. Any defective or weakened trees shall be reported to the County.
10. The use of climbing spurs or spike shoes in the act of trimming trees is prohibited, except for palms and Eucalyptus trees that are more than 65 feet in height.
11. Beneficial animal or bird nests or nesting cavities shall be preserved and protected whenever feasible, unless doing so would create a hazard.
12. Remove all dead and dying branches and branch stubs that are 1/2 inch diameter or larger.
13. Remove all broken or loose branches.
14. Remove any live branches, which interfere with the tree's structural strength and healthful development of the tree, which will include the following:
  - a. Branches, which rub and abrade a more important branch.
  - b. Branches of weak structure, which are not important to the framework of the tree.
  - c. Branches, which if allowed to grow, would wedge apart the junction of more important branches.
  - d. Branches forming multiple leaders in a single leader type tree.
  - e. Undesirable sucker and sprout growth (paying specific attention not to nick or damage the sprout "burl").
  - f. Selective removal of one or more developing leaders where multiple branch growth exists near the end of broken or stubbed limbs.
  - g. Selective removal of limbs obstructing buildings or other structures or traffic signs. Generally, limbs closer than 5 feet to a building or other structure should be removed unless doing so would severely damage a tree.
15. Cut back ends of branches and reduce weight where excessive overburden appears likely to result in breakage of supporting limbs.

## EXHIBIT H

16. Clear trees of sprout or sucker growth to a minimum height of 8 feet above ground level. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action.
17. Remove all vines entwined in trees and on tree trunks. Vine tendrils shall be removed without injury to said trees.

**TREE REMOVAL SPECIFICATIONS**  
**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS**

**A. Introduction**

The specifications are presented as working guidelines, recognizing that trees are individually unique and that their removal may not always fit strict rules. Should questions arise, contact the County District Tree Trimming Supervisor.

**B. Overview of Specifications**

Any tree work performed on a County tree must be done in accordance with the County specifications.

Requirements for work to be performed on County trees are as follows:

1. Tree removal shall include cutting down and disposing of all tree parts including stump and roots.
2. Proper disposal of all tree debris generated. (AB 939) Diversion Requirement is now required.

**C. General Specifications**

1. Removal of street trees includes the removal of all above-ground parts of the tree, trunk, stump, and above-ground roots. Stump and root removal will follow the specifications provided herein at no additional cost to the County.
2. Prior to starting any tree work on a County tree, the Contractor must schedule and notify the County's appropriate County District Tree Trimming Supervisor. At this meeting, schedules, procedures, and any other questions about the project, as specified in the tree work, shall be discussed and any clarifications addressed by the County.
3. Contractor shall dispose of all green waste in accordance with:

**AB 939 - The Integrated Waste Management Act**

Contractors may be required to seek "recycling" alternatives for these organic, biodegradable landscape materials. Acceptable "recycling" alternatives would include the utilization of these materials as feedstock for composting, cocomposting, mulching, soil amendment, and wood chip products. All contractors may be required to arrange for the chipping and transport of all landscape materials to their selected processor, with all cost to be borne by the contractor. Approval of any other processing

## EXHIBIT H

method not listed above may require the approval of the Assistant Deputy Director of Environmental Programs and/or the Director of Public Works, and must qualify for diversion credit as specified in AB 939, or subsequent legislation. Proof of delivery of the material and weight tickets (from an approved public or private scale) will be required.

Dump costs are to be paid by the contractor.

4. The County will mark any tree(s) for removal with a colored painted "X". Should a tree be scheduled for removal and not be marked, or if there is any doubt about the tree to be removed, the County shall be contacted before work commences to confirm any tree removal.
5. Removal shall be done only upon written instruction from the County with an attached authorization from the property owner.
6. The use of climbing spikes will not be permitted except on Palm and Eucalyptus trees over 65 feet in height and trees scheduled for removal.
7. The Contractor shall clean all job sites daily when work is completed, including the raking of leaves, twigs, chips, etc., from lawns and parkways, and the sweeping of streets.
8. All wood and debris shall be removed from each job site within 24 hours of the removal.
9. If wood must be left on the parkway for 24 hours, the Contractor shall notify the County District Tree Trimming Supervisor. Additionally, the Contractor shall make the parkway safe through the use of barricades and other appropriate devices.
10. Tree removal includes grinding out of stumps to a minimum depth of 24 inches and removing all excess chips and all visible surface roots, within the right of way.

### **D. Tree Trunk/Limb Removal**

1. All parkway trees scheduled for removal shall be "topped" unless stipulated otherwise in the Tree Removal List or if, in the opinion of the Contractor, a tree is unable to withstand the strain of the topping procedure. In this case, the branches shall be lowered by some other means, such as a tree crane. Unless impractical, lower limbs shall be removed first, working toward the top until the tree is delimited. Stubs at least 12 inches or more in length shall be left following delimiting to provide crotches for lowering sections of the trunk or main limbs.
2. All trunks, limbs and branches larger than 6 inches in diameter shall be cut in sections not to exceed 5 feet in length and shall be lowered to the

## **EXHIBIT H**

ground through the use of ropes or other mechanical devices. Smaller limbs with the potential for damage to property or injury to people shall also be lowered using rope or other devices. The means of lowering shall be approved by the County District Tree Trimming Supervisor.

3. All ropes shall be securely attached to the main stem, a strong limb, or an adjacent tree well above the limb being cut to prevent binding, should the limb have to be pulled up into the tree before being lowered.
4. When existing obstructions require controlled movement of limbs being lowered by ropes, an additional guide rope shall be attached to the limb to control movement of the limb during descent.

### **E. Stump Removal**

1. Stump removal shall include grinding out the stump and surface roots, extending 1 foot outside the diameter from the tree's root collar, to a minimum depth of 24 inches below ground level. Chips and other debris shall be disposed of (with the exception of Type A stump removal, as defined in Exhibit J, Section D.) from the project site, and the resulting holes shall be backfilled with Class "A" topsoil (as defined in Exhibit J, Section F.3) by the end of the workday. Grass seed or sod will not be required. Holes shall be properly barricaded until topsoil is replaced.
2. Stump removal may not be required on all jobs (i.e., canyons/slopes).

### **F. Topsoil**

1. Topsoil shall be from a source outside the limits of the project, selected by the Contractor and in compliance with the requirements specified herein. At least 15 days before scheduled use, the proposed source of topsoil shall be submitted to the County District Tree Trimming Supervisor for approval. The County District Tree Trimming Supervisor may make such inspections and perform such tests as deemed necessary to determine that the material meets the requirements.
2. Topsoil shall have a uniform composition and structure, a friable sandy loam character, and be free of roots, stones larger than 1 inch in greatest dimension, pockets of coarse sand, noxious weeds, sticks, brush and other litter. It shall not be infested with nematodes or other undesirable insects and plant disease organisms. The topsoil shall be suitable to adequately sustain the growth of lawns.

**STUMP AND ROOT REMOVAL SPECIFICATIONS  
COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS**

**A. Introduction**

The Specifications are presented as working guidelines, recognizing that tree stumps are individually unique and that their removal may not always fit strict rules.

**B. Overview of Specifications**

Any tree work performed on a County tree must be done in accordance with these specifications.

**C. General Requirements**

The following requirements are for work to be performed on County trees:

1. Proper disposal of all tree debris generated.
2. Assuring good traffic control and minimize disruption of the public.
3. Assuring adequate safety of employees and the public

Prior to starting any tree work on a County tree, the Contractor must schedule and notify the County's appropriate County District Tree Trimming Supervisor. At this meeting, schedules, procedures, and any other questions about the project, as specified in the tree work, shall be discussed and any clarifications addressed by the County.

**D. Stump Removal - Type A (No Topsoil)**

1. Grind stumps to 24 inches below grade and remove all surface roots extending 1 foot outside the diameter of the tree's root collar.
2. Chips are to be backfilled into the hole and compacted and leveled at 2 inches above grade.
3. All excess chips shall be removed by the Contractor at no additional cost to the County.
4. Grass seed or sod will not be required

**E. Stump Removal - Type B (With Topsoil)**

1. Grind stumps to 24 inches below grade and remove all surface roots extending 1 foot outside the diameter of the tree's root collar.
2. All chips are to be removed and the void backfilled with Class "A" topsoil, which is to be compacted and leveled at 2 inches above grade.
3. All backfill soil will be furnished by the Contractor at no additional cost to the County.
4. Grass seed or sod will not be required.

**F. Topsoil**

1. Topsoil shall be from a source outside the limits of the project selected by the Contractor and in compliance with the requirements specified herein. At least 15 days before scheduled use, the proposed source of Class "A" topsoil shall be submitted to the County District Tree Trimming Supervisor for approval. The County District Tree Trimming Supervisor may make such inspections and perform such tests as deemed necessary to determine that the materials meet the requirements.
2. Topsoil shall have a uniform composition and structure, a friable sandy loam character, and be free of roots, stones larger than 1 inch in greatest dimension, pockets of coarse sand, noxious weeds, sticks, brush and other litter. It shall not be infested with nematodes or other undesirable insects and plant disease organisms. The topsoil shall be suitable to sustain the growth of lawns.
3. Class "A" Topsoil shall be according to the specifications found in the "Greenbook", Standard Specifications for Public Works Construction, 2012 edition and Section 212-1.1.2.

**G. Surface Roots**

All visible surface roots in the parkway are to be removed to 8 inches below grade.

**H. Volunteer Seedlings and Root Sprouts**

All volunteer seedlings and root sprouts growing within a 10 foot radius of the stump within the County parkway area must be removed.





LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

Contractor Company Name: \_\_\_\_\_

Proj. Cost Account (PCA) \_\_\_\_\_ Org. Cost Account (OCA) \_\_\_\_\_ User Code 1 \_\_\_\_\_

**LANDSCAPE MAINTENANCE SERVICE REPORT  
FOR THE MONTH OF \_\_\_\_\_**

**CHANNEL NAME:** \_\_\_\_\_

SERVICE DESCRIPTION	Item	% Complete	Prior % Complete
Annual cutting seeded grass/ wildflower slopes (first cutting). <i>This item will be paid upon completion of work.</i>	a		
Cutting seeded grass/ wildflower slopes (second cutting). <i>This item will be paid upon completion of work.</i>	b		
<b>Annual/Monthly trim, care, and replanting of:</b>			
Ground Cover	c		
Vines -March	d		
Vines-September	e		
All other work(tree & shrubbery trimming and care, weed control)	f		
<b>AS NEEDED ITEMS - ALL OTHER WORK (FILL OUT FOR EACH DAY)</b>			
Description	Item	HOURS/ UNIT	DATE
Irrigation System Repairs (4 hour MIN. for emergency call out)			

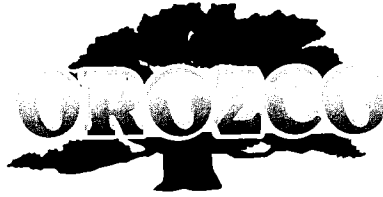
Remarks: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

By signing this document, the contractor and/or his representative confirm that they agree with the number of hours worked or percent of work completed

CONTRACTOR SIGNATURE : \_\_\_\_\_ DATE: \_\_\_\_\_

NAME OF DEPARTMENT REPRESENTATIVE : \_\_\_\_\_

SIGNATURE OF DEP REP : \_\_\_\_\_ DATE: \_\_\_\_\_



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*Landscape and Tree Company*

Title Page

Re: Landscape Maintenance Services –West Area (2014-PA020)

Proposer: J. Orozco Enterprises, Inc. DBA Orozco Landscape and Tree Company  
1419 S. East End Ave, Pomona Ca 91766  
Ph. 909-623-8287 Fax 909-469-0634  
Email: [info@orozcolandscape.com](mailto:info@orozcolandscape.com)

Bid Due Date: 7/28/2014 at 5:30pm

Date of Submittal: 7/28/14

Table of Contents:

1. Letter of Transmittal
2. "Certificate of Status" from Secretary of State
3. "Statement of Information" from Secretary of State
4. Electronic filing copy of "Statement of Information" for current year 2014
5. "Statement of Information" electronic Copy showing no changes 2014
6. Experience, including: Background, Specific Information regarding length and quality of experience providing services to LA County DPW, Similar experience to Landscape Maintenance Services West Area
7. Experience, continued. Similar experience to Landscape Maintenance Services West Area, Minimum Mandatory Requirements, Including other services Orozco Landscape provides
8. Experience, Organizational Chart
9. Experience, Jose J. Orozco's resume
10. Experience, Jose J. Orozco's Class A Commercial Drivers License and ISA Certified Arborist Card
11. Experience, Robert Cisneros resume
12. Experience, Robert Cisneros ISA Certified Arborist Card and Dept. of Pesticide Regulation Qualified Applicator Certificate
13. Experience, Carlos Orozco's resume
14. Experience, Carlos Orozco's Class A Commercial Drivers License, Dept. of Pesticide Regulation Qualified Applicator License and ISA Certified Arborist Card
15. Experience, Carlos Orozco's Certified Irrigation Repair Technician Certificate
16. Experience, Carlos Orozco's Recycled Water Onsite Supervisor Training Certificate
17. Experience, Carlos Orozco's Smart Water Certified Manager
18. Experience, Carlos Orozco's Landscape Industry Certification: Exterior Technician Irrigation
19. Experience, Carlos Orozco's Certificate of completing a course of Mauget Tree Injector Units
20. Experience, Brandon Orr's resume
21. Experience, Brandon Orr's Certified Irrigation Repair Technician Certificate
22. Experience, Santiago Ventura's resume
23. Experience, Servando Espinoza's resume
24. Experience, Lisa Orozco's resume
25. Experience, Jose Mendez's resume
26. Experience, Jose Manuel De La Torre's resume
27. Experience, Abelardo Lazaro's resume
28. Experience, Diego Leal's resume
29. Experience, Jose Tapia's resume
30. Experience, Jesus Tapia's resume
31. Experience, Jose Ramirez's resume
32. Experience, Jose J. Gonzalez's resume
33. Work Plan, including: Initial Research and First Hand Experience and Minimum Mandatory Requirements
34. Work Plan Management Preparation continued
35. Work Plan, Landscape Maintenance Services West Area – Maintenance Items Schedule
36. Work Plan, Landscape Maintenance Services West Area – "as needed" Maintenance Items Schedule



37. Work Plan, Maintenance Schedule specifically for (1) Calabasas Creek at Hatteras Street
38. Work Plan, Maintenance Schedule specifically for (2) Aliso Creek on Wilbur Ave
39. Work Plan, Maintenance Schedule specifically for (3) Aliso Creek on San Fernando Ave
40. Work Plan, Maintenance Schedule specifically for (4) East Canyon Channel on Rinaldi St.
41. Work Plan, Maintenance Schedule specifically for (5) Cheseboro Creek on Agoura Road
42. Work Plan, Maintenance Schedule specifically for (6) Bell Creek at Owensmouth Ave
43. Work Plan, Maintenance Schedule specifically for (7) LA River, Ernie's Walk between Valleyheart and river
44. Work Plan, Maintenance Schedule specifically for (8) LA River, Laurel Canyon Greenway, southside of the river
45. Work Plan, Maintenance Schedule specifically for (9) LA River, north Valleyheart Riverwalk north bank
46. Work Plan, Maintenance Schedule specifically for (10) LA River, south bank from Coldwater Canyon Ave
47. Work Plan, Maintenance Schedule specifically for (11) LA River, headwaters project north and south bank from Owensmouth Ave to Mason Ave
48. Work Plan, Maintenance Schedule specifically for (12) Santa Clarita Yard
49. Work Plan, Maintenance Schedule specifically for (13) Pacoima Wash Unit 5 at Covello Street and Pacoima Wash
50. Work Plan, Maintenance Schedule specifically for (14) Tujunga Wash Greenway Phase I
51. Work Plan, Maintenance Schedule specifically for (15) Tujunga Wash Greenway Phase II
52. Work Plan, Maintenance Schedule specifically for (16) Dunsmuir Sediment Placement Site
53. Emergency Planning, Recruitment and Replacement, Training.
54. Work Plan, Uniforms, Certified Arborists, Water Pollution Control: National Pollutant Discharge Elimination System, Water Pollution Control: Best Management Practices
55. Work Plan, Pesticide Safety Standards, Safety
56. Work Plan, Traffic Control Plan, Communication, Equipment, Supplies and Vehicles
57. Work Plan, Equipment, Supplies and Vehicles continued
58. Work Plan, Staffing Plan identifying Qualified Inspector and crew with an onsite foreman/supervisor included. An example back up crew is included.
59. Quality Assurance Program Policies and Procedures, introduction and program detail
60. Quality Assurance Program detail continued. Inspection Fundamentals. Identified Qualified Inspector, Inspection Schedule.
61. Quality Assurance Program, Methodology to correct deficiencies-level of supervision included in inspections and how inspections are performed.
62. Quality Assurance Program, Sample Form used by Orozco Landscape that outline required operations of this contract and many of our month to month service contracts with quality levels- Month to Month Landscape Maintenance Inspection Report.
63. Quality Assurance Program, Sample Inspection form from Orozco Landscape for Initial Inspection and Final Inspection of job sites page 1
64. Quality Assurance Program, Sample Inspection form from Orozco Landscape for Initial Inspection and Final Inspection of job sites page 2
65. Quality Assurance Program, Quality Control Documentation, Review and Reporting
66. "confidential" Financials. Accountants Compilation Report for Orozco Landscape for the Fiscal Year Ending 12/31/2013, page 1



67. "confidential" Financials. Accountants Compilation Report for Orozco Landscape for the Fiscal Year Ending 12/31/2013, page 2
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74. "confidential" Financials. Accountants Compilation Report for Orozco Landscape for the Fiscal Year Ending 12/31/2011, page 3
75. Copy of Orozco Landscape's Contractors State License & California Dept. of Pesticide Regulation Maintenance Gardener Pest Control Business License
76. Copy of Orozco Landscape's County of Los Angeles Agricultural Pest Control Registration
77. Copy of Orozco Landscape's General Liability Certificate
78. Copy of Orozco Landscape's General Liability Certificate- additional insured endorsement
79. Copy of Orozco Landscape's General Liability Certificate- additional insured endorsement
80. Copy of Orozco Landscape's Workers Compensation Certificate
81. Copy of Orozco Landscape's Workers Compensation Certificate- Waiver of Subrogation
82. PW1 Form- Verification of Proposal
83. PW2.2 Form- Schedule of Prices
84. PW2.2 Form- Schedule of Prices
85. PW2.2 Form- Schedule of Prices
86. PW2.2 Form- Schedule of Prices
87. PW3 Form- Employee's Jury Service Program
88. PW4 Form- Contractor's Safety Record
89. PW5 Form- Conflict of Interest Certification
90. PW6 Form- Reference List
91. PW6 Form- Reference List
92. PW7 Form- Equal Opportunity Certification
93. PW8 Form- List of Subcontractors, no subcontractors will be used
94. PW9 Form- Request for SBE Preference
95. County of Los Angeles Local SBE Certificate
96. PW10 Gain/ Grow Employee Commitment
97. PW11 Transmittal Form – not applicable
98. PW12 Form- Charitable Contributions Certification
99. PW13 Form- Transitional Job Opportunities Preference Program
100. PW14 Form- List of Terminated Contracts
101. PW15 Form- Pending Litigation and Judgments
102. PW16 Form- Insurance Compliance Affirmation
103. PW17 Form- Certification of Compliance with County's Defaulted Property Tax
104. PW18 Form- DVBE preference form
105. PW19 Form- Compliance with the Minimum Requirements of the RFP
106. PW19 Form- Compliance with the Minimum Requirements of the RFP
107. PW19 Form- Compliance with the Minimum Requirements of the RFP



108. PW20 Form- Statement of Equipment Form
109. PW20 Form- Statement of Equipment Form
110. PW20 Form- Statement of Equipment Form
111. PW20 Form- Statement of Equipment Form
112. PW20 Form- Statement of Equipment Form
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114. PW20 Form- Statement of Equipment Form
115. LW2 Living Wage Program- application for exemption (not applicable)
116. LW2 Living Wage Program- application for exemption (not applicable)
117. LW3 Living Wage Declaration
118. LW4 Living Wage acknowledgement and statement of compliance
119. LW5 Living Wage Program, labor payroll debarment history (not applicable)
120. LW6 Guidelines for Assessment of Proposer Labor Law Payroll Violations (not applicable)
121. LW7 Living Wage Program Medical Plan Coverage (not applicable)
122. LW7 Living Wage Program Medical Plan Coverage (not applicable)
123. LW8 Staffing plan and cost methodology for contract
124. LW9 Wage and Hour Record Keeping for Living Wage Contracts
125. LW9 Wage and Hour Record Keeping for Living Wage Contracts
126. Copy of Orozco Landscape's Weekly Work Schedule
127. LW9 Wage and Hour Record Keeping for Living Wage Contracts
128. LW9 Wage and Hour Record Keeping for Living Wage Contracts
129. Copy of Orozco Landscape's Paycheck and Pay Stub
130. LW9 Wage and Hour Record Keeping for Living Wage Contracts
131. Wage and Hour Record Keeping for Living Wage Contracts
132. "There is no additional information we wish to present"





## *Landscape and Tree Company*

### **Letter of Transmittal:**

Orozco Landscape and Tree Company have carefully reviewed this RFP. This contract consists of our company providing landscape and grounds maintenance services in a professional manner in accordance with contract specifications and guidelines. The costs for the following items are included in our lump sum price in the schedule of prices: tree trimming and care; shrubbery/vine maintenance; groundcover maintenance; ornamental grass maintenance; weed control-chemical and mechanical including the added item of stream and pond areas; litter control; irrigation and watering system maintenance; repairs and testing; rodent control. We will provide the Public Works Representative (PWR) with a monthly maintenance report. As needed items will only be performed with PWR's approval. As needed items include: manual operation of irrigation systems past the 30 day required period; irrigation system repairs; tree, shrubs, groundcover and plants replacement; major tree trimming including: tree, stump, and root removal; after hours emergency service to shut off water and hydro-seeding. As needed items for Dunsmuir Sediment Placement Site include the removing of seeds from planted/ seeded slopes; removing of debris and tumbleweeds from the perimeter fence line of the property along Markridge Road the road leading to Deukmejian Park; and testing of irrigation system each month under the costs proposed under as needed items: schedule of prices.

We have carefully reviewed, and will follow all contract guidelines, specifications and plans. We will prevent encroachment on adjacent properties and maintain proper vertical clearances of 7 feet for pedestrian areas and 14 feet for vehicular roadways. Limbs over 1 1/2" or greater in diameter will be undercut to prevent splitting. We will monitor tree stakes once a month, to retie them or remove / replace. Trees fewer than 3 inches in diameter will have stakes unless otherwise requested by the PWR. We will trim shrubbery and vines no shorter than 3 1/2" feet in height in order to restrict growth of them into adjacent roads, driveways and walkways. Mulch will not be placed near trunks, and will be applied to a depth of 3 to 4 inches. Litter control will take place on a weekly basis at all locations. We will also follow any requests given to us by the Dept. of Public Works Representative or contract manager to complete the contract timely and efficiently. We will provide all landscape industry trained labor with proper safety tools and equipment, management with 5 years or more experience, supplies, materials, and vehicles to perform the work. We have back up landscape industry trained employees, vehicles and state of the art equipment that can be moved from one location to another if an unforeseen circumstance was to occur. We will leave each job site clean and free of debris. Dump receipt copies will be submitted to the County of Los Angeles Department of Public Works along with any necessary forms and invoices.

Public Works Contract Manager: **Ms. Wicky Yueng**  
Ph: 626-458-4152

A list of individuals authorized to make representations for **Orozco Landscape and Tree Company:**

**Jose J. Orozco, President-**  
1419 S. East End Ave, Pomona, Ca 91766  
Ph: 909-623-8287

**Lisa Orozco, C.F.O./Office Manager-**  
1419 S. East End Ave, Pomona, Ca 91766  
Ph: 909-623-8287

**Carlos Orozco, Operations Manager-**  
1419 S. East End Ave, Pomona, Ca 91766  
Ph: 909-623-8287 Cell: 951-377-8791

**Robert Cisneros, Sales Manager-**  
1419 S. East End Ave, Pomona, Ca 91766  
Ph: 909-623-8287 Cell: 951-377-8420

**Alicia Ramirez, Asst. Office Manager**  
1419 S. East End Ave, Pomona, Ca 91766  
Ph: 909-623-8287

**Ramon De La Torre, Manager/Foreman-**  
1419 S. East End Ave, Pomona, Ca 91766  
Ph: 909-623-8287

Signed: \_\_\_\_\_  
Jose J. Orozco, President  
Orozco Landscape and Tree Co.

State of California  
Secretary of State

---

CERTIFICATE OF STATUS

ENTITY NAME:

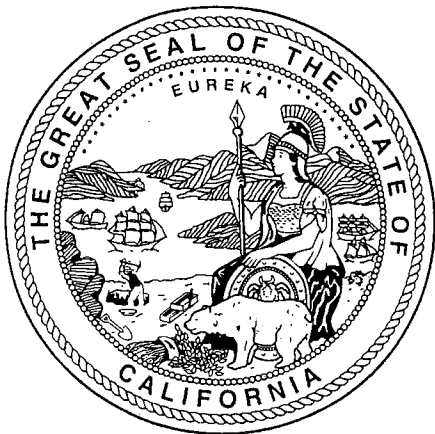
J. OROZCO ENTERPRISES INC.

FILE NUMBER: C2214528  
FORMATION DATE: 03/28/2000  
TYPE: DOMESTIC CORPORATION  
JURISDICTION: CALIFORNIA  
STATUS: ACTIVE (GOOD STANDING)

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

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

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



IN WITNESS WHEREOF, I execute this certificate  
and affix the Great Seal of the State of  
California this day of May 26, 2009.

*Debra Bowen*

DEBRA BOWEN  
Secretary of State



State of California  
Secretary of State



09-669571

**FILED**  
In the office of the Secretary of State  
of the State of California

MAR 26 2009

This Space For Filing Use Only

STATEMENT OF INFORMATION

(Domestic Stock and Agricultural Cooperative Corporations)

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

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

85

535 666/2 REF

1. CORPORATE NAME (Please do not alter if name is preprinted.)  
C2214528  
J. OROZCO ENTERPRISES INC.  
11194 PIPELINE AVE  
POMONA CA 91766

DUE DATE: 03-31-09

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.)

	STREET ADDRESS	CITY	STATE	ZIP CODE
3. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	1419 S. East End Ave	Pomona	CA	91766
4. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	1419 S. East End Ave	Pomona	CA	91766
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 comparative title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

	NAME	ADDRESS	CITY	STATE	ZIP CODE
6. CHIEF EXECUTIVE OFFICER/	Jose J. Orozco			CA	
7. SECRETARY/	Jose J. Orozco			CA	
8. CHIEF FINANCIAL OFFICER/	LISA OROZCO			CA	

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.)

	NAME	ADDRESS	CITY	STATE	ZIP CODE
9. NAME	Jose J. Orozco			CA	
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 certificate pursuant to Corporations Code section 1505 and Item 14 must be left blank.)

13. NAME OF AGENT FOR SERVICE OF PROCESS  
Jose J. Orozco

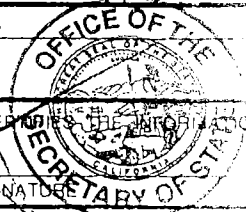
14. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL: CITY STATE ZIP CODE  
CA

TYPE OF BUSINESS

15. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION  
Landscape Maintenance and Tree Service.

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.

3/24/09 Jose J. Orozco 3 pres. SIGNATURE



# F200N - C2214528 - EX39725


**From:** noreply@sos.ca.gov  
**To:** alicia@orozcolandscape.com  
**Priority:** Normal  
**Date:** 03-21-2014 07:02 AM

Thank you for using the Secretary of State's Statement of Information online filing service. This is an automated notification.

Attached is your free electronic (PDF) copy of your filed Statement of Information. Additional copies and certified copies may be requested. Refer to [Information Requests](#) for information about ordering additional copies.

If you do not already have the latest software that supports files in the PDF format, refer to [Download Free Document Readers](#).

Please do not reply to this message. Replies will be routed to an unmonitored email box.

 Save the Earth, one page at a time. Please consider the environment before printing this email.

<b>EX39725.pdf</b>	<b>Content-Type:</b> application/pdf; name=EX39725.pdf <b>Size:</b> 146.01 KB
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**State of California  
Secretary of State**

**S**

**Statement of Information**

(Domestic Stock and Agricultural Cooperative Corporations)

**FEE (Filing and Disclosure): \$25.00.**

If this is an amendment, see instructions.

**IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

**EX39725**

**FILED**

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

**MAR-19 2014**

This Space for Filing Use Only

1. CORPORATE NAME  
J. OROZCO ENTERPRISES INC.

2. CALIFORNIA CORPORATE NUMBER  
C2214528

**No Change Statement** (Not applicable if agent address of record is a P.O. Box address. See instructions.)  
3. 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 of information has been previously filed, this form must be completed in its entirety.  
 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 17.

**Complete Addresses for the Following** (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

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

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

	ADDRESS	CITY	STATE	ZIP CODE
7. CHIEF EXECUTIVE OFFICER/				
8. SECRETARY				
9. 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
10. NAME				
11. NAME				
12. NAME				

13. 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 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE

**Type of Business**

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

17. 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.

03/19/2014 JOSE J OROZCO PRESIDENT  
DATE TYPE/PRINT NAME OF PERSON COMPLETING FORM TITLE SIGNATURE  
APPROVED BY SECRETARY OF STATE



## *Landscape and Tree Company*

### Experience

#### **Background**

Orozco Landscape and Tree Company are well equipped to complete the scope of work requested for the landscape maintenance services west area, 2014-PA020. We have over 25 years combined experience in landscape and tree maintenance services. Orozco Landscape and Tree Company have the ability, experience and the required financial strength to complete this contract timely, within the contract's guidelines.

Orozco Landscape and Tree Company has currently over 49 full time and reliable employees with over five years landscape and tree maintenance, labor, irrigation, weed abatement, and tree trimming experience. Orozco Landscapes on site foreman/supervisors have over nine years experience in the landscape maintenance industry, most of them supervised previous County of Los Angeles DPW contracts. We have two Full time employee's with Qualified Applicator License's with the Department of Pesticide and Regulation and full time ISA Certified Arborists. If an emergency or unexpected circumstance were to occur, we will be able to provide additional laborers, management personnel, vehicles and equipment to complete the work for this contract.

#### **Specific Information regarding length and quality of experience providing services to Los Angeles County Department of Public Works**

We have provided Channel Right of Way Clearing Services to the Los Angeles County Department of Public Works in 2006 for the Channel ROW Clearing- West Maintenance Area, in 2007 for the Channel ROW Clearing- West Maintenance Area, in 2008 for the Channel ROW Clearing- East Maintenance Area, in 2009-2014 for the Channel ROW Clearing- West Maintenance Area, and in 2009-2014 for the Channel ROW Clearing- East Maintenance Area.

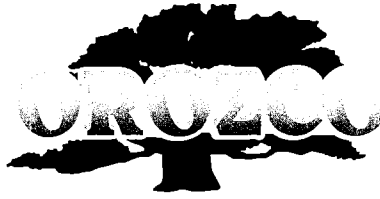
We are familiar with doing business with the Los Angeles County Department of Public Works and are very aware of their requirements of submitting the proper report forms showing work location, days worked, and the tonnage for green waste and trash to the Public Works representative along with a copy of the dump tickets. At the time of invoicing work that is completed, Orozco Landscape and Tree Company submits an excel sheet showing all dump ticket fees accrued for the specific work location along with copies of all the dump tickets previously submitted with the necessary reports to the County of Los Angeles representative in order for the invoicing process and reports process to go as smoothly as possible.

#### **Similar Experience to the Landscape Maintenance Services West Area 2014-PA020**

Since 2007, our company has provided month-to-month landscape, grounds & tree maintenance services to various Water Treatment Plants and Reservoirs owned and maintained by Metropolitan Water District of Southern California (MWD). Services include tree trimming, mowing, edging, chemical, manual and mechanical weed control, rodent control, blowing, debris pickup, fertilization, irrigation repairs, testing and maintenance service etc. to most of MWD's sites taking special care of the native habitat. We provide all labor with proper safety equipment, power equipment, vehicles and other materials and equipment required to complete the jobs. Our crews and management team adhere to all of Metropolitan Water Districts of Southern California's rules and regulations to maintain areas near reservoir safely and efficiently and to the satisfaction of MWD representative's.

We currently provide landscape, grounds and tree maintenance to various reservoirs/ pump stations; medians and islands; parks and city parking lots for the City of Glendora. Services include tree trimming, mowing, edging, chemical, manual and mechanical weed control, blowing, debris pickup, fertilization; irrigation repairs, testing and maintenance service etc. for the sites we maintain. We provide all trained employees with proper safety equipment, power equipment, vehicles and other materials and equipment required to complete the jobs within the City's guidelines and satisfaction.

We currently provide landscape, grounds and tree maintenance to various medians, parkways, parks, slopes, greenbelt areas and other natural areas for the City of Corona Dept. of Water and Power. Services include tree trimming, mowing, edging, chemical, manual and mechanical weed control, blowing, debris pickup etc. We provide all trained personnel with proper safety equipment, power equipment, vehicles, and other materials and equipment necessary to the complete the service within the City's guidelines and satisfaction.



## *Landscape and Tree Company*

### **Experience continued**

#### **Similar Experience to the Landscape Maintenance Services West Area 2014-PA020**

Since 2012, our company has provided month-to-month landscape, grounds and tree maintenance services to various sites owned and maintained by the County of Riverside Economic Development Agency (EDA). Services include tree trimming, mowing, edging, chemical, manual and mechanical weed control, blowing, debris pickup etc. We provide all labor with proper safety equipment, power equipment, vehicles, and other materials and equipment necessary to complete the jobs with the County's satisfaction.

#### **Minimum Mandatory Requirements**

Orozco Landscape and Tree Company has compiled with the Minimum Mandatory Requirements in part 1, Section 1. B. 1) Orozco Landscape and Tree Company has 15 years of experience providing landscape maintenance services similar to the landscape maintenance services requested in the request for proposals. 2) The onsite supervisor/foreman of the crew has over 5 years experience in providing landscape maintenance services similar to the services requested on the request for proposal; see attached resumes for our key personnel. Some of our current employees and assigned onsite supervisor's/foremen have been working with the Los Angeles County Dept. of Public Works for the past six years with previous contracts. 3) Orozco Landscape and Tree Company have a current and valid State Contractors License Class C27, D49-C61 valid until 2015. Orozco Landscape holds a current and active Maintenance Gardener Pest Control Business License issued by the California Dept. of Pesticide Regulation. Our operations manager, Carlos Orozco, holds a valid and active Qualified Applicator License issued by the state of California Dept. of Pesticide Regulation. 4) Orozco Landscape will not subcontract any portion of this contract and will conduct all work

#### **Other Services We Provide**

We currently have month-to-month property maintenance care service contracts with several of our customers. Services include regular lawn mowing, blowing, edging, debris pick up, and weed abatement. We conduct these services to shopping centers, apartment complex's and commercial properties including municipalities.

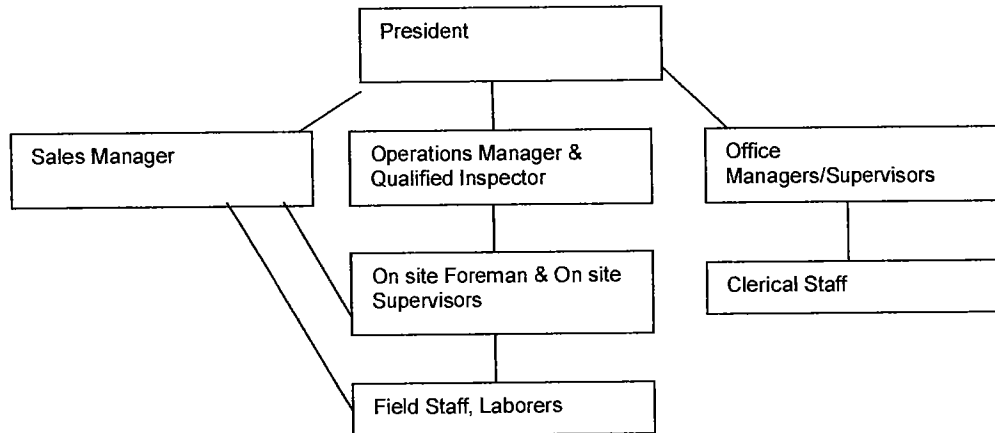
We have other comprehensive landscape, tree and irrigation services, which include:

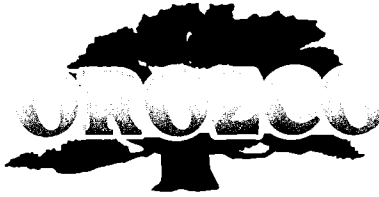
- Shrubbery and Tree Trimming (up to 100')
- Tree Take Downs and Removals
- Tree Stump Removals
- Cabling and Bracing, Thinning and Shaping, Crown Reduction
- Spring and Fall Clean-ups
- Plant and Tree Installation
- Debris Removal
- Roll-Off Service
- Tractor Service
- Brush Clearance
- Chemical and Mechanical Weed Abatement
- Mulch and Soil Installation
- Fertilization Programs
- Aeration
- Seeding
- Soil PH Test and Adjustment
- Pressure Washing and Graffiti Removal
- Irrigation Installation
- Irrigation Repair and/or Replacement
- Irrigation Troubleshooting
- Backflow Testing



*Landscape and Tree Company*

**Organizational Chart**





## *Landscape and Tree Company*

### **Jose J. Orozco**

1419 S. East End Ave  
Pomona, Ca 91766  
909-623-8287

### **Experience**

- March 1999 is when Jose formed Orozco Landscape and Tree Co.
- Due to Jose's expertise, Orozco Landscape has been successful for 15 years
- Jose has over 25 years experience in the landscape maintenance industry including but not limited to: chemical, mechanical, and manual weed abatement, tree, shrub, & turf maintenance, tree trimming, tree removals including flush cut removals and stump grinding, irrigation repair, testing and installation, pest & insect control & litter and leaf removal.
- Jose values teamwork, so Orozco Landscape has reliable full time employees.
- Jose manages a thorough hiring process, therefore, Orozco Landscape has employees that have landscape and tree maintenance experience. The employees also have labor, irrigation, weed abatement, and tree trimming experience.
- Jose has worked with the Los Angeles County Department of Public Works for several years now and is well aware of their procedures and regulations.
- With Jose overseeing the crews, Orozco Landscape and Tree Company has successfully completed all of their contracts including past contracts with the Los Angeles Department of Public Works including the Channel Right of Way Clearing West Maintenance Area in 2006 through 2013 service contracts and the Channel Right of Way Clearing East Maintenance Area in 2009 through 2014 service contracts.
- Jose has implemented standard safety practices and quality control into his company.
- Jose will make recommendations at job sites using ISA Arborist standards for safe and successful completion of the Landscape Maintenance Contract West Area.

### **Certifications**

- I. S.A. Certified Arborist #WE7108A
- Jose has a Commercial Drivers License

### **Employment History**

- Orozco Landscape and Tree Co.- Pomona, Ca  
**Owner/Operator, 1999 to present**

### **References**

- Available upon request

**CALIFORNIA** COMMERCIAL DRIVER LICENSE

CL. A

EXP 12/31/2017

LN OROZCO


FN JOSE JESUS

DOB

RSTR NONE

CLASS A

END NONE



SEX M HAIR BRN EYES BRN

HGT 5-06" WGT 170 LB

ISS: 11/06/2012

DD 11/16/2007 632RB/AAF0/17

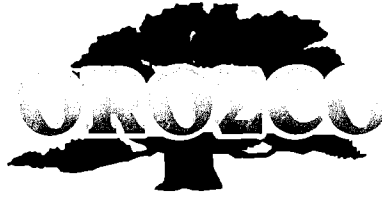


International Society of Arboriculture™  
ISA Certified Arborist®

Jose Orozco

Certificate Number: WE-7108A  
Expiration Date: Dec 31, 2016





## *Landscape and Tree Company*

### **Robert Cisneros**

1419 S. East End Ave  
Pomona, Ca 91766  
909-623-8287

### **Experience**

- Robert has over 35 years experience in the landscape maintenance industry including but not limited to: chemical, mechanical, and manual weed abatement, tree, shrub, & turf maintenance, tree trimming, tree removals including flush cut removals and stump grinding, irrigation repair, testing and installation, pest & insect control & litter and leaf removal.
- Robert has been in management in landscaping services for over 25 years
- Robert completes thorough reference checks during hiring, so Orozco Landscape can have reliable full time employees.
- Robert manages a group of employees at certain job sites and conducts site inspections to verify that sites are up to par and that standard safety practices and quality control are being implemented into this company.
- Due to Roberts thorough reference check during hiring, Orozco Landscape has employees that have landscape and tree maintenance experience. The employees also have labor, irrigation, weed abatement, pesticide application, and tree trimming experience.
- Robert has successfully recruited laborers that are able to complete the Landscape Maintenance Services West Area for the Los Angeles County Department of Public Works. Robert has used several of the same employees in past Los Angeles County Dept. of Public Works service contracts so employees are well aware of LA County DPW guidelines
- Robert will make recommendations at the jobsite using ISA Arborist standards for the safe and successful completion of landscape and tree maintenance service to each job site

### **Certifications**

- I. S.A. Certified Arborist #WC5164A
- Qualified Applicator Certificate with the Department of Pesticide Regulation #82235

### **Employment History**

- Orozco Landscape and Tree Co.- Pomona, Ca  
**Manager/Sales, 2004 to present**

### **References**

- References are available on request



International  
Society  
of Arboriculture™  
ISA Certified Arborist

Robert A. Cisneros

Certificate Number: WE-5164A

Expiration Date: Jun 30, 2015



DEPARTMENT OF PESTICIDE REGULATION  
LICENSING/CERTIFICATION PROGRAM



QUALIFIED APPLICATOR CERTIFICATE

DATE OF ISSUE  
01/01/2013

VALID THROUGH  
12/31/2014

QAC 82235  
ROBERT A CISNEROS

B





## *Landscape and Tree Company*

**Carlos  
Orozco**  
1419 S. East End  
Ave  
Pomona, Ca 91766  
909-623-8287

### **Experience**

- Carlos has 10 years experience in the landscape maintenance industry including but not limited to: chemical, mechanical, and manual weed abatement, tree, shrub, & turf maintenance, tree trimming, tree removals including flush cut removals and stump grinding, irrigation repair, testing and installation, pest & insect control & litter and leaf removal.
- Carlos has managed employees for over 8 years
- Orozco Landscape currently has reliable full time employees. Carlos manages a group of employees at certain job sites and conducts site inspections to verify that sites are up to par and that standard safety practices and quality control are being implemented into this company.
- Carlos overlooks all work including irrigation repairs that are completed for our customers. He has experience in drip line systems, smart water controllers and weather sensor controllers.
- Carlos has a commercial driver's license.
- Carlos has successfully laborers that are able to complete the Landscape Maintenance Services West Area for the Los Angeles County Department of Public Works. Carlos has used several of the same employees in past Los Angeles County Dept. of Public Works service contracts so employees are well aware of LA County DPW guidelines
- Carlos will make recommendations at the jobsite using ISA Arborist standards for the safe and successful completion of landscape and tree maintenance service to each job site
- Carlos has monitored past Los Angeles County Dept. of Public Works Contracts making sure Orozco Landscape and Tree Company followed all contract requirements
- Carlos is the designated qualified inspector for the Quality Assurance Program. Carlos will make sure Orozco Landscape's quality assurance program is being followed with all work being done as stated in the contract guidelines. Carlos makes sure all ISA Arborist recommendations are being followed at the job site, all chemical applications are applied by a qualified applicator only and all the proper BMP's are being applied to make the job go smoothly with the least work noise possible and to not cause a nuisance to our customers and the public.

### **Employment History**

- Orozco Landscape and Tree Co.- Pomona, Ca  
**Operations Manager- 2004 to present**

### **Certifications**

- Qualified Applicator License with the Department of Pesticide Regulation. # 120688
- ISA Certified Arborist WE-9882A
- Certified Irrigation Repair Technician
- Certified Backflow tester #10940
- Smart Water Certified Manager
- Certified with the Recycled Water On Site Supervisor Training with the Inland Empire Utilities Agency
- Landscape Industry Certified Technician with California Landscape Contractors Association #275143
- J.J. Mauget Tree Injector Units Training 12-0063X

### **References**

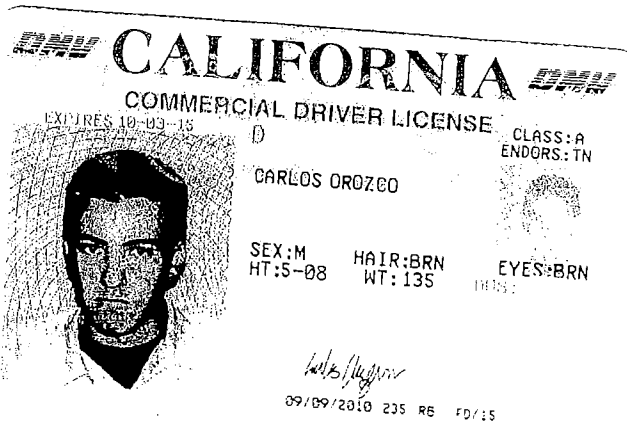
- References are available on request



International  
Society  
of Arboriculture™  
ISA Certified Arborist®

Carlos Orozco

Certificate Number: WE-9882A  
Expiration Date: Dec 31, 2015



dpr DEPARTMENT OF PESTICIDE REGULATION  
LICENSING/CERTIFICATION PROGRAM



QUALIFIED APPLICATOR LICENSE  
DATE OF ISSUE 01/01/2014  
QAL 120688  
CARLOS OROZCO  
1419 S EAST END AVENUE  
POMONA CA 91766  
VALID THROUGH 12/31/2015  
ABCDF





Irrigator Technical Training School

# Certified Irrigation Repair Technician

This is to Certify that

**Carlos Orozco**

has attended and successfully completed the

Basic Irrigation Training for the following classes:

1. Wire Tracking & Electrical Troubleshooting - 2. Controller Programming, Maintenance, & Scheduling
- 3. Valve Repair & Maintenance - 4. Water Management - 5. Pipe Fitting and Maintenance - 6.
- Irrigation Field Hydraulics - 7. Backflow Maintenance and Repair - 8. Master Valves Maintenance & Repair - 9. Basic Pump Maintenance & Repair -
10. Soldering & Brazing Maintenance & Repair

Certificate is valid for one year from date of presentation

Date 5/15/09

Instructor's Signature:

# Certificate of Attendance

## Recycled Water Onsite Supervisor Training

The Inland Empire Utilities Agency certifies that

**Carlos Orozco**

attended the required Recycled Water Supervisor Training held at the offices of the  
Inland Empire Utilities Agency District  
6075 Kimball Avenue, Chino, CA 91708



Mir Fattahi, PE, Instructor

December 17, 2009



Inland Empire Utilities Agency  
A MUNICIPAL WATER DISTRICT



Irrigator Technical Training School

# Smart Water Certified Manager

This is to Certify that

**Carlos Orozco**

has attended and successfully passed Smart Water Certified Manager classes:  
#601 Relationship Between Soil & Watering - #602 Smart Plant Selection - #603 Smart  
Hydraulics - #604 Fertilization: Organic vs. Inorganic - #605 Composting & Mulch - #606  
Irrigation Efficiency - #607 Sprinkler & Drip Retrofitting - #608 Plan Reading & Application -  
#609 Smart Water Controller Programming - #610 Irrigation Plan

Date February 26, 2010

Certificate is valid for one year from date of presentation.

Instructor's Signature:

# landscape industry certified



December 10, 2012

Carlos Orozco  
Orozco Landscape and Tree Company  
1419 South East End Avenue  
Pomona, CA 91766

ID: 275143

Dear Carlos,

Thank you for your recent recertification. We commend you for your commitment to maintaining your PLANET certification every two years through the recertification process. Please find your updated wallet card that reflects the new good-through date below.

Continuing education and industry service are critical to maintaining the active status of your PLANET certification. As you know, these activities are measured in Continuing Education Units (CEUs), and you are required to report 24 CEUs earned during your two-year cycle to maintain the active status of your certification. Your next recertification is due on or before December 31 at the end of your two-year certification renewal cycle as indicated by your good-through date.

Details on the recertification process including a recertification requirements list and frequently asked questions are available on PLANET's Web site in the Recertification Center at [www.landcarenetwork.org/certification/recertification.cfm](http://www.landcarenetwork.org/certification/recertification.cfm). Please visit often for updates and information. A CEU submission form is enclosed for your convenience—this form is also located online. This completed form and your recertification fee are all that you need to send to PLANET on or before your good-through date – you do not need to send in documentation unless requested per a random recertification audit. Please keep your attendance documentation on file.

If you have questions on the recertification process or would like information on other PLANET certification programs, please do not hesitate to contact PLANET at (800) 395-2522.

Again, congratulations!

Sincerely,

Michael Becker  
Landscape Industry Certified Manager  
Chair, International Certification Council

***P.S. Promote that you are Landscape Industry Certified! Here's the link to your marketing toolkit:***  
[www.landcarenetwork.org/certification/promotiontoolkit](http://www.landcarenetwork.org/certification/promotiontoolkit)



**Carlos Orozco**  
Exterior Technician  
Irrigation

*Recertify by 12/31/2014*

**QUALIFIED • CONFIDENT • RECOGNIZE**



**Carlos Orozco**  
Exterior Technician  
Irrigation

*Recertify by 12/31/2014*

**QUALIFIED • CONFIDENT • RECOGNIZE**



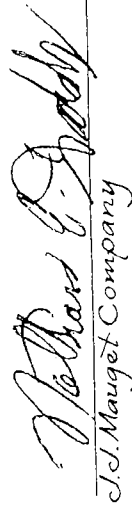
This is to certify  
that

CARLOS OROZCO

has successfully completed a  
course of instruction in the proper  
use of Mauget Tree Injector Units  
with the exception of  
Restricted Use Pesticides.

  
Authorized by



  
Nathaniel G. Mauget  
J.C. Mauget Company



## *Landscape and Tree Company*

### **Brandon Orr**

1419 S. East End  
Ave  
Pomona, Ca 91766  
909-623-8287

#### **Experience**

- Brandon has over 5 years experience in the landscape maintenance industry including mowing, edging, blowing, debris pick up, brush clearance, plant and tree installation, mechanical, chemical and manual weed abatement, tree trimming, tree removals, irrigation testing, repair and maintenance, litter and leaf removal etc.
- Brandon has attended and successfully passed the Certified Irrigation Repair Technician classes at Irrigator Technical Training School in which includes: wire tracking & electrical troubleshooting, controller programming, maintenance, and scheduling, valve repair and maintenance, water management, pipe fitting and maintenance, irrigation field hydraulics, backflow maintenance and repair, and master valves maintenance and repair.
- Brandon has experience in working with drip line systems, smart water controllers and weather sensor controllers.
- Brandon overlooks irrigation work that is completed for our customers.

#### **Employment History**

- Orozco Landscape and Tree Co.- Pomona, Ca  
**Irrigation Technician** 2010 to present

#### **Certifications**

- Certified Irrigation Repair Technician

#### **References**

- References are available on request



Irrigator Technical Training School

# Certified Irrigation Repair Technician

This is to Certify that

**Brandon Orr**

has attended and successfully passed Certified Irrigation Repair Technician classes:

1. Wire Tracking & Electrical Troubleshooting - 2. Controller Programming, Maintenance, & Scheduling -
3. Valve Repair & Maintenance - 4. Water Management - 5. Pipe Fitting and Maintenance -
6. Irrigation Field Hydraulics - 7. Backflow Maintenance and Repair -
8. Master Valves Maintenance & Repair - 9. Basic Pump Maintenance & Repair -
10. Soldering & Brazing Maintenance & Repair

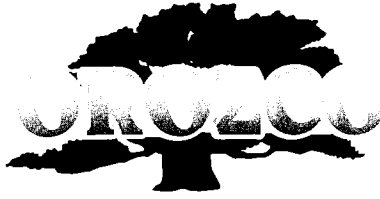
Certificate is valid for one year from date of presentation.

Instructor's Signature:

*Richard Dault*

Date: 2/25/11

21



## *Landscape and Tree Company*

### **Santiago Ventura**

1419 S. East End  
Ave  
Pomona, Ca 91766  
909-623-8287

#### **Experience**

- Santiago is a trained Round Up pesticide handler
- Santiago has 26 years experience in the landscape maintenance industry including mowing, edging, blowing, debris pick up, brush clearance, plant and tree installation, mechanical, chemical and manual weed abatement, tree trimming, tree removals, irrigation testing, repair and maintenance, litter and leaf removal etc.
- Santiago has over 15 years experience in management in landscaping services
- Santiago manages a group of employees at certain job sites and conducts site inspections to verify that sites are up to par and that standard safety practices and quality control are being implemented into this company.
- Santiago has experience in managing crews and conducting work at previous Los Angeles County DPW contracts and guided his crew to complete operations safely and efficiently within contract guidelines.

#### **Employment History**

- Orozco Landscape and Tree Co.- Pomona, Ca  
**Manager/Foreman, 2005 to present**

#### **References**

- References are available on request



## *Landscape and Tree Company*

### **Servando Espinoza**

1419 S. East End  
Ave  
Pomona, Ca 91766  
909-623-8287

#### **Experience**

- Servando is a trained Round Up pesticide handler
- Servando has 23 years experience in the landscape maintenance industry including mowing, edging, blowing, debris pick up, brush clearance, plant and tree installation, mechanical, chemical and manual weed abatement, tree trimming, tree removals, irrigation testing, repair and maintenance, litter and leaf removal etc.
- Servando has over 15 years experience in management in the landscape industry
- Servando manages a group of employees at certain job sites, while overlooking all work that is completed for our customers.
- Servando has experience in managing crews and conducting work at previous Los Angeles County DPW contracts and guided his crew to complete operations safely and efficiently within contract guidelines.

#### **Employment History**

- Orozco Landscape and Tree Co.- Pomona, Ca  
**Manager/Foreman, 2006 to present**

#### **References**

- References are available on request



## *Landscape and Tree Company*

### **Lisa Orozco**

1419 S. East End  
Ave  
Pomona, Ca 91766  
909-623-8287

#### **Experience**

- March 1999 is when Jose formed Orozco Landscape and Tree Co. with the assistance from Lisa
- Orozco Landscape has been successful for 15 years
- Lisa oversees all applications received from employees, inputs the information in our computer and processes payroll with assistance from office staff
- Lisa manages all insurance renewals and audits for Orozco Landscape, to include auto liability, general liability and workers compensation insurance.

#### **Employment History**

- Orozco Landscape and Tree Co.- Pomona, Ca  
**C.F.O./ Office Manager**, 1999 to present

#### **References**

- References are available on request



## *Landscape and Tree Company*

### **Jose Mendez**

1419 S. East End  
Ave  
Pomona, Ca 91766  
909-623-8287

#### **Experience**

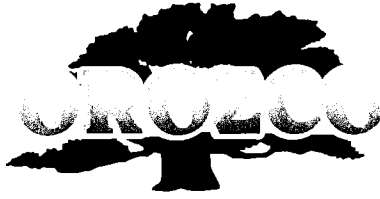
- Jose is a Round Up trained pesticide handler
- Jose has over 37 years experience in the landscape maintenance industry including mowing, edging, blowing, debris pick up, brush clearance, plant and tree installation, mechanical, chemical and manual weed abatement, tree trimming, tree removals, irrigation testing, repair and maintenance, litter and leaf removal etc.
- Jose is familiar in testing drip line systems, smart water controllers and weather sensor controllers.
- Jose manages a group of employees at certain job sites, while overlooking all work that is completed for our customers. Jose has over 15 years experience in managing employees
- Jose has experience in managing crews and conducting work for previous Los Angeles County DPW contracts and guided his crew to complete operations safely and efficiently within contract guidelines.

#### **Employment History**

- Orozco Landscape and Tree Co.- Pomona, Ca  
**Manager/Foreman**, 2005 to present

#### **References**

- References are available on request



## *Landscape and Tree Company*

### **Jose Manuel De La Torre**

1419 S. East End  
Ave  
Pomona, Ca 91766  
909-623-8287

#### **Experience**

- Jose Manuel is a Round Up trained pesticide handler
- Jose Manuel has over 35 years experience in the landscape maintenance industry including mowing, edging, blowing, debris pick up, brush clearance, plant and tree installation, mechanical, chemical and manual weed abatement, tree trimming, tree removals, irrigation testing, repair and maintenance, litter and leaf removal etc..
- Jose Manuel has experience in conducting work for previous Los Angeles County DPW contracts and guided his crew to complete operations safely and efficiently within contract guidelines.

#### **Employment History**

- Orozco Landscape and Tree Co.- Pomona, Ca  
**Laborer**, 2004 to present

#### **References**

- References are available on request





## *Landscape and Tree Company*

### **Abelardo Lazaro**

1419 S. East End  
Ave  
Pomona, Ca 91766  
909-623-8287

#### **Experience**

- Abelardo is a Round Up trained pesticide handler
- Abelardo has over 21 years experience in the landscape maintenance industry including mowing, edging, blowing, debris pick up, brush clearance, plant and tree installation, mechanical, chemical and manual weed abatement, tree trimming, tree removals, irrigation testing, repair and maintenance, litter and leaf removal etc..
- Abelardo has over 10 years experience in management in landscaping services
- Abelardo manages a group of employees at certain job sites, while overlooking all work that is completed for our customers.
- Abelardo has experience in managing crews and conducting work for previous Los Angeles County DPW contracts and guided his crew to complete operations safely and efficiently within contract guidelines.

#### **Employment History**

- Orozco Landscape and Tree Co.- Pomona, Ca  
**Manager/Foreman**, 2008 to present

#### **References**

- References are available on request



## *Landscape and Tree Company*

### **Diego Leal**

1419 S. East End  
Ave  
Pomona, Ca 91766  
909-623-8287

#### **Experience**

- Diego is a Round Up trained pesticide handler
- Diego has over 25 years experience in the landscape maintenance industry including mowing, edging, blowing, debris pick up, brush clearance, plant and tree installation, mechanical, chemical and manual weed abatement, tree trimming, tree removals, irrigation testing, repair and maintenance, litter and leaf removal etc.
- Diego has experience in conducting work for previous Los Angeles County DPW contracts and guided his crew to complete operations safely and efficiently within contract guidelines.

#### **Employment History**

- Orozco Landscape and Tree Co.- Pomona, Ca  
**Laborer**, 2008 to present

#### **References**

- References are available on request



## *Landscape and Tree Company*

### **Jose Tapia**

1419 S. East End  
Ave  
Pomona, Ca 91766  
909-623-8287

#### **Experience**

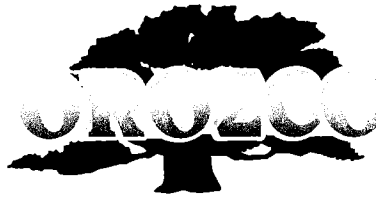
- Jose is a Round Up trained pesticide handler
- Jose has over 25 years experience in the landscape maintenance industry including mowing, edging, blowing, debris pick up, brush clearance, plant and tree installation, mechanical, chemical and manual weed abatement, tree trimming, tree removals, irrigation testing, repair and maintenance, litter and leaf removal etc.
- Jose has over 15 years experience in management in landscaping services
- Orozco Landscape has reliable full time employees. Jose manages a group of employees at certain job sites, while overlooking all work that is completed for our customers.

#### **Employment History**

- Orozco Landscape and Tree Co.- Pomona, Ca  
**Manager/Foreman, 2009 to present**

#### **References**

- References are available on request



*Landscape and Tree Company*

**Jesus Tapia**

1419 S. East End  
Ave  
Pomona, Ca 91766  
909-623-8287

**Experience**

- Jesus is a Round Up trained pesticide handler
- Jesus has over 25 years experience in the landscape maintenance industry including mowing, edging, blowing, debris pick up, brush clearance, plant and tree installation, mechanical, chemical and manual weed abatement, tree trimming, tree removals, irrigation testing, repair and maintenance, litter and leaf removal etc.
- Jesus has over 15 years experience in management in landscaping services
- Orozco Landscape has reliable full time employees. Jesus manages a group of employees at certain job sites, while overlooking all work that is completed for our customers.

**Employment History**

- Orozco Landscape and Tree Co.- Pomona, Ca  
**Manager/Foreman, 2008 to present**

**References**

- References are available on request



## *Landscape and Tree Company*

### **Jose Ramirez**

1419 S. East End  
Ave  
Pomona, Ca 91766  
909-623-8287

#### **Experience**

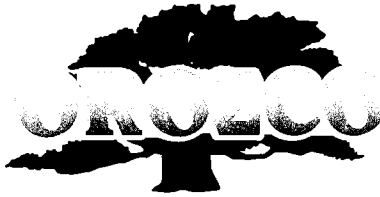
- Jose is a trained Round Up pesticide handler
- Jose has over 25 years experience in the landscape maintenance industry including mowing, edging, blowing, debris pick up, brush clearance, plant and tree installation, mechanical, chemical and manual weed abatement, tree trimming, tree removals, irrigation testing, repair and maintenance, litter and leaf removal etc.
- Jose has over 35 years experience in the landscape maintenance industry including mowing, edging, blowing, weed abatement, debris pick up, brush clearance, plant and tree installation etc.
- Jose has experience in conducting work has experience in conducting work for previous Los Angeles County DPW contracts and guided his crew to complete operations safely and efficiently within contract guidelines.

#### **Employment History**

- Orozco Landscape and Tree Co.- Pomona, Ca  
Laborer, 2008 to present

#### **References**

- References are available on request



## *Landscape and Tree Company*

### **J. Jesus Gonzalez**

1419 S. East End  
Ave  
Pomona, Ca 91766  
909-623-8287

#### **Experience**

- Jesus has over 30 years experience working in the landscape maintenance industry including mowing, edging, blowing, debris pick up, brush clearance, plant and tree installation, mechanical, chemical and manual weed abatement, tree trimming, tree removals, irrigation testing, repair and maintenance, litter and leaf removal etc.
- Jesus specializes in irrigation repair and installation, irrigation testing, irrigation troubleshooting and all other irrigation specified areas. He also specializes in drip line systems, smart water controllers and weather sensor controllers.
- Jesus overlooks work including irrigation testing and repairs completed for our customers.

#### **Employment History**

- Orozco Landscape and Tree Co.- Pomona, Ca  
**Laborer**, 2010 to present

#### **References**

- References are available on request



## *Landscape and Tree Company*

### **Work Plan**

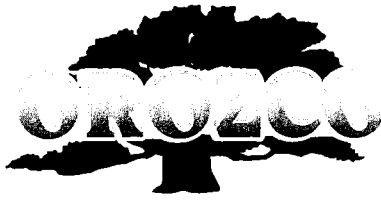
#### **Initial Research and First Hand Experience**

Orozco Landscape can meet the performance requirement set forth by the Los Angeles County Department of Public Works. Orozco Landscape has several years of experience working with the Los Angeles County Department of Public Works; we have completed previous contracts including the Channel Right of Way Clearing for several channels in the East, and West Maintenance Areas since 2006 while following all contract guidelines. Orozco Landscape and Tree Company are familiar and understand the requirements for completing the landscape maintenance services with the County of Los Angeles Dept. of Public Works. We are familiar with handing in dump tickets and report forms to the Public Works Representative.

When the bid packages were released, our management reviewed all specs and noted all areas covered under this contract. Our company representatives read in detail all the specific instructions for each unique work location. Orozco Landscape's management personnel then drove to analyze each work location listed in order to review the specifications, requirements and drawings that were attached to the bid document. Our company representatives noted the current condition of each site, taking special notes on what needed to be done at each work location they visited. Items noted include: locations of dead, weak, insect infested, diseased or damaged branches or limbs; areas of erosion greater than 6 inches discovered on the channel back slope; locations where trees, shrubs or vines are missing, fallen or dead; encroachment on adjacent properties not providing the required vertical clearance; replacement of missing or damaged tree stakes on trees that are over 3 inches in diameter; shrubbery and vines on adjacent roads or walkway exceeding the maximum height of 4 feet. Ground covers adjacent to roadways growing onto paved surfaces; weeds in all landscape areas will be noted and also will be documented with the best means of completion either by chemical, hand or mechanical approach. Any littered areas will be noted and any excessive wetness areas will be noted. Orozco Landscape's management personnel also noted if there was a vehicular access road or a walk access road at that specific work location that needed clearance.

#### **Management Preparation**

Once the contract is awarded to Orozco Landscape, and the Notice to Proceed is received, a meeting will be called with the Dept. of Public Works Representative to discuss any priority items. Once the items are discussed and reviewed by Orozco Landscape and the Dept. of Public Works Representative (PWR), a meeting can be set up with the PWR on site prior to commencing work at any location; Orozco Landscape will report no later than 24 hours after being notified about the meeting. After the meeting with the Dept. of Public Works Representative, our management personnel will call a meeting with the onsite foreman/supervisor that will be in charge of the crew assigned. Orozco Landscape's management personnel will go over the notes of each work location beginning with any priority items; they will all discuss and review the plans, specifications, and requirements for the contract. They will discuss what they saw during their visit to the site and discuss in detail the information in the specs. Most of the personnel we have on staff, and staff assigned to the crew is the same personnel that completed the East and West Maintenance Area Channels in 2006 through the present year and same staff that completed the San Gabriel River Clearing in 2010, so they will provide their input of their own knowledge of working on environmentally sensitive areas.



## *Landscape and Tree Company*

### **Work Plan continued: Management Preparation**

All the management personnel in charge of the crews are familiar with all the physical, and climate conditions of each work location. Each management personnel carefully examined the specifications, requirements and drawings of all the sites under this contract. All of the assigned management personnel will go analyze the priority items (if any) and note their condition, what needs to be done and the boundary of each location order to discuss with the assigned crew the safest way to complete the maintenance to the utmost satisfaction of the public works representative while following all contract guidelines and following all applicable laws.

After reviewing the work location, the assigning (staffing plan) begins. The assigned onsite supervisor/foreman that speaks reads and writes English will recruit laborers. Each management team member has nine or more years experience in supervising landscaping services. The onsite foremen/ supervisors will guide the laborers at each job site making sure all contract guidelines are being followed, all arborist recommendations are being followed, all BMP's are being followed, and they will make sure the landscape maintenance is done in the safest way with noise at a minimum and with the least possible nuisance to our customers and public. The assigned quality inspector, the onsite supervisor/foreman his crewmembers will adhere to the attached maintenance schedule.

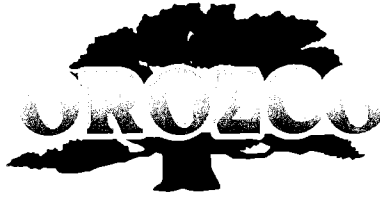




## *Landscape and Tree Company*

### Orozco Landscapes Maintenance Schedule for Landscape Maintenance Services - West Area

Maintenance Item	Frequency of Item to be completed by Orozco Landscape (subject to change due to conditions of work site, weather etc.)
Removal of dead, diseased, insect infested, damaged branches and limbs from trees	As needed
Prevent encroachment on adjacent property to maintain proper vertical clearance: 7 feet for pedestrian access ways and 14 feet vehicular roadways	As needed
Trimming of Elm, Eucalyptus and Pepper Trees	Every two years, beginning first contract year
Trimming of all other trees	Every three years, beginning first contract year
Monitoring of tree stakes & ties. Replace missing or damaged stakes where tree is less than 3 inches	Monitor monthly, replace as needed
Trim shrubbery and vines to a max. height of 4 feet	As needed
Trim shrub at access gates. max. height of 4 feet	Minimum once a year in March, as needed rest of year
Prune groundcover adjacent to roadways	Two times a year in March and September
Trim vines and ornamental grass	Once a year in September
Trim vines in bicycle trail	Two times a year In March and September
Trim vines on channel side of wall, cannot hang more than 2 feet below top of wall	Once a year In September
During every visit keep landscaped areas, rock, gravel areas and stream and pond areas free of weed at all times	Each maintenance visit.
Replenish Mulch, depth of 3-4 inches	Annually
Litter control	Weekly
Restock, dispose of Pet Litter Bag dispensers	Weekly
Empty, clean trash can receptacles	Once a week
Rescheduling of irrigation controller systems	Two times a year in Spring and Fall
Turn on manually malfunctioning irrigation system	For 30 days, minimum once per week.
Test each irrigation system, report malfunctions on maintenance report	Monthly, or more as needed
Inspect, clean mainline filters, wye strainers, basket filters, filters at backflow devices,	Two times per year. report to contract manager and report on monthly report
Inspect bubbler heads in vine pockets	Monthly, clean and replace as needed
Inspect drip line emitters	Clean or replace as needed
Recover and refasten removed valve box covers	As needed, report missing lids to contract manager
Maintain all slopes to prevent erosion	As needed, report erosion over 6 inches deep to contract manager at end of each week and also report on monthly report



*Landscape and Tree Company*

**Orozco Landscapes Maintenance Schedule for "As needed" Landscape Maintenance Services - West Area**

Maintenance Item	Frequency of Item to be completed by Orozco Landscape (subject to change due to conditions of work site, weather etc.)
Turn on manually malfunctioning irrigation system over 30 days	As needed with contract manager approval, minimum once per week.
Irrigation System Repairs	As needed with contract manager approval
Emergency Call out for emergency irrigation repairs	As needed with contract manager approval
Replace Dead or damaged plant materials	Twice a year, beginning of rainy season in September and beginning of Spring season March. As needed with contract manager approval
Major tree trimming: Tree, stump and root removals under direction of ISA Certified Arborist.	As needed with contract manager approval
After hours emergency to shut off water	As needed with contract manager approval
Hydro seeding services	As needed with contract manager approval, inspect hydro seeded slopes and areas weekly before and after rainfall events
Dunsmuir Sediment Placement Site (per addendum 1) - remove weeds from planted seeded slopes monthly	Monthly between February and July, with contract manager approval  Monthly between September and December, with contract manager approval
Dunsmuir Sediment Placement Site (per addendum 1) -remove debris / tumbleweeds from perimeter Fence Line of property along Markridge Road and the road leading to Deukmejian Park (southern and eastern sides of property)	As needed with contract manager approval
Dunsmuir Sediment Placement Site (per addendum 1) Run a system test on the irrigation system each month to make sure all areas are functioning	Monthly with contract manager approval

Orozco Landscape and Tree Company

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Maintenance schedule for Landscape Maintenance Services West Area 2014-PA020

Jobsite: Calabasas Creek at Hatteras Street/Fallbrook Avenue(southwest corner) Canoga Park

	Service Day (Approximate)					
Employee Description	Monday	Tuesday	Wednesday	Thursday	Friday	
Irrigation Technician	1.25 hours					
Laborer	1.25 hours					
Approximate Man Hours	2.5 man hours					
*this table is an approximation. Once awarded, Orozco Landscape will reinspect each job site's condition to determine actual schedule						

Inspect jobsite for any unsafe or hazardous conditions.

Report to PWR immediately.

Tree Maintenance:

- remove dead/damaged branches and tree limbs
- prevent encroachment on adjacent property allowing 7 feet pedestrian access
- prevent encroachment on adjacent property allowing 14 feet vehicular access
- if applicable, prune Elm, Eucalyptus, and Pepper Trees
- if applicable, prune all other trees
- monitor tree stakes and ties

Shrubbery/Vines Maintenance:

- trim vines and shrubs to maximum height of 4 feet
- trim shrubs at access gate to maximum height of 4 feet
- trim vines in bicycle trail
- trim vines on channel side of wall, do not let hang longer than 2 feet below top of wall

Groundcover Maintenance:

- prune groundcover adjacent roadways giving it a "natural look"

Ornamental Grass Maintenance:

- trim ornamental grass

Weed Control:

- keep landscaped areas of rock, gravel, ponds and streams weed free
- is mulch at a depth of 3-4 inches?
- chemical pre emergent herbicide, approved by PWR, applied by CA licensed applicator

Litter Control:

- keep areas free of debris, includes dog feces
- restock/dispose of pet litter bag dispensers
- empty, clean trash receptacles, and restock liners
- Irrigation system and watering management-
- test irrigation system to make sure it has proper function
- investigate areas of excessive wetness
- consider season and weather when rescheduling controllers
- turn off system after weather when soil has high moisture
- run a faulty irrigation system manually at least once a week for 30 days
- replace/clean faulty bubbler heads and risers
- repair/replace drip line or emitters
- inspect and clean filters for drip system and mainlines, basket filters & filters at backflow devices
- recover and refasten removed valve box covers
- report worn out filters and missing valve box covers to PWR

Rodent Control:

- maintain area free of rodents in shrubs, groundcover, trees, and irrigation systems
- rodenticide, approved by PWR, applied by CA licensed applicator

Monthly Maintenance Report:

- record all seasonal, periodic and additional work and maintenance functions performed by Orozco Landscape

Note any as needed items completed:

Comments:

Orozco Landscape and Tree Company

Maintenance schedule for Landscape Maintenance Services West Area 2014-PA020  
 Jobsite: Aliso Creek on Wilbur Ave north of Lanark Street, Reseda

	Service Day (Approximate)					
Employee Description	Monday	Tuesday	Wednesday	Thursday	Friday	
Irrigation Technician	1 hr					
Laborer	1 hr					
Approximate Man Hours	2 man hours					
*this table is an approximation. Once awarded, Orozco Landscape will reinspect each job site's condition to determine the actual schedule						

Inspect jobsite for any unsafe or hazardous conditions.  
 Report to PWR immediately.

**Tree Maintenance:**

- remove dead/damaged branches and tree limbs
- prevent encroachment on adjacent property allowing 7 feet pedestrian access
- prevent encroachment on adjacent property allowing 14 feet vehicular access
- if applicable, prune Elm, Eucalyptus, and Pepper Trees
- if applicable, prune all other trees
- monitor tree stakes and ties

**Shrubbery/Vines Maintenance:**

- trim vines and shrubs to maximum height of 4 feet
- trim shrubs at access gate to maximum height of 4 feet
- trim vines in bicycle trail
- trim vines on channel side of wall, do not let hang longer than 2 feet below top of wall

**Groundcover Maintenance:**

- prune groundcover adjacent roadways giving it a "natural look"

**Ornamental Grass Maintenance:**

- trim ornamental grass

**Weed Control:**

- keep landscaped areas of rock, gravel, ponds and streams weed free
- is mulch at a depth of 3-4 inches?
- chemical pre emergent herbicide, approved by PWR, applied by CA licensed applicator

**Litter Control:**

- keep areas free of debris, includes dog feces
  - restock/dispose of pet litter bag dispensers
  - empty, clean trash receptacles, and restock liners
- Irrigation system and watering management-**
- test irrigation system to make sure it has proper function
  - investigate areas of excessive wetness
  - consider season and weather when rescheduling controllers
  - turn off system after weather when soil has high moisture
  - run a faulty irrigation system manually at least once a week for 30 days

**replace/clean faulty bubbler heads and risers**

- repair/replace drip line or emitters
- inspect and clean filters for drip system and mainlines, basket filters & filters at backflow devices
- recover and refasten removed valve box covers
- report worn out filters and missing valve box covers to PWR

**Rodent Control:**

- maintain area free of rodents in shrubs, groundcover, trees, and irrigation systems
- rodenticide, approved by PWR, applied by CA licensed applicator

**Monthly Maintenance Report:**

- record all seasonal, periodic and additional work and maintenance functions performed by Orozco Landscape
- Note any as needed items completed:

Comments

Orozco Landscape and Tree Company

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Maintenance schedule for Landscape Maintenance Services West Area 2014-PA020

Jobsite: Aliso Creek on San Fernando Mission Blvd, east of Newcastle Ave, Granada Hills

Employee Description	Service Day (Approximate)					
	Monday	Tuesday	Wednesday	Thursday	Friday	
Irrigation Technician	1.25 hrs					
Laborer	1.25 hrs					
Approximate Man Hours	2.5 man hours					

\*this table is an approximation. Once awarded, Orozco Landscape with reinspect each job site's condition to determine the actual schedule

Inspect jobsite for any unsafe or hazardous conditions.  
Report to PWR immediately.

Tree Maintenance:

- remove dead/damaged branches and tree limbs
- prevent encroachment on adjacent property allowing 7 feet pedestrian access
- prevent encroachment on adjacent property allowing 14 feet vehicular access
- if applicable, prune Elm, Eucalyptus, and Pepper Trees
- if applicable, prune all other trees
- monitor tree stakes and ties

Shrubbery/Vines Maintenance:

- trim vines and shrubs to maximum height of 4 feet
- trim shrubs at access gate to maximum height of 4 feet
- trim vines in bicycle trail
- trim vines on channel side of wall, do not let hang longer than 2 feet below top of wall

Groundcover Maintenance:

- prune groundcover adjacent roadways giving it a "natural look"

Ornamental Grass Maintenance:

- trim ornamental grass

Weed Control:

- keep landscaped areas of rock, gravel, ponds and streams weed free
- is mulch at a depth of 3-4 inches?
- chemical pre emergent herbicide, approved by PWR, applied by CA licensed applicator

Litter Control:

- keep areas free of debris, includes dog feces
  - restock/dispose of pet litter bag dispensers
  - empty, clean trash receptacles, and restock liners
- Irrigation system and watering management-
- test irrigation system to make sure it has proper function
  - investigate areas of excessive wetness
  - consider season and weather when rescheduling controllers
  - turn off system after weather when soil has high moisture
  - run a faulty irrigation system manually at least once a week for 30 days

- replace/clean faulty bubbler heads and risers
- repair/replace drip line or emitters

- inspect and clean filters for drip system and mainlines, basket filters & filters at backflow devices
- recover and refasten removed valve box covers
- report worn out filters and missing valve box covers to PWR

Rodent Control:

- maintain area free of rodents in shrubs, groundcover, trees, and irrigation systems

- rodenticide, approved by PWR, applied by CA licensed applicator

Monthly Maintenance Report:

- record all seasonal, periodic and additional work and maintenance functions performed by Orozco Landscape

Note any as needed items completed:

Comments:

Orozco Landscape and Tree Company

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Maintenance schedule for Landscape Maintenance Services West Area 2014-PA020

Jobsite: East Canyon Channel on Rinaldi Street, west of Golden State Freeway (5), Mission Hills

	Service Day (Approximate)					
Employee Description	Monday	Tuesday	Wednesday	Thursday	Friday	
Irrigation Technician	1.5 hours					
Laborer	1.5 hours					
Approximate Man Hours	3 man hours					

\*this table is an approximation. Once awarded, Orozco Landscape with reinspect each job site's condition to determine the actual schedule

Inspect jobsite for any unsafe or hazardous conditions.  
Report to PWR immediately.

Tree Maintenance:

- remove dead/damaged branches and tree limbs
- prevent encroachment on adjacent property allowing 7 feet pedestrian access
- prevent encroachment on adjacent property allowing 14 feet vehicular access
- if applicable, prune Elm, Eucalyptus, and Pepper Trees
- if applicable, prune all other trees
- monitor tree stakes and ties

Shrubbery/Vines Maintenance:

- trim vines and shrubs to maximum height of 4 feet
- trim shrubs at access gate to maximum height of 4 feet
- trim vines in bicycle trail
- trim vines on channel side of wall, do not let hang longer than 2 feet below top of wall

Groundcover Maintenance:

- prune groundcover adjacent roadways giving it a "natural look"

Ornamental Grass Maintenance:

- trim ornamental grass

Weed Control:

- keep landscaped areas of rock, gravel, ponds and streams weed free
- is mulch at a depth of 3-4 inches?
- chemical pre emergent herbicide, approved by PWR, applied by CA licensed applicator

Litter Control:

- keep areas free of debris, includes dog feces
  - restock/dispose of pet litter bag dispensers
  - empty, clean trash receptacles, and restock liners
- Irrigation system and watering management-
- test irrigation system to make sure it has proper function
  - investigate areas of excessive wetness
  - consider season and weather when rescheduling controllers
  - turn off system after weather when soil has high moisture
  - run a faulty irrigation system manually at least once a week for 30 days

- replace/clean faulty bubbler heads and risers
- repair/replace drip line or emitters

- inspect and clean filters for drip system and mainlines, basket filters & filters at backflow devices

- recover and refasten removed valve box covers
- report worn out filters and missing valve box covers to PWR

Rodent Control:

- maintain area free of rodents in shrubs, groundcover, trees, and irrigation systems

- rodenticide, approved by PWR, applied by CA licensed applicator

Monthly Maintenance Report:

- record all seasonal, periodic and additional work and maintenance functions performed by Orozco Landscape

Note any as needed items completed:

Comments:

Orozco Landscape and Tree Company

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Maintenance schedule for Landscape Maintenance Services West Area 2014-PA020

Jobsite: Cheseboro Creek on Agoura Road at Cornell Road, south of Ventura Fwy, Agoura Hills

	Service Day (Approximate)						
Employee Description	Monday	Tuesday	Wednesday	Thursday	Friday		
Irrigation Technician	1 hour						
Laborer	1 hour						
Approximate Man Hours	2 man hours						
*this table is an approximation. Once awarded, Orozco Landscape will reinspect each job site's condition to determine the actual schedule							

Inspect jobsite for any unsafe or hazardous conditions.  
Report to PWR immediately.

**Tree Maintenance:**

- remove dead/damaged branches and tree limbs
- prevent encroachment on adjacent property allowing 7 feet pedestrian access
- prevent encroachment on adjacent property allowing 14 feet vehicular access
- if applicable, prune Elm, Eucalyptus, and Pepper Trees
- if applicable, prune all other trees
- monitor tree stakes and ties

**Shrubbery/Vines Maintenance:**

- trim vines and shrubs to maximum height of 4 feet
- trim shrubs at access gate to maximum height of 4 feet
- trim vines in bicycle trail
- trim vines on channel side of wall, do not let hang longer than 2 feet below top of wall

**Groundcover Maintenance:**

- prune groundcover adjacent roadways giving it a "natural look"

**Ornamental Grass Maintenance:**

- trim ornamental grass

**Weed Control:**

- keep landscaped areas of rock, gravel, ponds and streams weed free
- is mulch at a depth of 3-4 inches?
- chemical pre emergent herbicide, approved by PWR, applied by CA licensed applicator

**Litter Control:**

- keep areas free of debris, includes dog feces
- restock/dispose of pet litter bag dispensers
- empty, clean trash receptacles, and restock liners
- Irrigation system and watering management-
- test irrigation system to make sure it has proper function
- investigate areas of excessive wetness
- consider season and weather when rescheduling controllers
- turn off system after weather when soil has high moisture
- run a faulty irrigation system manually at least once a week for 30 days
- replace/clean faulty bubbler heads and risers
- repair/replace drip line or emitters
- inspect and clean filters for drip system and mainlines, basket filters & filters at backflow devices
- recover and refasten removed valve box covers
- report worn out filters and missing valve box covers to PWR

**Rodent Control:**

- maintain area free of rodents in shrubs, groundcover, trees, and irrigation systems
- rodenticide, approved by PWR, applied by CA licensed applicator

**Monthly Maintenance Report:**

- record all seasonal, periodic and additional work and maintenance functions performed by Orozco Landscape

Note any as needed items completed:

Comments:

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Orozco Landscape and Tree Company							6
Maintenance schedule for Landscape Maintenance Services West Area 2014-PA020							
Jobsite: Bell Creek at Owensmouth Ave, Canoga Park							
		Service Day (Approximate)					
Employee Description		Monday	Tuesday	Wednesday	Thursday	Friday	
Irrigation Technician		1 hour					
Laborer		1 hour					
Approximate Man Hours		2 man hours					
*this table is an approximation. Once awarded, Orozco Landscape will reinspect each job site's condition to determine the actual schedule							

Inspect jobsite for any unsafe or hazardous conditions.  
Report to PWR immediately.

**Tree Maintenance:**

- remove dead/damaged branches and tree limbs
- prevent encroachment on adjacent property allowing 7 feet pedestrian access
- prevent encroachment on adjacent property allowing 14 feet vehicular access
- if applicable, prune Elm, Eucalyptus, and Pepper Trees
- if applicable, prune all other trees
- monitor tree stakes and ties

**Shrubbery/Vines Maintenance:**

- trim vines and shrubs to maximum height of 4 feet
- trim shrubs at access gate to maximum height of 4 feet
- trim vines in bicycle trail
- trim vines on channel side of wall, do not let hang longer than 2 feet below top of wall

**Groundcover Maintenance:**

- prune groundcover adjacent roadways giving it a "natural look"

**Ornamental Grass Maintenance:**

- trim ornamental grass

**Weed Control:**

- keep landscaped areas of rock, gravel, ponds and streams weed free
- is mulch at a depth of 3-4 inches?
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**Litter Control:**

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  - report worn out filters and missing valve box covers to PWR

**Rodent Control:**

- maintain area free of rodents in shrubs, groundcover, trees, and irrigation systems
- rodenticide, approved by PWR, applied by CA licensed applicator

**Monthly Maintenance Report:**

- record all seasonal, periodic and additional work and maintenance functions performed by Orozco Landscape

Note any as needed items completed:

Comments:



Orozco Landscape and Tree Company							7
Maintenance schedule for Landscape Maintenance Services West Area 2014-PA020							
Jobsite: Los Angeles River, Ernie's Walk between Valleyheart and the river, east of Huston							
Street, Los Angeles							
		Service Day (Approximate)					
Employee Description		Monday	Tuesday	Wednesday	Thursday	Friday	
Irrigation Technician			3 hours				
Laborer			3 hours				
Approximate Man Hours			6 man hours				
*this table is an approximation. Once awarded, Orozco Landscape with reinspect each job site's condition to determine the actual schedule							

Inspect jobsite for any unsafe or hazardous conditions.  
Report to PWR immediately.

**Tree Maintenance:**

- remove dead/damaged branches and tree limbs
- prevent encroachment on adjacent property allowing 7 feet pedestrian access
- prevent encroachment on adjacent property allowing 14 feet vehicular access
- if applicable, prune Elm, Eucalyptus, and Pepper Trees
- if applicable, prune all other trees
- monitor tree stakes and ties

**Shrubbery/Vines Maintenance:**

- trim vines and shrubs to maximum height of 4 feet
- trim shrubs at access gate to maximum height of 4 feet
- trim vines in bicycle trail
- trim vines on channel side of wall, do not let hang longer than 2 feet below top of wall

**Groundcover Maintenance:**

- prune groundcover adjacent roadways giving it a "natural look"

**Ornamental Grass Maintenance:**

- trim ornamental grass

**Weed Control:**

- keep landscaped areas of rock, gravel, ponds and streams weed free
- is mulch at a depth of 3-4 inches?
- chemical pre emergent herbicide, approved by PWR, applied by CA licensed applicator

**Litter Control:**

- keep areas free of debris, includes dog feces
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  - replace/clean faulty bubbler heads and risers
  - repair/replace drip line or emitters
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  - recover and refasten removed valve box covers
  - report worn out filters and missing valve box covers to PWR

**Rodent Control:**

- maintain area free of rodents in shrubs, groundcover, trees, and irrigation systems
- rodenticide, approved by PWR, applied by CA licensed applicator

**Monthly Maintenance Report:**

- record all seasonal, periodic and additional work and maintenance functions performed by Orozco Landscape

Note any as needed items completed:

Comments:

Orozco Landscape and Tree Company							8
Maintenance schedule for Landscape Maintenance Services West Area 2014-PA020							
Jobsite: Los Angeles River, Laurel Canyon Greenway, southside of the river, between Laurel Canyon Blvd and Radford Ave, Studio City							
		Service Day (Approximate)					
Employee Description		Monday	Tuesday	Wednesday	Thursday	Friday	
Irrigation Technician			4 hours				
Laborer			4 hours				
Approximate Man Hours			8 man hours				
*this table is an approximation. Once awarded, Orozco Landscape will reinspect each job site's condition to determine the actual schedule							

Inspect jobsite for any unsafe or hazardous conditions. Report to PWR immediately.

**Tree Maintenance:**

- remove dead/damaged branches and tree limbs
- prevent encroachment on adjacent property allowing 7 feet pedestrian access
- prevent encroachment on adjacent property allowing 14 feet vehicular access
- if applicable, prune Elm, Eucalyptus, and Pepper Trees
- if applicable, prune all other trees
- monitor tree stakes and ties

**Shrubbery/Vines Maintenance:**

- trim vines and shrubs to maximum height of 4 feet
- trim shrubs at access gate to maximum height of 4 feet
- trim vines in bicycle trail
- trim vines on channel side of wall, do not let hang longer than 2 feet below top of wall

**Groundcover Maintenance:**

- prune groundcover adjacent roadways giving it a "natural look"

**Ornamental Grass Maintenance:**

- trim ornamental grass

**Weed Control:**

- keep landscaped areas of rock, gravel, ponds and streams weed free
- is mulch at a depth of 3-4 inches?
- chemical pre emergent herbicide, approved by PWR, applied by CA licensed applicator

**Litter Control:**

- keep areas free of debris, includes dog feces
- restock/dispose of pet litter bag dispensers
- empty, clean trash receptacles, and restock liners
- Irrigation system and watering management-
- test irrigation system to make sure it has proper function
- investigate areas of excessive wetness
- consider season and weather when rescheduling controllers
- turn off system after weather when soil has high moisture
- run a faulty irrigation system manually at least once a week for 30 days

- replace/clean faulty bubbler heads and risers
- repair/replace drip line or emitters

- inspect and clean filters for drip system and mainlines, basket filters & filters at backflow devices

- recover and refasten removed valve box covers
- report worn out filters and missing valve box covers to PWR

**Rodent Control:**

- maintain area free of rodents in shrubs, groundcover, trees, and irrigation systems

- rodenticide, approved by PWR, applied by CA licensed applicator

**Monthly Maintenance Report:**

- record all seasonal, periodic and additional work and maintenance functions performed by Orozco Landscape

Note any as needed items completed:

Comments:

Orozco Landscape and Tree Company 9  
 Maintenance schedule for Landscape Maintenance Services West Area 2014-PA020  
 Jobsite: Los Angeles River, north Valleyheart Riverwalk north bank, Fulton Avenue to Coldwater  
 Canyon Ave Studio City

	Service Day (Approximate)					
Employee Description	Monday	Tuesday	Wednesday	Thursday	Friday	
Irrigation Technician			4 hours			
Laborer			4 hours			
Approximate Man Hours			8 man hours			

\*this table is an approximation. Once awarded, Orozco Landscape with reinspect each  
 job site's condition to determine the actual schedule

Inspect jobsite for any unsafe or hazardous conditions.  
 Report to PWR immediately.

**Tree Maintenance:**

- remove dead/damaged branches and tree limbs
- prevent encroachment on adjacent property allowing 7 feet pedestrian access
- prevent encroachment on adjacent property allowing 14 feet vehicular access
- if applicable, prune Elm, Eucalyptus, and Pepper Trees
- if applicable, prune all other trees
- monitor tree stakes and ties

**Shrubby/Vines Maintenance:**

- trim vines and shrubs to maximum height of 4 feet
- trim shrubs at access gate to maximum height of 4 feet
- trim vines in bicycle trail
- trim vines on channel side of wall, do not let hang longer than 2 feet below top of wall

**Groundcover Maintenance:**

- prune groundcover adjacent roadways giving it a "natural look"

**Ornamental Grass Maintenance:**

- trim ornamental grass

**Weed Control:**

- keep landscaped areas of rock, gravel, ponds and streams weed free
- is mulch at a depth of 3-4 inches?
- chemical pre emergent herbicide, approved by PWR, applied by CA licensed applicator

**Litter Control:**

- keep areas free of debris, includes dog feces
  - restock/dispose of pet litter bag dispensers
  - empty, clean trash receptacles, and restock liners
- Irrigation system and watering management-**
- test irrigation system to make sure it has proper function
  - investigate areas of excessive wetness
  - consider season and weather when rescheduling controllers
  - turn off system after weather when soil has high moisture
  - run a faulty irrigation system manually at least once a week for 30 days

- replace/clean faulty bubbler heads and risers
- repair/replace drip line or emitters

- inspect and clean filters for drip system and mainlines, basket filters & filters at backflow devices

- recover and refasten removed valve box covers
- report worn out filters and missing valve box covers to PWR

**Rodent Control:**

- maintain area free of rodents in shrubs, groundcover, trees, and irrigation systems
- rodenticide, approved by PWR, applied by CA licensed applicator

**Monthly Maintenance Report:**

- record all seasonal, periodic and additional work and maintenance functions performed by Orozco Landscape

Note any as needed items completed:

Comments:

Orozco Landscape and Tree Company							10
Maintenance schedule for Landscape Maintenance Services West Area 2014-PA020							
Jobsite: Los Angeles River south bank from Coldwater Canyon Ave to approx. 520 feet upstream, Studio City							
		Service Day (Approximate)					
Employee Description		Monday	Tuesday	Wednesday	Thursday	Friday	
Irrigation Technician				1.5 hours			
Laborer				1.5 hours			
Approximate Man Hours				3 man hours			
*this table is an approximation. Once awarded, Orozco Landscape with reinspect each job site's condition to determine the actual schedule							

Inspect jobsite for any unsafe or hazardous conditions.  
Report to PWR immediately.

**Tree Maintenance:**

- remove dead/damaged branches and tree limbs
- prevent encroachment on adjacent property allowing 7 feet pedestrian access
- prevent encroachment on adjacent property allowing 14 feet vehicular access
- if applicable, prune Elm, Eucalyptus, and Pepper Trees
- if applicable, prune all other trees
- monitor tree stakes and ties

**Shrubbery/Vines Maintenance:**

- trim vines and shrubs to maximum height of 4 feet
- trim shrubs at access gate to maximum height of 4 feet
- trim vines in bicycle trail
- trim vines on channel side of wall, do not let hang longer than 2 feet below top of wall

**Groundcover Maintenance:**

- prune groundcover adjacent roadways giving it a "natural look"

**Ornamental Grass Maintenance:**

- trim ornamental grass

**Weed Control:**

- keep landscaped areas of rock, gravel, ponds and streams weed free
- is mulch at a depth of 3-4 inches?
- chemical pre emergent herbicide, approved by PWR, applied by CA licensed applicator

**Litter Control:**

- keep areas free of debris, includes dog feces
- restock/dispose of pet litter bag dispensers
- empty, clean trash receptacles, and restock liners
- Irrigation system and watering management-
- test irrigation system to make sure it has proper function
- investigate areas of excessive wetness
- consider season and weather when rescheduling controllers
- turn off system after weather when soil has high moisture
- run a faulty irrigation system manually at least once a week for 30 days
- replace/clean faulty bubbler heads and risers
- repair/replace drip line or emitters
- inspect and clean filters for drip system and mainlines, basket filters & filters at backflow devices
- recover and refasten removed valve box covers
- report worn out filters and missing valve box covers to PWR

**Rodent Control:**

- maintain area free of rodents in shrubs, groundcover, trees, and irrigation systems
- rodenticide, approved by PWR, applied by CA licensed applicator

**Monthly Maintenance Report:**

- record all seasonal, periodic and additional work and maintenance functions performed by Orozco Landscape

Note any as needed items completed:

Comments:

Maintenance schedule for Landscape Maintenance Services West Area 2014-PA020

Jobsite: Los Angeles River, Headwaters Project north and south bank from Owensmouth Ave to Mason Avenue (includes small portion of Browns Creek) Canoga Park

	Service Day (Approximate)						
Employee Description	Monday	Tuesday	Wednesday	Thursday	Friday		
Irrigation Technician				4 hours			
Laborer				4 hours			
Approximate Man Hours				8 man hours			

\*this table is an approximation. Once awarded, Orozco Landscape will reinspect each job site's condition to determine the actual schedule

Inspect jobsite for any unsafe or hazardous conditions. Report to PWR immediately.

Tree Maintenance:

- remove dead/damaged branches and tree limbs
- prevent encroachment on adjacent property allowing 7 feet pedestrian access
- prevent encroachment on adjacent property allowing 14 feet vehicular access
- if applicable, prune Elm, Eucalyptus, and Pepper Trees
- if applicable, prune all other trees
- monitor tree stakes and ties

Shrubby/Vines Maintenance:

- trim vines and shrubs to maximum height of 4 feet
- trim shrubs at access gate to maximum height of 4 feet
- trim vines in bicycle trail
- trim vines on channel side of wall, do not let hang longer than 2 feet below top of wall

Groundcover Maintenance:

- prune groundcover adjacent roadways giving it a "natural look"

Ornamental Grass Maintenance:

- trim ornamental grass

Weed Control:

- keep landscaped areas of rock, gravel, ponds and streams weed free
- is mulch at a depth of 3-4 inches?
- chemical pre emergent herbicide, approved by PWR, applied by CA licensed applicator

Litter Control:

- keep areas free of debris, includes dog feces
  - restock/dispose of pet litter bag dispensers
  - empty, clean trash receptacles, and restock liners
- Irrigation system and watering management-
- test irrigation system to make sure it has proper function
  - investigate areas of excessive wetness
  - consider season and weather when rescheduling controllers
  - turn off system after weather when soil has high moisture
  - run a faulty irrigation system manually at least once a week for 30 days

- replace/clean faulty bubbler heads and risers
- repair/replace drip line or emitters

- inspect and clean filters for drip system and mainlines, basket filters & filters at backflow devices
- recover and refasten removed valve box covers

- report worn out filters and missing valve box covers to PWR

Rodent Control:

- maintain area free of rodents in shrubs, groundcover, trees, and irrigation systems
- rodenticide, approved by PWR, applied by CA licensed applicator

Monthly Maintenance Report:

- record all seasonal, periodic and additional work and maintenance functions performed by Orozco Landscape

Note any as needed items completed:

Comments:

Employee Description	Service Day (Approximate)						
	Monday	Tuesday	Wednesday	Thursday	Friday		
Irrigation Technician				2 hours			
Laborer				2 hours			
Approximate Man Hours				4 man hours			

\*this table is an approximation. Once awarded, Orozco Landscape with reinspect each job site's condition to determine the actual schedule

Inspect jobsite for any unsafe or hazardous conditions.  
Report to PWR immediately.

**Tree Maintenance:**

- remove dead/damaged branches and tree limbs
- prevent encroachment on adjacent property allowing 7 feet pedestrian access
- prevent encroachment on adjacent property allowing 14 feet vehicular access
- if applicable, prune Elm, Eucalyptus, and Pepper Trees
- if applicable, prune all other trees
- monitor tree stakes and ties

**Shrubbery/Vines Maintenance:**

- trim vines and shrubs to maximum height of 4 feet
- trim shrubs at access gate to maximum height of 4 feet
- trim vines in bicycle trail
- trim vines on channel side of wall, do not let hang longer than 2 feet below top of wall

**Groundcover Maintenance:**

- prune groundcover adjacent roadways giving it a "natural look"

**Ornamental Grass Maintenance:**

- trim ornamental grass

**Weed Control:**

- keep landscaped areas of rock, gravel, ponds and streams weed free
- is mulch at a depth of 3-4 inches?
- chemical pre emergent herbicide, approved by PWR, applied by CA licensed applicator

**Litter Control:**

- keep areas free of debris, includes dog feces
- restock/dispose of pet litter bag dispensers
- empty, clean trash receptacles, and restock liners
- Irrigation system and watering management-
- test irrigation system to make sure it has proper function
- investigate areas of excessive wetness
- consider season and weather when rescheduling controllers
- turn off system after weather when soil has high moisture
- run a faulty irrigation system manually at least once a week for 30 days
- replace/clean faulty bubbler heads and risers
- repair/replace drip line or emitters
- inspect and clean filters for drip system and mainlines, basket filters & filters at backflow devices
- recover and refasten removed valve box covers
- report worn out filters and missing valve box covers to PWR

**Rodent Control:**

- maintain area free of rodents in shrubs, groundcover, trees, and irrigation systems
- rodenticide, approved by PWR, applied by CA licensed applicator

**Monthly Maintenance Report:**

- record all seasonal, periodic and additional work and maintenance functions performed by Orozco Landscape

Note any as needed items completed:

Comments:

Orozco Landscape and Tree Company

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Maintenance schedule for Landscape Maintenance Services West Area 2014-PA020

Jobsite: Pacoima Wash Unit 5 at Covello Street and Pacoima Wash, Van Nuys

Employee Description	Service Day (Approximate)						
	Monday	Tuesday	Wednesday	Thursday	Friday		
Irrigation Technician				1 hour			
Laborer				1 hour			
Approximate Man Hours				2 man hours			

\*this table is an approximation. Once awarded, Orozco Landscape with reinspect each job site's condition to determine the actual schedule

Inspect jobsite for any unsafe or hazardous conditions.  
Report to PWR immediately.

**Tree Maintenance:**

- remove dead/damaged branches and tree limbs
- prevent encroachment on adjacent property allowing 7 feet pedestrian access
- prevent encroachment on adjacent property allowing 14 feet vehicular access

- if applicable, prune Elm, Eucalyptus, and Pepper Trees
- if applicable, prune all other trees

**Shrubbery/Vines Maintenance:**

- trim vines and shrubs to maximum height of 4 feet
- trim shrubs at access gate to maximum height of 4 feet
- trim vines in bicycle trail
- trim vines on channel side of wall, do not let hang longer than 2 feet below top of wall

**Groundcover Maintenance:**

- prune groundcover adjacent roadways giving it a "natural look"

**Ornamental Grass Maintenance:**

- trim ornamental grass

**Weed Control:**

- keep landscaped areas of rock, gravel, ponds and streams weed free
- is mulch at a depth of 3-4 inches?
- chemical pre emergent herbicide, approved by PWR, applied by CA licensed applicator

**Litter Control:**

- keep areas free of debris, includes dog feces
- restock/dispose of pet litter bag dispensers
- empty, clean trash receptacles, and restock liners

**Irrigation system and watering management-**

- test irrigation system to make sure it has proper function
- investigate areas of excessive wetness
- consider season and weather when rescheduling controllers
- turn off system after weather when soil has high moisture
- run a faulty irrigation system manually at least once a week for 30 days

- replace/clean faulty bubbler heads and risers

**repair/replace drip line or emitters**

- inspect and clean filters for drip system and mainlines, basket filters & filters at backflow devices

- recover and refasten removed valve box covers

- report worn out filters and missing valve box covers to PWR

**Rodent Control:**

- maintain area free of rodents in shrubs, groundcover, trees, and irrigation systems

- rodenticide, approved by PWR, applied by CA licensed applicator

**Monthly Maintenance Report:**

- record all seasonal, periodic and additional work and maintenance functions performed by Orozco Landscape

Note any as needed items completed:

Comments:

Orozco Landscape and Tree Company							14
Maintenance schedule for Landscape Maintenance Services West Area 2014-PA020							
Jobsite: Tujunga Wash Greenway Phase I from Oxnard Street to Vanowen Street (left and right bank) Van Nuys							
		Service Day (Approximate)					
Employee Description		Monday	Tuesday	Wednesday	Thursday	Friday	
Irrigation Technician						7 hours	
Laborer						7 hours	
Approximate Man Hours						14 man hours	
*this table is an approximation. Once awarded, Orozco Landscape with reinspect each job site's condition to determine the actual schedule							

- Inspect jobsite for any unsafe or hazardous conditions.  
Report to PWR immediately.
- Tree Maintenance:
- remove dead/damaged branches and tree limbs
  - prevent encroachment on adjacent property allowing 7 feet pedestrian access
  - prevent encroachment on adjacent property allowing 14 feet vehicular access
  - if applicable, prune Elm, Eucalyptus, and Pepper Trees
  - if applicable, prune all other trees
  - monitor tree stakes and ties
- Shrubbery/Vines Maintenance:
- trim vines and shrubs to maximum height of 4 feet
  - trim shrubs at access gate to maximum height of 4 feet
  - trim vines in bicycle trail
  - trim vines on channel side of wall, do not let hang longer than 2 feet below top of wall
- Groundcover Maintenance:
- prune groundcover adjacent roadways giving it a "natural look"
- Ornamental Grass Maintenance:
- trim ornamental grass
- Weed Control:
- keep landscaped areas of rock, gravel, ponds and streams weed free
  - is mulch at a depth of 3-4 inches?
  - chemical pre emergent herbicide, approved by PWR, applied by CA licensed applicator

- Litter Control:
- keep areas free of debris, includes dog feces
  - restock/dispose of pet litter bag dispensers
  - empty, clean trash receptacles, and restock liners
- Irrigation system and watering management-
- test irrigation system to make sure it has proper function
  - investigate areas of excessive wetness
  - consider season and weather when rescheduling controllers
  - turn off system after weather when soil has high moisture
  - run a faulty irrigation system manually at least once a week for 30 days
  - replace/clean faulty bubbler heads and risers
  - repair/replace drip line or emitters
  - inspect and clean filters for drip system and mainlines, basket filters & filters at backflow devices
  - recover and refasten removed valve box covers
  - report worn out filters and missing valve box covers to PWR
- Rodent Control:
- maintain area free of rodents in shrubs, groundcover, trees, and irrigation systems
  - rodenticide, approved by PWR, applied by CA licensed applicator
- Monthly Maintenance Report:
- record all seasonal, periodic and additional work and maintenance functions performed by Orozco Landscape

Note any as needed items completed:

Comments:



Orozco Landscape and Tree Company							15
Maintenance schedule for Landscape Maintenance Services West Area 2014-PA020							
Jobsite: Tujunga Wash Greenway Phase II from Vanowen Street to Sherman Way (left and right bank)							
Van Nuys							
		Service Day (Approximate)					
Employee Description		Monday	Tuesday	Wednesday	Thursday	Friday	
Irrigation Technician						5 hours	
Laborer						5 hours	
Approximate Man Hours						10 man hours	
*this table is an approximation. Once awarded, Orozco Landscape with reinspect each job site's condition to determine the actual schedule							

Inspect jobsite for any unsafe or hazardous conditions.  
Report to PWR immediately.

**Tree Maintenance:**

- remove dead/damaged branches and tree limbs
- prevent encroachment on adjacent property allowing 7 feet pedestrian access
- prevent encroachment on adjacent property allowing 14 feet vehicular access

- if applicable, prune Elm, Eucalyptus, and Pepper Trees
- if applicable, prune all other trees

**Shrubbery/Vines Maintenance:**

- trim vines and shrubs to maximum height of 4 feet
- trim shrubs at access gate to maximum height of 4 feet
- trim vines in bicycle trail
- trim vines on channel side of wall, do not let hang longer than 2 feet below top of wall

**Groundcover Maintenance:**

- prune groundcover adjacent roadways giving it a "natural look"

**Ornamental Grass Maintenance:**

- trim ornamental grass

**Weed Control:**

- keep landscaped areas of rock, gravel, ponds and streams weed free
- is mulch at a depth of 3-4 inches?
- chemical pre emergent herbicide, approved by PWR, applied by CA licensed applicator

**Litter Control:**

- keep areas free of debris, includes dog feces
  - restock/dispose of pet litter bag dispensers
  - empty, clean trash receptacles, and restock liners
- Irrigation system and watering management-**
- test irrigation system to make sure it has proper function
  - investigate areas of excessive wetness
  - consider season and weather when rescheduling controllers
  - turn off system after weather when soil has high moisture
  - run a faulty irrigation system manually at least once a week for 30 days

- replace/clean faulty bubbler heads and risers
- repair/replace drip line or emitters

- inspect and clean filters for drip system and mainlines, basket filters & filters at backflow devices

- recover and refasten removed valve box covers
- report worn out filters and missing valve box covers to PWR

**Rodent Control:**

- maintain area free of rodents in shrubs, groundcover, trees, and irrigation systems

- rodenticide, approved by PWR, applied by CA licensed applicator

**Monthly Maintenance Report:**

- record all seasonal, periodic and additional work and maintenance functions performed by Orozco Landscape

Note any as needed items completed:

Comments:

Orozco Landscape and Tree Company  
 Maintenance schedule for Landscape Maintenance Services West Area 2014-PA020  
 Jobsite: Dunsmuir Sediment Placement Site

	Service Day (Approximate)						
Employee Description	Monday	Tuesday	Wednesday	Thursday	Friday		
Irrigation Technician					1 hour		
Laborer					1 hour		
Approximate Man Hours					2 man hours		

\*this table is an approximation. Once awarded, Orozco Landscape with reinspect each job site's condition to determine the actual schedule

Inspect jobsite for any unsafe or hazardous conditions.  
 Report to PWR immediately.

Tree Maintenance:

- remove dead/damaged branches and tree limbs
- prevent encroachment on adjacent property allowing 7 feet pedestrian access
- prevent encroachment on adjacent property allowing 14 feet vehicular access

- if applicable, prune Elm, Eucalyptus, and Pepper Trees
- if applicable, prune all other trees

Shrubbery/Vines Maintenance:

- trim vines and shrubs to maximum height of 4 feet
- trim shrubs at access gate to maximum height of 4 feet
- trim vines in bicycle trail
- trim vines on channel side of wall, do not let hang longer than 2 feet below top of wall

Groundcover Maintenance:

- prune groundcover adjacent roadways giving it a "natural look"

Ornamental Grass Maintenance:

- trim ornamental grass

Weed Control:

- keep landscaped areas of rock, gravel, ponds and streams weed free
- is mulch at a depth of 3-4 inches?
- chemical pre emergent herbicide, approved by PWR, applied by CA licensed applicator

Litter Control:

- keep areas free of debris, includes dog feces
  - restock/dispose of pet litter bag dispensers
  - empty, clean trash receptacles, and restock liners
- Irrigation system and watering management-
- test irrigation system to make sure it has proper function
  - investigate areas of excessive wetness
  - consider season and weather when rescheduling controllers
  - turn off system after weather when soil has high moisture
  - run a faulty irrigation system manually at least once a week for 30 days

- replace/clean faulty bubbler heads and risers
- repair/replace drip line or emitters
- inspect and clean filters for drip system and mainlines, basket filters & filters at backflow devices
- recover and refasten removed valve box covers
- report worn out filters and missing valve box covers to PWR

Rodent Control:

- maintain area free of rodents in shrubs, groundcover, trees, and irrigation systems
- rodenticide, approved by PWR, applied by CA licensed applicator

Monthly Maintenance Report:

- record all seasonal, periodic and additional work and maintenance functions performed by Orozco Landscape
- Note any as needed items completed:

Comments:



## *Landscape and Tree Company*

### **Work Plan continued**

#### **Emergency Planning**

Orozco Landscape has a 24-hour phone number available for emergency. We have 24-48 hour turn-around time for reporting to site. Same-day dispatch is available depending on the severity of the situation and the time we receive the call. Upon assigning of crews, the public works representatives will have additional phone numbers for the management personnel allowing our company to be reached promptly for emergencies. At the sole indication from the public works representative, Orozco Landscape can dispatch our crews to locations with unforeseen or emergency situations under 'as needed services' section of this contract.

#### **Recruitment and Replacement**

When Orozco Landscape is hiring, a several page application needs to be filled out. We like doing thorough reference checks with prior employers and prefer individuals with landscape and tree maintenance experience. New hires also have to be familiar with the different tools and equipment used. Employees with driver's licenses must have a clean driving record and must be approved by our insurance company before driving a company vehicle.

If it were to occur that an employee has to be replaced for any reason or additional laborers are needed at any work site as requested by the Dept. of Public Works Representative, Orozco Landscape has several other employees that can easily be recruited or relocated with one phone call. We have a list of past employees that are reliable and have been used in the previous County of Los Angeles Dept. of Public Works contracts whom we may contact to work as laborers for the Landscape Maintenance contract- West area. All of our employees are reliable and most of our employees have experience in completing previous Channel ROW Clearing contracts in the East and West maintenance areas.

#### **Training**

All of our employees have landscape and tree maintenance experience. Most of our employees have been a laborer for past Los Angeles Dept. of Public Works contracts; however if some of our employees are not familiar with landscape maintenance industry procedures in order to complete jobs safely and efficiently, our management team will train them. The onsite supervisor/foreman will describe the work entailed in the contract to the new hire, show the employee the boundary of the job site, discuss the specifications in the contract, discuss information received at the walkthrough, and review drawings of the site. The specific site description for each unique work site under scope of work Section B. 1 through 16 will be discussed with the new hire, as our company makes sure every detail of the specific jobsite is covered before commencing any work and the subject is readdressed during our work operations. The onsite supervisor/foreman and the new hire will analyze the current condition of the jobsite and describe in detail what needs to be done, where to start and the goal for the day. The onsite supervisor/foreman will designate a location for the litter pile that is easily accessible by our crews for loading it safely in the designated dump truck for proper disposal at a county approved dump facility. If an employee is not familiar with the use of a certain piece of equipment needed for this or any other contract, the new hire will be shown what the equipment does, they will be explained the cold start, maintaining it at the work yard, and they will be shown how to use the equipment safely. The management team member will stay with the employee until he has proper use of the equipment and clarify the importance of the Best Management Practice's (BMP's) making sure all maintenance is done at the work yard and not at the job site. Depending on how well the employee understands the use of the equipment, that crewmember may just be reassigned to another location at the job site to avoid further delay and get the most work completed safely and efficiently. The onsite supervisor/foreman will assign laborers to certain areas and hand them all the equipment needed reiterating again the BMP's and recommendations of the certified arborist. The onsite supervisor/foreman in turn will start removing weeds and debris and direct all his crew where to put debris and clippings so that it may be ready for pick up and removal by the designated truck driver.



## *Landscape and Tree Company*

### **Work plan continued:**

#### **Uniforms**

All employees at the work site will be required to wear appropriate clothing that includes short or long sleeved shirts, pants, and work boots. At all times during the work day our employees are required to wear gloves, hard hats and fluorescent vests clearly stating our company name for safety and recognition. The onsite supervisor/foreman will monitor their crew for compliance of this requirement on a daily basis.

#### **Certified Arborists**

Orozco Landscape and Tree Company have full time employees on staff with active ISA Certified Arborist certifications. These highly trained staff members will visit the work sites, noting what tree trimming, shrubbery trimming and slope cutting will need to be done at the specific location and meet with the assigned crewmembers and onsite supervisor/foreman in order to give their recommendations of the safest and proper way to conduct the trimming without disturbing plant/tree re-growth. The ISA Certified Arborist will advise the assigned crew to undercut all limbs that are one and a half inches or greater in diameter to prevent splitting and recommend that all cuts be flush cuts, close to the stem so healing can begin on the tree. The onsite supervisor/foreman will direct their crew with the arborist recommendations in order to complete the contract timely and efficiently while following the contract guidelines. The ISA Certified Arborist will directly oversee all major tree trimming, tree removals, and stump and root removals. Our qualified inspector who is also a certified arborist will monitor the progress of the landscape maintenance operations before, during and after work is completed to make sure his recommendations are followed, for a more detailed description please see the quality assurance section of our bid.

#### **Water Pollution Control- National Pollutant Discharge Elimination System**

Orozco Landscape will comply with the National Pollutant Discharge Elimination System requirements and will not allow any debris from its operations under this contract to be deposited into the channels, storm drains and gutters while using standard safety practices for the landscape maintenance industry and implementing the proper BMP's.

#### **Water Pollution Control- Best Management Practices (BMP)**

Orozco Landscape and Tree Company will have a minimum of one readily accessible copy of this publication on the project site at all times. Orozco Landscape and Tree Company will be ready to implement BMP's for the prevention of storm water pollution to include: Waste Management & Material Pollution Control: WM4 Spill Prevention & Control; WM5 Solid Waste Management; WM6 Hazardous Waste Management; WM7 Contaminated Soil Management; WM9 Sanitary/Septic Waste Management. Orozco Landscape will also be ready to implement BMP's for Vehicle and Equipment Management: NS8 Vehicle and Equipment Cleaning; NS9 Vehicle Equipment fueling; and NS10 Vehicle Equipment Maintenance. Orozco Landscape and Tree Company are aware that additional BMP's may be required because of a change in conditions, activities or operations at a specific job site and will be ready to implement additional BMP's if necessary. Our company's expertise of working in the channels in the West Maintenance area will allow us to select only the appropriate and necessary number of BMP's in a category to achieve the BMP adjective and complete the jobsite timely, efficiently and within contract guidelines.



## *Landscape and Tree Company*

### **Work plan continued:**

#### **Pesticide Safety Standards**

All pesticide, rodenticide and herbicide applications will be under the direct supervision of our assigned qualified inspector who holds a qualified applicator license with the state of California Dept. of Pesticide Regulations. The use of chemicals will comply with all federal, state and local laws and will be preapproved by the contract manager.

Clear and legible chemical Labels and MSDS will always be with each chemical. The qualified applicator will always read MSDS and labels before herbicide applications. Qualified applicators will always be wearing the proper Personal Protective Equipment (PPE) during each application.

#### **Safety**

Orozco Landscape and Tree Company follows industry and safety standards related to the landscape industry, including evaluating proper chemical / pesticide safety standards. Orozco Landscape complies with State Of California's Cal/OSHA's regulations and has a written, effective Injury and Illness Prevention Program and Safety Manual in place during our daily operations, with weekly safety meetings with all of our employees.

Orozco Landscape's standard safety practice includes a protocol if an emergency or injury were to occur. All management personnel and drivers of company vehicles have a radio and/or cell phone for communication. Employees are trained to handle emergencies. Employees follow routine procedures in order to notify the appropriate party of an emergency and to mobilize the appropriate resources.

Our onsite crews will provide barriers and guards when and where it is necessary to guard the public from danger because of the work performed at any job site under this contract. Orozco Landscape will conduct all of its activities adjacent to roadways, sidewalks and bicycle trails while providing all necessary safety measures to ensure public safety within the limits of our landscape maintenance operation.

Any bicycle trail portions of the channel access roads will be closed when the landscape maintenance operations requires to our crew to do so while placing signs in three inch lettering at both upstream and downstream trails. Signs will state the date of closure and reopening; it will state where bicyclists can re-enter trail. Our company will notify the public two weeks before closure and contact the bicycle trail coordinator forty-eight hours before closure of bicycle trail.

Discarded hazardous waste if encountered will be reported by the crew to the quality inspector immediately and management team who in turn will report to the contract manager immediately. Orozco Landscape will not attempt to perform any hazardous waste remediation.

Orozco Landscape will be responsible for the safety of our company's equipment, material, and personnel during the landscape maintenance services being performed.



## *Landscape and Tree Company*

### **Work Plan continued:**

#### **Traffic Control Plan**

If applicable, Orozco Landscape and Tree Company will implement a traffic control plan and allow access to vehicles and pedestrians. Orozco Landscape and Tree Company will allow all traffic to pass through the jobsite without interruption or delay. If a lane closure is recommended by the Public Works Representative, Orozco Landscape will perform the traffic lane shift from one lane to another in a smooth fashion making sure there are no sudden changes from one lane to another using proper cones, signs, lights and any other safety required items as indicated in the "Manual of Traffic Controls for Construction and Maintenance Work Zones." Our company will provide traffic detour plans while working along bike paths and traffic control when we enter and exit the jobsite. Orozco Landscape and Tree Company will remove all signs and warning devices promptly after completion of work for the day. Orozco Landscape and Tree Company will comply with applicable traffic control requirements for the work. Orozco Landscape and Tree Company will make the utmost effort to maintain pedestrian access through the work area and vehicular access through driveways to private property.

#### **Communication**

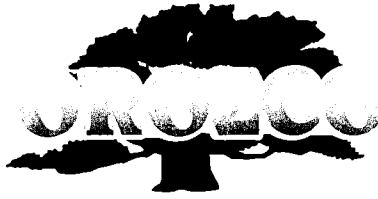
Orozco Landscape can be contacted by the Los Angeles County Department of Public Works by telephone at the number (909) 623-8287, by fax (909) 469- 0634, by mail 1419 S. East End Ave. Pomona, Ca 91766, and by email at [info@orozcolandscape.com](mailto:info@orozcolandscape.com). Once the crews are assigned to Management personnel, some cell phone numbers will be available for the Public Works Representative.

#### **Equipment, Supplies and Vehicles**

Orozco Landscape will provide all personnel, equipment, and vehicles that are necessary to complete the Landscape Maintenance-West Area in an efficient and timely fashion. Orozco Landscape and Tree Company will be responsible for the security of our own equipment used at jobsites during our work hours.

All of our vehicles and equipment are in good or excellent condition, free of graffiti. Pruning and cutting tools are sharpened to leave a smooth, healthy cut on trees or plants in which they are used on. All tools and equipment are kept clean and free from infectious materials. All vehicles and equipment are fueled and serviced at our work yard after business hours and not on the work site.

We have a fleet of over 30 vehicles including 1-ton stake bed trucks, 16 ft. Dump trucks, Roll off trucks, 20 & 40 & 50-yard containers for debris hauling to an approved dumpsite, bucket trucks with aerial man lifts to allow us access to high vegetation or trees, brush chippers, stump grinders, and tractor loaders. Most of our fleet is available to complete this contract. We have several weed eaters, chain saws, blowers, ladders, tarps, shovels, rakes, hoes, hedge trimmers, edger's, sprayers, seeders and many other equipment and tools available for this contract.



## *Landscape and Tree Company*

### **Work Plan continued**

### **Equipment, Supplies and Vehicles**

If a piece of equipment or vehicle needs to be replaced due to an unexpected event, Orozco Landscape will either replace it same day or in as little as 24 hours, depending on what time that specific vehicle or piece of equipment stopped working properly. Our company has several back up equipment, vehicles and tools that are in working order at our work yard that can be picked up and switched with a non-operative one at all times. Any broken tools, equipment or non-operative vehicles are repaired and/or replaced immediately to keep as backups that are accessible for our company at all times for any of our contracts.



*Landscape and Tree Company*

**Staffing Plan**

<b>Qualified Inspector who is also an I.S. A. Certified Arborist &amp; California Dept. of Pesticide Regulation Qualified Applicator License Holder</b>	<b>Carlos Orozco</b>
---	----------------------

	<b>Crew</b>
<b>Onsite Supervisor/Foreman</b>	<b>Jose Mendez</b>
<b>Certified Irrigator</b>	<b>TBD</b>
<b>Trained Laborer</b>	<b>TBD</b>

The table above approximates our staffing plan; exact crew set up and number of persons in crew is still to be determined. All onsite supervisors/foreman and managers of the crew have landscape maintenance experience. Trained laborers with landscape maintenance experience are on staff but the exact crew set up are still to be determined (TBD).

**Back up Crew**

	<b>Back up Crew #1</b>
<b>Onsite Supervisor/Foreman</b>	<b>TBD</b>
<b>Trained Laborer</b>	<b>TBD</b>
<b>Certified Irrigator</b>	<b>TBD</b>

The table above approximates our back up staffing plan, exact crew set up and number of persons in crew is still to be determined (TBD). All onsite supervisors/foreman and managers of the crew have landscape maintenance experience. Trained laborers with landscape maintenance experience are on staff but the exact crew set up are still to be determined (TBD).





## *Landscape and Tree Company*

### **Quality Assurance Program**

#### **Policies and Procedures**

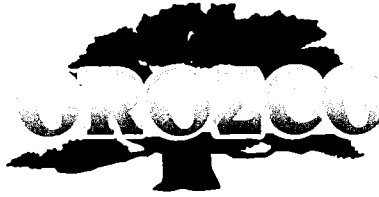
##### **Introduction:**

Orozco Landscape and Tree Company strongly believe that quality control is an essential key to our success and helps us satisfy our customers. Our professionally trained landscape industry experts have developed a proactive approach to keep landscapes, trees and shrubs beautiful and healthy all year long using applicable best management practices (BMP's), enabling us to provide the highest quality of professional landscape maintenance available. We have developed a quality assurance program that ensures a high level of service to all of our customers. Our program includes inspections by our qualified inspector before the work begins, during the work operations and after the work is complete. The onsite supervisor/foreman assigned to the jobsite completes daily inspections. Orozco Landscape and Tree Company is able to overcome obstacles and resolve issues quickly and efficiently by having full time I.S.A. Certified Arborists on staff; they will guide our onsite supervisor/foreman on how provide tree and landscape maintenance safely and efficiently while following all ISA guidelines. Our crews are held to the highest standards of courtesy and professionalism and are trained to execute their services efficiently with the least amount of work noise in order to avoid inconveniencing our customers and public. We have many years of experience in working with the Department of Public Works for various contracts and this allows us to meet or exceed the Department of Public Works requirement of satisfaction.

#### **Quality Assurance Program**

Orozco Landscape and Tree Company conduct careful planning for this project. Our crews are equipped with state of the art equipment to optimize efficiency and better serve our customer needs no matter how big or small the job is. Our quality assurance program begins immediately after the contract is awarded. Our qualified inspector and management personnel complete thorough inspections of all the jobsite locations included in the contract before commencing any work. The utmost priority will be given to any locations that are priority locations for that contract term that have potential safety risks to the surrounding public. Our qualified inspector and management team will review all of the specifications and requirements as they are set forth in the contract documents. During their inspection, our qualified inspector and management team will note the current condition of each jobsite, the climate condition if applicable, they will document what BMP's are necessary, they will document if traffic control is needed at the specific work site and write down notes on what needs to be done at each location. The qualified inspector and management team will inform all of the onsite supervisors/foremen and the crew assigned to the contract all of their findings of the site visit, including any required BMP's and ISA Arborist recommendations and they would discuss all of the contract specifications while they show the crew the boundary of the work site. During the walkthrough, the qualified inspector and management team will explain to the onsite foreman/supervisor what needs to be done, and the goal of the day; they will also advise the crew of any potential safety hazards at the work site. Our qualified inspector and management team including the onsite supervisor/foreman, will make sure that traffic flows freely near the work area and if a bike trail closure is needed, it will be done so in a matter that the worksite is safe for all personnel and public within the area while Orozco Landscape and Tree Company uses the proper tools and equipment and abides all laws. The onsite supervisor/foreman will monitor and guide the crew as the work is being done and make sure all arborist recommendations and BMP's are being applied and completed. The qualified inspector will also monitor the job site while work is being done.

The onsite foreman/supervisory personnel will provide walk- thru inspections of the worksite on a daily basis to make sure everything is being done to the contract specifications, he will make sure the correct BMP's are being followed and that all tree and shrub clearance is in accordance to I.S.A. guidelines.



## *Landscape and Tree Company*

### **Quality Assurance Program continued**

When a job is completed, the qualified inspector will inspect the job site and make sure everything was completed at the site and make sure that no trash is left behind per the specifications. The qualified inspector will verify the customer received the highest professional service available.

If during an inspection, an issue arises or a notification has been received from the county representative for any incomplete work, debris, traffic control, worksite safety conditions, public health and/or safety issues, Orozco Landscape and Tree Company will implement corrective action and resolve the issue immediately. If the county deemed the jobsite unsatisfactory for any reason, our work will be corrected promptly. All tree or shrub pruning will be done at the direction of our I.S.A. Certified Arborists. Any complaints or inquiries received will be documented by our qualified inspector and will be resolved promptly and made with a satisfactory adjustment. Orozco Landscape's qualified inspector will inform all assigned onsite supervisors/foremen and laborers involved with the inquiry or complaint he received so they will be made aware of the issue in order to prevent the same issue of being repeated.

No work will be done on private property without the consent of the property owner in writing. The work area will be kept safe at all times until the job is completed. Debris will be picked up and disposed of at an approved site, daily. All work will be done between the hours of 7 am to 4pm, Monday through Friday.

### **Inspection Fundamentals**

**Qualified Inspector:** Carlos Orozco, Operations Manager and I.S.A. Certified Arborist. Carlos is a Licensed Qualified Applicator with the State of California Dept. of Pesticide Regulation. Carlos managed the East & West Maintenance Area Channel Right of Way Clearing Contract for the previous contracts so he has experience in working with the Los Angeles County Dept. of Public Works (see resume for exact qualifications and experience)

### **Inspection Schedule:**

All management personnel, including the qualified inspector is to inspect work sites, before, during and after completion in order to give our customers the utmost satisfaction.

On site supervisors/foreman's are to inspect work sites daily to make sure work is done to ISA Arborist recommendations and all proper BMP's are being utilized.



## *Landscape and Tree Company*

### **Quality Assurance Program continued**

#### **Methodology to correct deficiencies-level of supervision included in inspections and how inspections are performed**

The onsite supervisor/foreman will conduct daily inspections at the job site, before, during and after the work is completed. The onsite supervisor/foreman will be responsible for locking any gates that were open during the course of the workday. Gates that are found without locks and any hazardous materials found by the crew will be reported to the qualified inspector and public works representative immediately. The onsite supervisor/foreman will note the current condition, climate condition if applicable, and note anything unordinary at the job site. He will also document what was completed at the specific location. Before departure, the onsite supervisor/foreman will make sure all debris was picked up from that day's operation and not left onsite. The qualified inspector will monitor each site, before, during and after completion to oversee all work completed followed Orozco Landscape and Tree Company's quality assurance program including the proper BMP's and his ISA Arborist recommendations. The qualified inspector will respond to all customer inquiries and complaints timely. If the qualified inspector comes across any issue at a job site during his inspection, he will immediately call a meeting with the onsite supervisor/foreman and address the problem. The qualified inspector will provide a plan of action to the onsite supervisor/foreman that must be followed in resolving the issue. The onsite supervisor/foreman must in turn discuss it with the crew and resolve the issue in a timely fashion. The qualified inspector will provide a follow up inspection at the work site and make sure the corrective action was implemented and caused the least possible disturbance to the customer. Our goal is to prevent deficiencies so all of Orozco Landscape's management, onsite supervisors/foreman's and assigned crewmembers will be advised of any issues that arise so that they will not be repeated at the next job site.

Orozco Landscape

Month-to-Month Landscape Maintenance Inspection Report

Customer: \_\_\_\_\_

Site Address: \_\_\_\_\_

Did the landscaping crew perform the following? (Check off item if work was completed. Write N/A if not applicable)

\_\_\_\_\_ Lawn area mowed 2" – 3" in height

\_\_\_\_\_ Shrubs / Bushes trimmed

\_\_\_\_\_ Planting beds maintained

\_\_\_\_\_ Weeds pulled / Removed from site

\_\_\_\_\_ Short Trees (under 15 ft') trimmed (April & October)

\_\_\_\_\_ Irrigation System start up or shut down

\_\_\_\_\_ Lawn areas fertilized

\_\_\_\_\_ Other

Any extra or seasonal work needed? (check off item if needed. Then submit proposal to customer)

\_\_\_\_\_ Tall Trees (over 15 ft') trimmed (April and October)

\_\_\_\_\_ Install new mulch to all planting beds

\_\_\_\_\_ Other

Condition of job site: \_\_\_\_\_ Good \_\_\_\_\_ Fair \_\_\_\_\_ Poor \_\_\_\_\_

Any proposals forthcoming? Yes \_\_\_\_\_ No \_\_\_\_\_

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: (who completed inspection) \_\_\_\_\_

Verified by: (Qualified Inspector) \_\_\_\_\_



**Orozco Landscape: Inspection for Los Angeles County DPW Landscape Maintenance West Area Services pg. 1**

Initial Inspection ( )      Final Inspection( )

Jobsite \_\_\_\_\_ Date Inspected \_\_\_\_\_

Is this a priority channel? Yes \_\_\_\_\_ No \_\_\_\_\_

Did you review the specifications of this contract? Yes \_\_\_\_\_ No \_\_\_\_\_

Is the crew familiar with the specifications of this contract? Yes \_\_\_\_\_ No \_\_\_\_\_

Are you familiar with the boundary of this jobsite? Yes \_\_\_\_\_ No \_\_\_\_\_

Is the crew familiar with the boundary of this jobsite? Yes \_\_\_\_\_ No \_\_\_\_\_

Describe the current condition of the jobsite:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

During this inspection, did you notice hazardous waste? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, notify Quality Inspector & Public Works Representative & document monthly maintenance report. Explain:

\_\_\_\_\_  
\_\_\_\_\_

During this inspection, did you notice any erosion 6 inches or deeper? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, notify Quality Inspector & Public Works Representative & document monthly maintenance report. Explain:

\_\_\_\_\_  
\_\_\_\_\_

During this inspection, did you notice any missing trees or plants? Any dead trees or plants? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, notify Quality Inspector & Public Works Representative & document monthly maintenance report. Explain:

\_\_\_\_\_  
\_\_\_\_\_

During this inspection, did you notice any malfunctions with irrigation? Any sitting water/ponding water? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, notify Quality Inspector & Public Works Representative & document monthly maintenance report. Explain:

\_\_\_\_\_  
\_\_\_\_\_

During this inspection, did you notice any missing valve box covers? Any worn out irrigation filters? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, notify Quality Inspector & Public Works Representative & document monthly maintenance report. Explain:

\_\_\_\_\_  
\_\_\_\_\_

During this inspection, did you notice any Diseased , rodent, insect infestation causing damage to plant or trees? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, notify Quality Inspector & Public Works Representative & document monthly maintenance report. Explain:

\_\_\_\_\_  
\_\_\_\_\_



**Orozco Landscape: Inspection for Los Angeles County DPW Landscape Maintenance West Area Services pg. 2**

During this inspection, did you notice any missing tree stakes and ties on trees fewer than 3 inches in diameter?  
Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, notify Quality Inspector & Public Works Representative & document monthly maintenance report. Replace stakes/ties. Explain:  
\_\_\_\_\_  
\_\_\_\_\_

Are shrubbery and vines at maximum height of 4 feet? Are shrubs at access gates at the maximum height of 4 feet?  
Yes \_\_\_\_\_ No \_\_\_\_\_ Trimming required? Yes \_\_\_\_\_ No \_\_\_\_\_

Is groundcover away from paved surfaces? Yes \_\_\_\_\_ No \_\_\_\_\_ Pruning required? Yes \_\_\_\_\_  
No \_\_\_\_\_

Are vines and ornamental grass trimmed away from access road or bike trail? Yes \_\_\_\_\_ No \_\_\_\_\_  
Pruning required? Yes \_\_\_\_\_ No \_\_\_\_\_

Is Mulch evenly applied 3-4 inches in depth? Is mulch at least 2 inches away from trunk? Yes \_\_\_\_\_  
No \_\_\_\_\_ is reapplication needed?

Weed control. Are weeds maintained? Yes \_\_\_\_\_ No \_\_\_\_\_ Weeds can be manually pulled, weed  
whipped, or chemically treated with PWR approval in shrubbery, groundcover, rock, gravel, ornamental grass area,  
stone area mulch or decomposed granite area.  
Comments \_\_\_\_\_  
\_\_\_\_\_

Is there vertical clearance of 7 feet for pedestrian access areas? Yes \_\_\_\_\_ No \_\_\_\_\_  
Trimming required? Yes \_\_\_\_\_ No \_\_\_\_\_

Is there vertical clearance of 14 feet for vehicular roadways? Yes \_\_\_\_\_ No \_\_\_\_\_  
Trimming required? Yes \_\_\_\_\_ No \_\_\_\_\_

Is traffic control required? Yes \_\_\_\_\_ No \_\_\_\_\_

Is area free of litter? Yes \_\_\_\_\_ No \_\_\_\_\_ if not, clear all non hazardous debris including animal feces.

Any trash cans/ receptacles? Yes \_\_\_\_\_ No \_\_\_\_\_ clean and empty once a week.

Any pet litterbag dispensers? Yes \_\_\_\_\_ No \_\_\_\_\_ restock dispenser with pet litterbags.

Extra/ As Needed work needed?

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Note any and all materials included in lump sum price used for this site:

\_\_\_\_\_  
\_\_\_\_\_ i.e.:  
plant and trees installed; replace or clean damaged or clogged bubbler heads; replace or clean damaged drip line  
emitters; repair broken drip lines, lean filters.

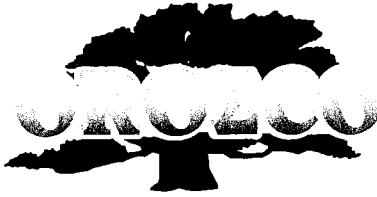
Signature: (who completed inspection): \_\_\_\_\_ Date: \_\_\_\_\_

Verified by: (Qualified Inspector) \_\_\_\_\_ Date: \_\_\_\_\_



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Orozco Landscape and Tree Company  
1419 S. East End Ave Pomona Ca 91766



## *Landscape and Tree Company*

### **Quality Assurance Program continued**

#### **Quality Control Documentation, Review and Reporting**

Orozco Landscape and Tree Company maintain all inspection reports and monthly maintenance service reports completed in our office. Initial inspection reports and final inspection report forms are kept for each work location. The onsite supervisor/foreman notates daily inspections of work sites. Copies of the dump receipts, plant or tree receipts if applicable will be attached to the monthly report forms, and invoices. A copy of all receipts will be left at our office. All of our inspection reports and any other required documentation will be easily accessible to the Public Works Representative upon request.



CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1001 I STREET  
SACRAMENTO, CALIFORNIA 95814

ISSUED January 01, 2014  
EXPIRES December 31, 2015

MAINTENANCE GARDENER PEST  
CONTROL BUSINESS LICENSE

LICENSE NO. 35887

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

Mailing Address

OROZCO LANDSCAPE & TREE CO.  
1419 S. EAST END AVENUE  
POMONA, CA 91766

Business Location

OROZCO LANDSCAPE & TREE CO.  
1419 S EAST END AVE  
POMONA, CA 91766

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

State Of California  
CONTRACTORS STATE LICENSE BOARD  
ACTIVE LICENSE



License Number 780564

Business Name J OROZCO ENTERPRISES INC DBA  
OROZCO LANDSCAPE AND TREE CO

Entity CORP

Classification C27 C61/D49

Expiration Date 05/31/2015

www.cslb.ca.gov





# County of Los Angeles

No. 5000020

## AGRICULTURAL PEST CONTROL REGISTRATION

For Calendar Year Ending December 31, 2014

Name: OROZCO LANDSCAPE & TREE CO. 909-623-8287  
(TELEPHONE)

Address: 1419 S EAST END AVENUE POMONA CA 91766  
(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   |
| <input type="checkbox"/> (P) Microbial Pest Control                               |   |

Agricultural Commissioner/Director of Weights and Measures  
County of Los Angeles

Date: December 4, 2013

**Maintenance Gardener**  
State Business License No. 35887

Revised PUEa-05 (2-08)

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/29/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Landscape Contractors (Lic#0755906) Insurance Services, Inc. 1835 N. Fine Avenue Fresno CA 93727	CONTACT NAME: Victoria Mitchell
	PHONE (A/C No, Ext): (559) 650-3555 FAX (A/C No): (559) 650-3558
	E-MAIL ADDRESS: vanderson@lcisinc.com
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: ARCH Insurance Company 11150
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
INSURED J. Orozco Enterprises, Inc., DBA: Orozco Landscape And Tree Co. 1419 East End Avenue Pomona CA 91766	INSURER F:

COVERAGES CERTIFICATE NUMBER: 13-14 Pkg &amp; Auto REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		LCPKG0102605	11/4/2013	11/4/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> \$1,000 PD DED					PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMPI/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY		LCPKG0102605	11/4/2013	11/4/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						Underinsured motorist \$ 1,000,000
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
RE: Channel Right of Way Clearing, East WO#1932 Maintenance Area  
Primary Insurance/Non Contributory, Completed Operations per attached 00GL0545000512 & On going per attached CG2010  
L.A. County, its special district, its officials, officers, and employees are named as additional insured

## CERTIFICATE HOLDER

(626) 458-2197

L.A. County Dept of Public Works  
Administrative Service Section  
Attn: Mr Benjamin Sandoval  
900 S Fremont Avenue  
Alhambra, CA 91803-2197

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

V Mitchell/KSAENZ

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS  
(FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

L.A. County, its special district, its officials, officers, and employees

Primary Insurance: Such Insurance as is afforded by this endorsement for the additional insured shall apply as primary insurance. Any other Insurance maintained by the additional insured shall be excess only and not-contributory with the insurance afforded by this endorsement with regards to work performed by or on behalf of the named insured with respects to landscape service performed @ Channel Right of Way Clearing, East WO#1932 Maintenance Area

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule (hereafter Additional Insured), but only with respect to liability arising out of "your work" for the Additional Insured by or for you. This insurance does not apply to liability of the Additional Insured for claims or "suits" arising out of construction defects or faulty workmanship to the extent that such claims or "suits" arise out of, pertain to, or relate to the negligence of the Additional Insured or its other agents, servants, or independent contractors who are responsible to the Additional Insured, or for defects in design furnished by those persons, or to the extent the claims or "suits" do not arise out of, pertain to, or relate to the scope of "your work" for that Additional Insured by or for you. With regard to such non-covered claims or "suits", or portions thereof, we shall have no duty to defend the Additional Insured nor shall we have the obligation to pay or reimburse the Additional Insured for any costs of fees incurred or paid to defend the Additional Insured.

All other terms and conditions of the Policy remain unchanged.

Endorsement Number: N/A

Policy Number: LCPKG0102605

Named Insured: J. Orozco Enterprises, Inc.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 11-04-2010

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSONS OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
L.A. County, its special district, its officials, officers, and employees (Excluding Professional Liability)	Channel Right of Way Clearing, East WO#1932 Maintenance Area
Information required to complete this schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who is An Insured** is amended to include as an addition insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to “bodily injury” or “property damage: occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/18/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Landscape Contractors (Lic#0755906)</b> <b>Insurance Services, Inc.</b> <b>1835 N. Fine Avenue</b> <b>Fresno CA 93727</b>	CONTACT NAME: <b>Victoria Mitchell</b>	
	PHONE (A/C No. Ext): <b>(559) 650-3555</b>	FAX (A/C No.): <b>(559) 650-3558</b>
E-MAIL ADDRESS: <b>vanderson@lcisinc.com</b>		
INSURER(S) AFFORDING COVERAGE <b>INSURER A National Surety Corporation</b>		NAIC # <b>21881</b>
INSURED <b>J. Orozco Enterprises, Inc.,</b> <b>DBA: Orozco Landscape And Tree Co.</b> <b>1419 East End Avenue</b> <b>Pomona CA 91766</b>		
INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :		

COVERAGES CERTIFICATE NUMBER: 14-15 WC REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (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"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC 81021270	6/18/2014	6/18/2015	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 RE: Channel Right of Way Clearing, East Maintenance Area 2013-ANO34  
 \*\*\*\*\* WC Waiver of Subrogation on Order\*\*\*\*\*

WC Waiver of Subrogation attached 07-03-2014

<b>CERTIFICATE HOLDER</b> (626) 458-2197  <b>L.A. County Dept of Public Works</b> <b>Administrative Service Section</b> <b>Attn: Janet Lee</b> <b>900 S Fremont Avenue</b> <b>Alhambra, CA 91803-2197</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  V Mitchell/KSAENZ
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**Workers' Compensation and Employers' Liability Insurance Policy  
Waiver of Our Right to Recover From Others Endorsement - California  
WC 04 03 06**

If the following information is not complete, refer to the appropriate Schedule attached to the policy.

Insured J. Orozco Enterprises, Inc., DBA:  
Orozco Landscape And Tree Co.

Policy Number WC 81021270

Producer National Surety Corporation

Effective Date 06-18-2014

**Schedule**

**Person or Organization:**

All entities that you perform work for under a written contract that requires that you waive your right to recover from others.

**Job Description:**

All work performed within the State of California.

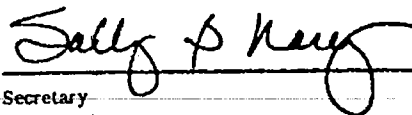
**Additional Premium %**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be the percentage, as shown in the Schedule applicable to this endorsement, of the California workers' compensation premium otherwise due on such remuneration.

This Form must be attached to Change Endorsement when issued after the policy is written.  
One of the Fireman's Fund Insurance Companies as named in the policy

  
Secretary

  
President

81

1 2875 0 000000

INSUR

06 EFCG.P152.B12F401  
CIZ  
001422B

VERIFICATION OF PROPOSAL

DATE: 7/14, 2014 THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:

1. This Declaration is given in support of a Proposal for a Contract with The County Of Los Angeles. The Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the Proposal may be rejected at the Director's sole judgment and his/her judgment shall be final.

2. Name of Service: LANDSCAPE MAINTENANCE

DECLARANT INFORMATION

3. Name Of declarant: JOSE J. OROZCO AND CARLOS OROZCO

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: PRESIDENT, OPERATIONS MANAGER

PROPOSER INFORMATION

6. Proposer's full legal name: J. OROZCO ENTERPRISES, INC. Telephone No.: 909-623-8287

Physical Address (NO P.O. BOX): 1419 S. EAST END AVE POMONA CA 91766 Mobile No.:

e-mail: CARLOS@OROZCOLANDSCAPE.COM Fax No.: 909-469-0634

County WebVen No.: 10125201 IRS No.: 33-0899734 Business License No.: 780564

7. Proposer's fictitious business name(s) or dba(s) (if any): OROZCO LANDSCAPE AND TREE COMPANY

County(s) of Registration: LOS ANGELES State: CA Year(s) became DBA: 1999/2000

8. The Proposer's form of business entity is (CHECK ONLY ONE):

[ ] Sole proprietor Name of Proprietor:

[X] A corporation: Corporation's principal place of business: POMONA CA

State of incorporation: CA Year incorporated: 2000

[ ] Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts President/CEO: Secretary:

[ ] A general partnership: Names of partners:

[ ] A limited partnership: Name of general partner:

[ ] A joint venture of: Names of joint venturers:

[ ] 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) JOSE J. OROZCO Title PRES. Phone 909-623-8287 Fax 909-4690634

Street 1419 S. EAST END AVE City POMONA State CA Zip 91766

Name(s) CARLOS OROZCO Title OPERATIONS MGR Phone 9096238287 Fax 9094690634

Street 1419 S. EAST END AVE City POMONA State CA Zip 91766

10. Is your firm wholly or majority owned by, or a subsidiary of another firm? [X] No [ ] 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? [X] No [ ] 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? [X] No [ ] Yes

If yes, indicate the associated company's name:

13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.

14. I am making these representations and all representation contained in this proposal based on information that they are true and correct to the best of my information and belief.

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

Signature of Proposer or Authorized Agent: Date: 7/14/14

Type name and title: CARLOS OROZCO, OPERATIONS MANAGER

**SCHEDULE OF PRICES**  
**FOR**  
**LANDSCAPE MAINTENANCE SERVICES WEST AREA**  
**(2014-PA020)**

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

**NOTE:**

**Dumping Fees:**

Public Works will reimburse all dumping fees upon request and verification of the paid fees, no mark-up will be allowed. Public Works will not pay for labor and transportation of debris to the dumpsite.

**Fertilizer and Mulch:**

If fertilizer or mulch is needed during the regular maintenance of the sites, it is the responsibility of the Contract to provide them; however, if fertilizer or mulch is required during the as-needed work, Public Works will pay for them. Public Works will reimburse the Contractor for the price of fertilizer or mulch, upon request and verification of the paid fees, no mark-up will be allowed. Public Works will not pay for labor and transportation of fertilizer and mulch to the sites.

<u>Item</u>	<u>Task Description</u>	<u>Total Acres</u>	<u>Monthly Price</u>	<u>No. of Months</u>	<u>Annual Price</u> (Monthly Price X 12)
<b>A.</b>	Provide Landscape Maintenance Services according to Exhibit A, Scope of Work, for the following locations: (See Exhibit A, Items B 1-15, Work Location for West Area)				
	1. Calabasas Creek at Hattera Street/Fallbrook Avenue, Canoga Park.	0.37	\$500.00	X 12	\$6000.00
	2. Aliso Creek on Wilbur Avenue N/O Lanark Street, Reseda.	0.13	\$200.00	X 12	\$2400.00

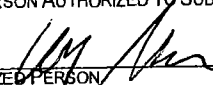


3.	Aliso Creek on San Fernando, Mission Road E/O Newcastle, Granada Hills.	0.49	\$500.00	X 12	\$6000.00
4.	East Canyon Channel on Rinaldi Street W/O I-(5), Mission Hills.	0.54	\$500.00	X 12	\$6000.00
5.	Cheseboro Creek on Agoura Road S/O Ventura Freeway, Agoura Hills.	0.08	\$200.00	X 12	\$2400.00
6.	Bell Creek at Owensmouth Avenue, Canoga Park.	0.14	\$300.00	X 12	\$3600.00
7.	Los Angeles River Ernie's Walk b/w Valleyheart - River, Los Angeles.	1.20	\$1200.00	X 12	\$14400.00
8.	Los Angeles River Laurel Canyon Greenway S/S River, Studio City.	1.75	\$1200.00	X 12	\$14400.00
9.	Los Angeles River, North Valleyheart Riverwalk (North Bank) from Fulton Avenue to Coldwater Canyon Avenue, Studio City.	1.92	\$1200.00	X 12	\$14400.00
10.	Los Angeles River, South Bank, from Coldwater Canyon Avenue to approximately 520 feet upstream, Studio City.	0.59	\$1000.00	X 12	\$12000.00
11.	Los Angeles River Headwaters Project - north and south bank, from Owensmouth Avenue to Mason Avenue (Includes small portion of Browns Creek), Canoga Park.	8.41	\$2500.00	X 12	\$30000.00
12.	Santa Clarita Yard, Santa Clarita	1.71	\$2500.00	X 12	\$30000.00
13.	Pacoima Wash,	0.01	\$200.00	X 12	\$2400.00

	Van Nuys.				
14.	Tujunga Wash Greenway Phase II, from Vanowen Street to Sherman Way, Van Nuys.	8.16	\$1800.00	X 12	\$21600.00
15.	Tujunga Wash Greenway Phase I, from Oxnard Street to Vanowen Street, Van Nuys.	15.3	\$2500.00	X 12	\$30000.00
16.	Dunsmuir SPS, Glendale	37.5	\$3000.00	X 12	\$36000.00
	Total Acres	78.3			
<b>Total Annual Proposed Price for Item A.</b>					<b>\$ 231,600.00</b>

<u>Item</u>	<u>Task Description</u>	<u>Hourly Rate for Work</u>	<u>Annual Proposed Cost</u>
<b>B.</b>	As-Needed Items (Only to be performed with Public Works approval) Exhibit A, Item C-10, a-f		
B.1	a. Manual operation of irrigation system past the required 30-day period. b. Irrigation system repairs. c. Replant trees, shrubs, ground cover, plants, etc. (See Exhibit A, C.10.a-c)	\$ 22.00 x 3,000 Hours	\$ 66,000.00
B.2	d. Major tree-trimming, tree removal, and stump and root removal, hourly. (See Exhibit A, C.10.d)	\$ 40.00 x 2,000 Hours	\$ 80,000.00
B.3	e. After-hours emergency to shut off water, each. (See Exhibit A, C.10.e)	\$ 70.00 x 100 Each	\$ 7,000.00
B.4	f. Hydroseeding, hourly <u>Note:</u> Public Works will reimburse seed material and erosion control devices at no mark-up.	\$ 30.00 x 4,000 Hours	\$ 120,000.00
<b>Total Annual Proposed Price for Item B.1-B.4</b>			<b>\$273,000.00</b>
<b>Total Annual Proposed Price for Item A. &amp; B.</b>			<b>\$504,600.00</b>

FORM PW-2.2  
(Addendum 2)

LEGAL NAME OF PROPOSER J. Orozco Enterprises, Inc. DBA Orozco Landscape and Tree Company		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON Operations Manager		
DATE 7/21/14	STATE CONTRACTOR'S LICENSE NUMBER 780564	LICENSE TYPE C27 C61 D49
PROPOSER'S ADDRESS: 1419 S. East End Ave Pomona Ca 91766		
PHONE PH: 909-623-8287	FACSIMILE Fax: 909-469-0634	E-MAIL carlos@orozcolandscape.com

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**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: <b>J. Orozco Enterprises, Inc. DBA Orozco Landscape and Tree Company</b>			
Company Address: <b>1419 S. East End Ave</b>			
City: <b>Pomona</b>	State: <b>CA</b>	Zip Code: <b>91766</b>	
Telephone Number: <b>909-623-8287</b>			
(Type of Goods or Services): <b>landscape maintenance</b>			

**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.**  
  

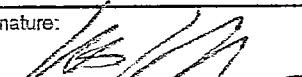
**"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.**

**"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: <b>Carlos Orozco</b>	Title: <b>Operations Manager</b>
Signature: 	Date: <b>7/14/14</b>

**CONTRACTOR'S INDUSTRIAL SAFETY RECORD**

PROPOSED CONTRACT FOR: J. Orozco Enterprised Inc. DBA Orozco Landscape and Tree Company  
 SERVICE BY PROPOSER landscape maintenance  
 PROPOSAL DATE: 7/14/14

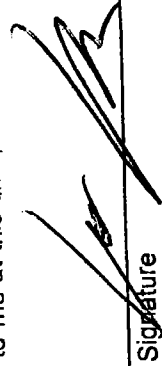
This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of 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

	2009	2010	2011	2012	2013	Total	Current Year to Date
1. Number of contracts.	210	250	290	310	320	1380	183
2. Total dollar amount of Contracts (in thousands of dollars).	2,153,672	2,981,425	3,258,669	3,258,669	2,862,675	14,155,328	1,621,469.74
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.

Mr. Carlos Orozco, Operations Manager  
 Name of Proposer or Authorized Agent (print)

  
 Signature

7/14/14  
 Date

CONFLICT OF INTEREST CERTIFICATION

I, Carlos Orozco

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

of J. Orozco Enterprises, Inc. DBA Orozco Landscape and Tree Company  
Name of proposer

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

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

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

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

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

Signed 

Date 7/14/14

**PROPOSER'S REFERENCE LIST**

**PROPOSER NAME:** J. Orozco Enterprises, Inc. DBA Orozco Landscape and Tree Company

**PROPOSED CONTRACT FOR:** West Area Landscape Maintenance

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.**

<b>SERVICE:</b> Channel ROW Clearing East Maintenance Area	<b>SERVICE DATES:</b> 9/2009 to present
<b>DEPT/DISTRICT:</b> LA County DPW Flood Division	
<b>CONTACT:</b> Rick Edwards	
<b>TELEPHONE:</b> 626-445-7630	
<b>FAX:</b> 626-445-5497	
<b>E-MAIL:</b> redwards@ladpw.org	

<b>SERVICE:</b> Channel ROW Clearing West Maint. Area	<b>SERVICE DATES:</b> 9/2010 to present
<b>DEPT/DISTRICT:</b> LA County DPW Flood Division	
<b>CONTACT:</b> Jairo Flores	
<b>TELEPHONE:</b> 818-896-0634	
<b>FAX:</b> 818-899-1372	
<b>E-MAIL:</b> JFlores@dpw.lacounty.gov	

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

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

**B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES**

<b>SERVICE:</b> landscape and tree maint, weed & brush removal, tree trimming, irrigation repair	<b>SERVICE DATES:</b> 2007 to present
<b>AGENCY/ FIRM:</b> Metropolitan Water District of Southern California	
<b>ADDRESS:</b> PO Box 54153 Los Angeles, Ca 90054	
<b>CONTACT:</b> John Niedhamer or Richard Arroyo	
<b>TELEPHONE:</b> 909-228-4973 or 818-832-2178	
<b>FAX:</b> 213-576-5496 or 213-576-5329	
<b>E-MAIL:</b> JNiedhamer@mwdh2o.com   rarroyo@mwdh2o.com	

<b>SERVICE:</b> landscape & tree maint, weed abatement, tree trimming, irrigation	<b>SERVICE DATES:</b> 2005 & 2012 to present
<b>AGENCY/ FIRM:</b> City of Corona Dept. of Water and Power	
<b>ADDRESS:</b> 755 Public Safety Way Corona Ca 92880	
<b>CONTACT:</b> George Jackson	
<b>TELEPHONE:</b> 951-453-0771 or 951-555-0241	
<b>FAX:</b>	
<b>E-MAIL:</b> george.jackson@ci.corona.ca.us	

<b>SERVICE:</b> landscape and tree maintenance, chemical & mechanical weed control, tree trimming, irrigation	<b>SERVICE DATES:</b> 2007 to present
<b>AGENCY/ FIRM:</b> Cushman & Wakefield, Northmarq Real Estate Svc	
<b>ADDRESS:</b> 1003 E. Brier Dr. San Bernardino, Ca 92408	
<b>CONTACT:</b> Marge Almond	
<b>TELEPHONE:</b> 909-796-7083	
<b>FAX:</b> 909-796-8950	
<b>E-MAIL:</b> marge.almond@cushwakenm.com	

<b>SERVICE:</b> landscape & tree maint, weed control, mechanical and chemical, irrigation repairs	<b>SERVICE DATES:</b> 2/2012 to present
<b>AGENCY/ FIRM:</b> City of Glendora Commercial Svc Parks Yard	
<b>ADDRESS:</b> 1636 Compromise Line Road Glendora Ca 91741	
<b>CONTACT:</b> Andrea Miller	
<b>TELEPHONE:</b> 626-852-4871	
<b>FAX:</b>	
<b>E-MAIL:</b> amiller@ci.glendora.ca.us	

**PROPOSER'S REFERENCE LIST**

**PROPOSER NAME:** J. Orozco Enterprises, Inc. DBA Orozco Landscape and Tree Company

**PROPOSED CONTRACT FOR:** West Area Landscape Maintenance

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:	
FAX:	
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: tree trimming and irrigation repairs	SERVICE DATES: 3/13 to present
AGENCY/FIRM: Public Storage	
ADDRESS: 701 Western Ave Glendale Ca 91201	
CONTACT: Ben Cardenas	
TELEPHONE: 818-618-6697	
FAX:	
E-MAIL: BCardenas@publicstorage.com	

SERVICE: landscape and tree maintenance tree trimming, irrigation repairs, chemical & mechanical weed abatement	SERVICE DATES: 1999 to present
AGENCY/FIRM: Verizon Wireless	
ADDRESS: 14712 Sinclair Circle, Suite A, Tustin Ca 92780	
CONTACT: Jeffrey Hollenbeck	
TELEPHONE: 714-669-3587	
FAX: 714-669-3520	
E-MAIL: Jeffrey.Hollenbeck@VZW.com	

SERVICE: landscape and tree maintenance chemical/mechanical weed control; irrigation; tree trimming, installations	SERVICE DATES: 2009 to present
AGENCY/FIRM: Universal Site Services	
ADDRESS: 760 E. Capital Ave Milpitas CA 95035	
CONTACT: Dee Sanders	
TELEPHONE: 800-647-9337	
FAX: 408-258-0122	
E-MAIL: DSanders@universalsiteservices.com	

SERVICE: landscape & tree maintenance tree trimming & irrigation; weed control	SERVICE DATES: 7/12 to present
AGENCY/FIRM: County of Riverside EDA Facilities Management	
ADDRESS: 3133 Mission Inn Ave Riverside Ca 92509	
CONTACT: Chris Koelling	
TELEPHONE: 951-901-5970	
FAX: 951-779-3060	
E-MAIL: CKoelling@rivcoeda.org	




**PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

Proposer's Name	J. Orozco Enterprises, Inc. DBA Orozco Landscape and Tree Company
Address	1419 S. East End Ave Pomona Ca 91766
Internal Revenue Service Employer Identification Number	33-0899734

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	J. Orozco Enterprises, Inc. DBA Orozco Landscape and Tree Company	
Authorized representative	Carlos Orozco, Operations Manager	
Signature		Date 7/14/14

**LIST OF SUBCONTRACTORS**

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

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

Name Under Which Subcontractor Is Licensed	License Number	Address	Specific-Description of Subcontract Service
<b>Note: The use of subcontractors is prohibited for this service</b>			

**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: J. Orozco Enterprises, Inc. DBA Orozco Landscape and Tree Company

My County (WebVen) Vendor Number: 10125201

**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): 53

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

Race/Ethnic Composition	Owners/Partners/Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American	0	0	0	0	0	0
Hispanic/Latino	1	0	3	1	46	2
Asian or Pacific Islander	0	0	0	0	0	0
American Indian	0	0	0	0	0	0
Filipino	0	0	0	0	0	0
White	0	0	0	0	0	0

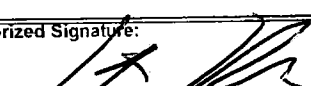
**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	0 %	100 %	0 %	0 %	0 %	0 %
Women	0 %	0 %	0 %	0 %	0 %	0 %

**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
n/a					

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

Authorized Signature:  Title: Operations Manager Date: 7/14/14



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

Telephone: (877) 669-CBES  
FAX: (323) 881-1871

TOM TINDALL  
Director

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

August 07, 2013

JESSE OROZCO  
J. OROZCO ENTERPRISES, INC.  
OROZCO LANDSCAPE AND TREE COMPANY 1419 EAST  
END AVENUE  
POMONA, CA 91766

**Vendor #: 10125201**

Dear JESSE OROZCO:

Congratulations! Your business is now certified as a County of Los Angeles Local Small Business Enterprise (Local SBE). Your Local SBE certification is valid until June 30, 2015.

Your business is eligible for the Local SBE Preference Program consideration in those County of Los Angeles solicitations which include the "Request for Local SBE Preference Program Consideration" form. You must complete the form and provide your Vendor Number in your bid/proposal for each response to receive the preference.

Additionally, the Board of Supervisors established a "Countywide Small Business Payment Liaison and Prompt Pay Program". As a certified Local SBE, your company is now eligible for a 15-day prompt payment. Please call the Office of Small Business at (323) 881-3964 to make an appointment to receive your free Prompt Payment Stamp and instructions.

The County of Los Angeles Office of Small Business reserves the right to request additional information and/or conduct an on-site visit to verify any documentation submitted by the applicant. If there are any changes in the State of California Office of Small Business and DVBE Certification (OSDC) SBE status, ownership, control of the firm or principal place of business during the certification period, you are required to notify this office and the OSDC immediately.

Again, congratulations on your certification. If you have any questions about the Local SBE Program, visit our website at <http://osb.lacounty.gov> or call the Local SBE Customer Service at (877) 669-CBES.

Sincerely,

TOM TINDALL  
DIRECTOR

DEBBIE CABREIRA-JOHNSON  
Program Director

TT:DCJ/ct

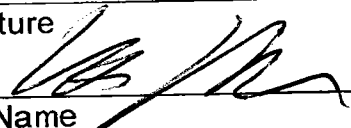
GAIN and GROW EMPLOYMENT COMMITMENT

The undersigned:

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

**OR**

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

Signature 	Title Operations Manager
Firm Name J. Orozco Enterprises, Inc. DBA Orozco Landscape	Date 7/14/14

**TRANSMITTAL FORM TO REQUEST AN RFP  
SOLICITATION REQUIREMENTS REVIEW**

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

Proposer Name: N/A	Date of Request:
Project Title:	Project No.

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

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

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

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

n/a

Request submitted by:

(Name)

(Title)

*For County use only*

Date Transmittal Received by County: \_\_\_\_\_ Date Solicitation Released: \_\_\_\_\_

Reviewed by:

Results of Review - Comments:

Date Response sent to Proposer: \_\_\_\_\_

**CHARITABLE CONTRIBUTIONS CERTIFICATION**

J. Orozco Enterprises, Inc. DBA Orozco Landscape and Tree Company

Company Name

Address

1419 S. East End Ave Pomona Ca 91766

Internal Revenue Service Employer Identification Number

33-0899734

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

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

**CERTIFICATION**

**YES      NO**

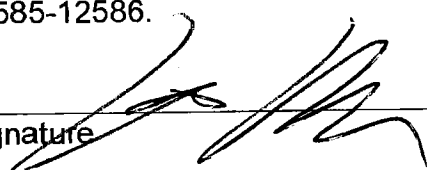
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term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

**OR**

**YES      NO**

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

Signature



Date

7/14/14

Carlos Orozco , Operations Manager

Name and Title (please type or print)

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**TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION**


COMPANY NAME: J. Orozco Enterprises, Inc. DbA Orozco Landscape and Tree Company		
COMPANY ADDRESS: 1419 S. East End Ave		
CITY: Pomona	STATE: Ca	ZIP CODE: 91766

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: Carlos Orozco	TITLE: Operations Manager
SIGNATURE: 	DATE: 7/14/14

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE



**PROPOSER'S LIST OF TERMINATED CONTRACTS**

PROPOSER'S NAME: J. Orozco Enterprises, Inc. DBA Orozco Landscape & Tree Company

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

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

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

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

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

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

SIGNATURE 

DATE: 7/14/14

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: J. Orozco Enterprises, Inc. DBA Orozco Landscape and Tree Co.

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

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

A.  Pending Litigation       Threatened Litigation       Judgment (check one)

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

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B.  Pending Litigation       Threatened Litigation       Judgment (check one)

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

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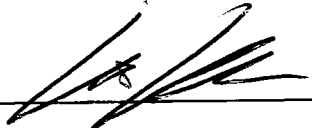
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Signature of Proposer:  Date: 7/14/14

LANDSCAPE MAINTENANCE SERVICES WEST AREA  
(2014-PA020)

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

J. Orozco Enterprises, Inc. Dba Orozco Landscape and Tree Company  
Proposer's Name

1419 S. East End Ave Pomona Ca 91766  
Address

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

Signature of Proposer:  Date: 7/14/14

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

The Proposer certifies that:

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

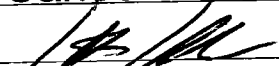
To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

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

**-OR-**

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

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

Print Name: <b>Carlos Orozco</b>	Title: <b>Operations Manager</b>
Signature: 	Date: <b>7/14/14</b>

**REQUEST FOR DVBE PREFERENCE PROGRAM CONSIDERATION FORM**

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

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

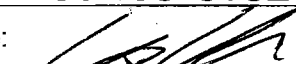
Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed eight percent (8%) in response to any County solicitation.

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

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

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

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

Name of Firm: <b>J. Orozco Enterprises, Inc.</b>	County Webven No. <b>10125201</b>
Print Authorized Name: <b>Carlos Orozco</b>	Title: <b>Operations Manager</b>
Authorized Signature: 	Date: <b>7/14/14</b>

<b>SIGNATURE OF REVIEWER</b>	<b>APPROVED</b>	<b>DISAPPROVED</b>	<b>DATE</b>

**LANDSCAPE MAINTENANCE SERVICES WEST AREA (2014-PA020)  
PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP**

**PROPOSER MUST CHECK A BOX IN EVERY SECTION**

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

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

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

1. Proposer or its managing employee must have five years of experience providing landscaping services.

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

Proposer's Name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number*
J. Orozco Enterprises, Inc. Dba Orozco Landscape and Tree Company	1999  to present	We have been conducting landscape maintenance, tree trimming & removal services, irrigation repair and maintenance, chemical and mechanical weed control and other landscape industry related services since 1999, we incorporated in 2000. We have experience in completing various types of contracts for the County of Los Angeles for many years.	6-32

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

No. Proposer does not meet the experience requirement stated above. **By checking this box, the proposal will be immediately disqualified as non-responsive.**

**Note: Proposer has to complete section 1. 2 of this form if the Minimum Mandatory Requirements No.1 of this RFP is being met by its managing employee.**

- 1.2. Proposer's Managing Employee must have five years of experience providing landscaping services.

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Proposer's Managing Employee's Name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number*
		n/a our company meets the minimum requirement	

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

- No. Proposer's managing employee does not meet the experience requirement stated above. **By checking this box, the proposal will be immediately disqualified as non-responsive.**

2. Proposer's on-site supervising employee must have at least two years of experience supervising landscaping services.

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

Proposer's on-site supervising employee name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number*
Carlos Orozco Operations Manager and Qualified Inspector for the quality assurance program for this contract	2004 to present	Carlos has ten years experience in the landscape maintenance industry to include weed abatement, tree trimming, irrigation repair and installation and pesticide applications. He has managed employees for over 8 years. Carlos monitors all contracts to make sure work adheres to contract guidelines and makes sure our Quality Assurance Program is followed.	13-19

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

- No. Proposer's on-site supervising employee(s) does not meet the experience requirement stated above. **By checking this box, the proposal will be immediately disqualified as non-responsive.**

3. Proposer must submit a copy of a valid and active State Contractor's Class C-27 (Landscaping Contractor) license.

- Yes. Please complete the chart below.

Type of License	License No.	Name of License Holder	Valid/Active Dates
Contractors License	780564	C27 C61 D49	5/31/15

No. Proposer does not have the license as stated above. **By checking this box, the proposal will be immediately disqualified as non-responsive.**

4. Proposer must submit a copy of a valid and active State of California Department of Pesticide Regulation Pest Control Business license.

Yes. Please complete the chart below.

Type of License	License No.	Name of License Holder	Valid/Active Dates	Subcontractor Yes/No
Maintenance Gardener Pest Control Business License	35887	Orozco Landscape and Tree Company	1/2014-12/31/2015	No

No. Proposer does not have the license as stated above. **By checking this box, the proposal will be immediately disqualified as non-responsive.**

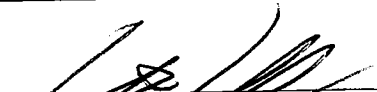
5. Proposer's employee assigned to this project must submit a copy of a valid and active State of California Agricultural Pest Control Qualified Applicator license.

Yes. Please complete the chart below.

Type of License	License No.	Name of License Holder	Valid/Active Dates	Subcontractor Yes/No
California Dept of Pesticide Reg. Qualified Applicator License	120688	Carlos Orozco	2009- 12/31/2015	no

No. Proposer's employee assigned to this project does not have the license as stated above. **By checking this box, the proposal will be immediately disqualified as non-responsive.**

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

Proposer's Name: J. Orozco Enterprises, Inc. DBA Orozco Landscape and Tree Company	
Authorized representative Name: Carlos Orozco, Operations Manager	
Signature: 	Date: 7/14/14





**STATEMENT OF EQUIPMENT FORM  
FOR  
LANDSCAPE MAINTENANCE SERVICES WEST AREA (2014-PA020)**

PROPOSER'S NAME: J. Orozco Enterprises, Inc. DBA Orozco Landscape and Tree Company  
 ADDRESS: 1419 S. East End Ave Pomona Ca 91766  
 TELEPHONE: 909-623-8287

**STATE BELOW THE INFORMATION FOR ALL EQUIPMENT THAT WILL BE DEDICATED AND/OR DESIGNATED PRIMARY BACKUP TO THIS SERVICE**  
 Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.

TYPE OF EQUIPMENT	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	CONDITION OF EQUIPMENT	OPERATIONAL/ NON-OPERATIONAL	LOCATION	DESIGNATION	
								DEDICATED	Check one PRIMARY BACKUP
Trailer	Apache	8x12x2STD	2010	#C00194	excellent	oper.	yard		x
Boom Truck	GMC	C5500	2005	#530302	good	oper.	yard	x	
Truck	Chevy	W4500	2006	#003579	good	oper.	yard		x
Truck	Chevy	Colorado	2012	#135770	excellent	oper.	yard		x
Roll off	Int'l	7600	2013	#J154151	excellent	oper.	yard		x
Truck	GMC	3500	2013	#144728	excellent	oper.	yard		x
Brush Chipper	Vermeer	BC1500	2012	#005260	excellent	oper.	yard		x
Loader	New Holland	LS210	2001	#168068	good	oper.	yard		x
50 yard container	n/a	n/a	n/a	n/a	good	oper.	yard		x
40 yard container	n/a	n/a	n/a	n/a	good	oper.	yard	x	
40 yard container	n/a	n/a	n/a	n/a	good	oper.	yard	x	
40 yard container	n/a	n/a	n/a	n/a	good	oper.	yard		x
20 yard container	n/a	n/a	n/a	n/a	good	oper.	yard		x
Trailer	Aztec	trailer	n/a	#AV6865	good	oper.	yard		x
Trailer	Aztec	trailer	n/a	#VB8998	good	oper.	yard	x	
Trailer	Adspa	trailer	n/a	#047148	good	oper.	yard		x
Dump Truck	GMC	Sierra	2014	#8683	excellent	oper.	yard	x	

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								DEDICATED	Check one PRIMARY BACKUP
Utility truck	GMC	1500 Sierra	2004	#296886	good	oper.	yard		x
Box Van	GMC	G3500 Van	2005	#912322	good	oper.	yard		x
Truck	Chevy	Silv.	2005	#278200	good	oper.	yard		x
16 ft. Dump Truck	GMC	C4500	2004	#516960	good	oper.	yard	x	
Pick up Trucks	Chevy	S10	2003	#261202	good	oper.	yard		x
Truck	Chevy	Silv.	2002	#258798	good	oper.	yard		x
Box Van	Chevy	Cargo Van	2000	#142247	good	oper.	yard		x
Dump Truck	Isuzu	Stakebed	1995	#J02173	good	oper.	yard	x	
Roll Off Truck	Peterbuilt	379 Roll off	1997	#422770	good	oper.	yard		x
Box Truck	GMC	C5C042 C5500	2009	#411659	good	oper.	yard		x
Boom Truck	International		1994	#579548	good	oper.	yard	x	
Boom Truck	GMC	C70	1988	#110977	good	oper.	yard	x	
Dump Truck	GMC	6500	1999	#105189	good	oper.	yard		x
Dump Truck	Chevy	7500	2003	#518865	good	oper.	yard		x
Boom Truck	GMC	C5500	2004	#501574	good	oper.	yard		x
Truck	Chevy	C4500	2004	#511658	good	oper.	yard		x
Chipper Truck	International		2005	#168555	good	oper.	yard	x	

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								DEDICATED	Check one PRIMARY BACKUP
Stakebed Dump Truck	Isuzu	NRR	2011	#300320	excellent	oper.	yard		x
Utility Truck	Chevy	Colorado	2011	#104594	excellent	oper.	yard		x
Truck	Chevy	Silv.	2011	#213640	excellent	oper.	yard		x
Utility Truck	Chevy	Colorado	2010	#263943	excellent	oper.	yard	x	
Truck	Chevy	3500	2010	#219248	excellent	oper.	yard		x
Truck	Chevy	Silv.	2009	#138944	excellent	oper.	yard		x
Utility Truck	GMC	2500	2009	#110549	excellent	oper.	yard	x	
Utility Truck	GMC	Canyon	2008	#150225	good	oper.	yard	x	
Pick up Truck	GMC	Canyon	2007	#121375	good	oper.	yard		x
Pick up Truck	GMC	1/2 ton	2007	#505546	good	oper.	yard		x
Pick up Truck	Chev	1500	2006	#173423	good	oper.	yard		x
1 ton stakebed	GMC	3500	2006	#236811	good	oper.	yard	x	
1 ton stakebed	GMC	3500	2006	#149559	good	oper.	yard		x
1 ton stakebed	GMC	3500	2007	#590111	good	oper.	yard		x
Utility Truck	GMC	3500	2005	#142322	good	oper.	yard		x
Box Van	GMC	Savana	2005	#153517	good	oper.	yard	x	
Box Van	GMC	Van G3500	2005	#909991	good	oper.	yard		x

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								DEDICATED	Check one PRIMARY BACKUP
Mowers	Exmark	Lazer	-	-	good	oper.	yard	X	
Mowers	Exmark	unk	-	-	good	oper.	yard		X
Hedge Trimmers	Echo	165	-	-	good	oper.	yard		X
Weedeaters	Kawasaki	322626	-	TH026 Dayoo	good	oper.	yard		X
Mowers	Honda	HRC216	-	MZCG7921930	good	oper.	yard		X
Mowers	Honda	HRR216va	-	TH026Da700	good	oper.	yard		X
Chainsaws	Echo	341	-	-	good	oper.	yard		X
150 gal. spray tank	n/a	-	-	-	good	oper.	yard		X
50 gal. spray tank	n/a	-	-	-	good	oper.	yard		X
50 gal. spray tank	n/a	-	-	-	good	oper.	yard		X
Leaf Blowers	Shindaiwa	EB633RJ	-	-	good	oper.	yard		X
Leaf Blowers	Echo	PB251	-	-	good	oper.	yard		X
Wheel Barrows	Jackson	-	-	-	good	oper.	yard		X
Wheel Barrows	True Temper	-	-	-	good	oper.	yard		X
Chainsaws	Echo	CS450	-	-	good	oper.	yard		X

**STATEMENT OF EQUIPMENT FORM  
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chainsaws	Echo	341	n/a	n/a	good	oper.	yard	x	
weeders	Tanaka	-	-	-	good	oper.	yard	x	
weeders	Echo	PA5265	-	-	good	oper.	yard		x
Lawnmowers	Toro	GVX150	-	-	good	oper.	yard		x
Cones	-	-	-	-	good	oper.	yard	x	
Arrow Board	Traffic Control	-	-	-	good	oper.	yard		x
Arrow Board	Traffic Control	-	-	-	good	oper.	yard		x
Forestry Truck w/bucketlift	Inter.	Forestry Trk	2013	#52208	excellent	oper.	yard		x
Pole Saws	-	-	-	-	good	oper.	yard	x	
Hedge Trimmers	-	-	-	-	good	oper.	yard	x	
Brush Choppers	-	-	-	-	good	oper.	yard	x	
Rakes	-	-	-	-	good	oper.	yard	x	
Shovels	-	-	-	-	good	oper.	yard		x
Brooms	-	-	-	-	good	oper.	yard		x
Leaf Collectors	-	-	-	-	good	oper.	yard		x
Loppers	-	-	-	-	good	oper.	yard		x
Gator 6 tires Diesel	John Deere	6x4 traditional	2014	#80104	excellent	oper.	yard		x

**STATEMENT OF EQUIPMENT FORM  
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								DEDICATED	Check one PRIMARY BACKUP
Brush Chipper	Vermeer	BC1500	2008	#3275	good	oper.	yard		X
Brush Chipper	Vermeer	BC1500	2010	#4927	good	oper.	yard	X	
Brush Chipper	Vermeer	BC1000	2010	#6797	good	oper.	yard		X
Stump Cutter	Vermeer	SC50TX	-	-	good	oper.	yard		X
Tractor w/ rotary cutter	Kubota	MX5100	2011	#7968	good	oper.	yard	X	
Loader	John Deere	333D	2011	#5096	good	oper.	yard	X	
ZTrac Mower	John Deere	2930A	2011	#0421	good	oper.	yard	X	
Loader	Caterpillar	TH210	2005	#0279	good	oper.	yard	X	
Tractor Loader	Caterpillar	226B	2006	#7672	good	oper.	yard		X
Stump Grinder	Rayco	RG25	2007	#7078	good	oper.	yard	X	
Stump Cutter	Vermeer	SC652	2012	#3303	excellent	oper.	yard		X
Trailer	Apache	8x12x4	2012	#2588	excellent	oper.	yard		X
Trailer 3 axle	Apache	8x15x2hd	2012	#2626	excellent	oper.	yard		X
Trailer 16'	Carson	16'	2011	#9002	excellent	oper.	yard		X
Trailer	Rollsright	FB	2011	#6214	excellent	oper.	yard		X
Trailer	Big Tex	25GN24BCT5	2008	#8344	good	oper.	yard		X
Trailer	Big Tex	14' BT Vang	2007	#3530	good	oper.	yard		X

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**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:				n/a Orozco Landscape is not applying for an exemption			
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):		

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

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



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

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

\_\_\_\_\_

\_\_\_\_\_

n/a

\_\_\_\_\_

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

PRINT NAME:	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): \_\_\_\_\_

- 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.

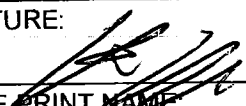
- I **do not** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- I **do have** a bona fide health care benefit plan for those employees who will 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: J. Orozco Enterprises, Inc. DBA Orozco Landscape and Tree Company	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct.	
SIGNATURE: 	DATE: 7/14/14
PLEASE PRINT NAME: Carlos Orozco	TITLE OR POSITION: Operations Manager

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:

[X] 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:

[X] 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):

- [X] 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):

- [X] 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):

- [X] 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.

[Signature]
Owner's/Agent's Authorized Signature

Carlos Orozco, operations manager
Print Name and Title

J. Orozco Enterprises, Inc. DBA Orozco Landscape
Print Name of Firm

7/14/14
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: <span style="float: right;">n/a</span>	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: <span style="float: right;">n/a</span>
	City, State, Zip: <span style="float: right;">Orozco Landscape has no claims or investigations</span>
<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><b>Proposer Name:</b> <u>Orozco Landscape has no claims</u></p> <p><b>Contracting Department:</b> _____ or investigations</p> <p><b>Department Contact Person:</b> _____</p> <p><b>Phone:</b> _____</p>	<p><b>RANGE OF DEDUCTION</b> _____ (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>	8 - 10% Consider investigating a finding of proposer non-responsibility**	16 - 20% Consider investigating a finding of proposer non-responsibility**
<p><b>SIGNIFICANT</b> County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.*</p>	4 - 7%	8 - 14% Consider investigating a finding of proposer non-responsibility**
<p><b>MINOR</b> County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*</p>	2 - 3%	4 - 6%
<p><b>INSIGNIFICANT</b> County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.*</p>	0 - 1%	1 - 2%
<p><b>NONE</b> County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*</p>	0	N/A

**Assessment Criteria**

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

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

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

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

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

Proposer: Orozco Landscape and Tree Company

Name of Proposer's Health Plan: \_\_\_\_\_ Date: \_\_\_\_\_

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

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium			
Employee only	Y N	\$	n/a we do not have a bona fide healthcare plan, we pay each employee
Employee + 1 dependent	Y N	\$	
Employee + 2 dependents	Y N	\$	
Employee + 3 dependents	Y N	\$	
Proposer's portion of above health premium payment			under this contract a min. hourly rate of \$11.84
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 \_\_\_ DAYS.
- B. NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS \_\_\_ DAYS.
- C. NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS \_\_\_ DAYS.
- D. NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS \_\_\_ DAYS.
- E. NUMBER OF PAID HOLIDAYS PER YEAR IS \_\_\_ DAYS.

n/a we do not have a bona fide healthcare plan, we pay each employee under this contract a min. hourly rate of \$11.84







## Bid Detail Information

**Bid Number :** PW-ASD # 928  
**Bid Title :** Landscape Maintenance Services West Area (2014-PA020)  
**Bid Type :** Service  
**Department :** Public Works  
**Commodity :** GROUNDS MAINTENANCE: MOWING, EDGING, PLANT (NOT TREE) TRIMMING, ETC.  
**Open Date :** 6/26/2014  
**Closing Date :** 7/23/2014 5:30 PM  
**Bid Amount :** \$ 500,000  
**Bid Download :** Not Available  
**Bid Description :** PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Landscape Maintenance Services West Area (2014-PA020). This contract has been designed to have a potential maximum contract term of five years, consisting of an initial five-year term and four potential additional one year option renewals. The total annual contract amount of this service is estimated to be \$500,000. 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. Edwin Manoukian at (626) 458 4057, [emanoukian@dpw.lacounty.gov](mailto:emanoukian@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): At the time of proposals submission, Proposers must meet all minimum requirements set forth in the RFP document including, but not limited to:

1. Proposer or its managing employee must have five years of experience providing landscaping services.
2. Proposer's on-site supervising employee must have at least two years of experience supervising landscaping services.
3. Proposer must hold a valid and active California-issued landscaping license, Contractor Classification C-27. In addition, Proposer must hold a valid and active State of California Department of Pesticide Regulation Pest Control business license, and Proposer employee assigned to this project must hold a valid and active State of California Qualified Applicator license.
4. The use of subcontractors is prohibited for these services. Please disregard all references to subcontractor in this RFP.

A Proposers' Conference will be held on Wednesday, July 9, 2014, at 1:30 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room D. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference.

The deadline to submit proposals is Wednesday, July 23, 2014, at 5:30 p.m. Please direct your questions to Mr. Manoukian at the number listed on the previous page.

**Contact Name :** Edwin Manoukian  
**Contact Phone# :** (626) 458-4057  
**Contact Email :** [emanoukian@dpw.lacounty.gov](mailto:emanoukian@dpw.lacounty.gov)  
**Last Changed On :** 6/26/2014 7:58:03 AM

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