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Caring for Our Coast

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January 21, 2025

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

7 January 21, 2025

Edward Yen
EDWARD YEN
EXECUTIVE OFFICER

**APPROVAL OF CONTRACT FOR LANDSCAPE MAINTENANCE SERVICES
(SUPERVISORIAL DISTRICT 2)
(3 VOTES)**

SUBJECT

This action is to award a contract providing landscape maintenance services on public grounds in Marina del Rey for Los Angeles County Department of Beaches and Harbors ("Department" or "Beaches and Harbors").

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed action is not subject to the California Environmental Quality Act for the reasons stated in this Board letter.
2. Find that landscape maintenance services can be performed more economically by an outside landscape maintenance services operator than by County employees.
3. Approve award of and instruct the Chair to sign a three-year contract, with two one-year renewal options and an additional six month-to-month extension options with Mariposa Landscapes, Inc., commencing on March 1, 2025 through February 29, 2028, at an annual contract sum of \$638,064, for a total maximum amount of \$3,860,287 over the potential total term of five years and six months, which is inclusive of any potential increase of 10% annually for any unforeseen increase in services, but excludes any potential Cost of Living Adjustments.
4. Delegate authority to the Director of Beaches and Harbors to prepare and execute contract amendments to extend the contract for the two one-year renewal options and the six month-to-month extension options for this contract, if, in the opinion of the Director or his designee, Mariposa

Landscapes, Inc., has effectively performed the services during the previous contract period and the services are still needed and required.

5. Delegate authority to the Director of Beaches and Harbors to increase the contract amount by up to an additional 10% in any year of the contract (including any extension option period) for any additional or unforeseen services within the scope of this contract (subject to the availability of funds the Department's budget) and to make any potential Cost of Living Adjustments after the first three years of the contract.

6. Delegate authority to the Director of Beaches and Harbors to approve and execute change orders and amendments to i) incorporate necessary changes within the scope of work; ii) execute amendments should the contracting entity merge, be acquired or otherwise change entities; and iii) suspend or terminate the contract if, in the opinion of the Director or his designee, it is in the best interest of the County of Los Angeles to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the contract (Attachment I) with Mariposa Landscapes, Inc. (Mariposa) will enable the Department to continue to maintain landscaping on the public grounds in Marina del Rey using the services of a private contractor. Through quality landscape maintenance, the Department ensures visitor's enjoyment of parks, bike paths and other public areas, while also effectively setting a standard for the upkeep of landscape in Marina del Rey on privately maintained and operated leaseholds.

Landscape maintenance services have been contracted out since 1984. LandCare USA, LLC (Landcare) is the current contractor for these services but did not submit a proposal in response to the Department's Request for Proposals (RFP). The current contract with LandCare was approved by your Board on February 4, 2020 and will expire on February 28, 2025; if this contract is approved services will begin March 1, 2025, with Mariposa, who has been determined to be the most responsible proposer.

Implementation of Strategic Plan Goals

Approval of the contract will promote and further the Board-approved Strategic Plan North Star 2, Foster Vibrant and Resilient Communities, Community Connections, expand access to recreational and cultural opportunities and facilitate enhanced use of Marina facilities while providing the public with access to clean and well-maintained grounds in Marina del Rey.

FISCAL IMPACT/FINANCING

The total maximum compensation for landscape maintenance services will not exceed \$3,860,287 over the potential total term of five years and six months, which is inclusive of an additional 10% annually for unforeseen services, subject to availability of funds in the Department's budget.

This contract is also subject to possible Cost of Living Adjustments after the first three years of the contract and at the Director's sole discretion. Any Cost of Living Adjustments granted would be based upon an increase, if any, in the Consumer Price Index for the Los Angeles-Long Beach-Anaheim areas, not to exceed any general salary movement granted to County employees.

The Department's Fiscal Year 2024-25 budgeted amount to fund the annual \$638,064 cost of these

services is \$257,000. The excess amount of \$381,000, as well as any additional or unforeseen services, including any Cost of Living Adjustments, will be funded from the Department's Operating Budget within budgetary resources, within the scope of the contract.

Ongoing appropriation of \$381,000 was requested in the Department's Fiscal Year 2025-26 Recommended Budget at no additional net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On August 26, 2024, the Department issued an RFP for landscape maintenance services in Marina del Rey. Based on the results of the RFP, the Department is requesting award of the contract to Mariposa, which was determined to be the most responsive and responsible proposer.

The recommended contract term with Mariposa is three years, with two one-year extension options and, if needed, an additional six month-to-month extension options that may be exercised at the discretion of the Department's Director. The contract services will commence on March 1, 2025 or the date of approval by your Board, if later.

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

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

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

The Department, using a methodology approved by the Auditor-Controller, has calculated the cost-effectiveness of contracting for these services and has determined that these services continue to be more economically performed by an independent contractor than by County employees.

Pursuant to the Living Wage Ordinance requirements, a request for information regarding labor violations was sent to the State of California Division of Labor Standards Enforcement (DLSE) to review and assess any history of labor law violations. There were no DLSE findings of any Labor Law/Payroll violations by Mariposa.

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

Pursuant to Government Code section 31000, the Board may contract for special services for the County, including maintenance services. In addition, this contract is authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Code Section 2.121.250, which provides

the County may contract with private businesses to perform services when it is more economical or feasible to do so.

ENVIRONMENTAL DOCUMENTATION

The proposed action is not subject to the California Environmental Quality Act (CEQA) because it is an activity that is excluded from the definition of a "Project" by section 21065 of the Public Resources Code and Section 15378(b) of the State CEQA Guidelines. The proposed action is an organizational or administrative activity of government which will not result in direct or indirect physical changes to the environment.

CONTRACTING PROCESS

On August 26, 2024, the Department issued an RFP seeking qualified vendors to provide landscape maintenance services. The RFP was advertised in each supervisorial district in eight local, diverse, and lesbian, gay, bisexual, transgender, queer, and questioning owned (LGBTQQ) community newspapers: Santa Monica Daily Press, Daily Breeze, Antelope Valley Press, Los Angeles Daily News, Argonaut, Nuestra Comunidad, the Los Angeles Sentinel and the Los Angeles Blade. A notice was also posted to the Department's social media internet sites, the County's "Doing Business with the County" internet site, as well as on the Department's internet site, where the full RFP document was available for download.

Seven vendors attended the Mandatory Proposer's Conference held on September 9, 2024. Four proposers submitted proposals in response to the RFP and were reviewed to ensure they met the minimum requirements. All four proposals were evaluated by a three-person Evaluation Committee (Committee) comprised of staff members from the Department. Each proposal was evaluated based on a weighted evaluation of: (1) price, 40%; (2) approach to contract requirements, 25%; (3) experience and organizational resources, 15%; (4) quality control plan, 10%; and (5) Living Wage Compliance, 10%.

Upon review and evaluation of the submitted proposals, the Committee determined that Mariposa was the most responsive and responsible proposer, ranking its proposal the highest of the proposals evaluated. Mariposa received the highest aggregate scores in categories evaluated by the Committee, including approach to contract requirements, experience and organizational resources, quality control plan and Living Wage compliance, outperforming the other proposers.

The Local Small Business Enterprise Program's (LSBE) provisions were applied in the evaluation of proposals, with one proposer being awarded the 15% proposal price preference in accordance with the LSBE provisions; however, this proposer was ranked last by the Committee, receiving fewer points in all evaluated categories.

The Department did receive one request for a debriefing from one of the non-selected proposers; however, there were no protests resulting from this solicitation.

On final analysis and consideration of this contract award, the contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation, or disability.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

CONCLUSION

Upon Board approval, please authorize the Executive Officer of the Board to send an adopted copy of the Board letter to the Department of Beaches and Harbors.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'G. Jones', with a stylized, cursive script.

GARY JONES

Director

GJ:AV:kd

Enclosures

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



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

MARIPOSA LANDSCAPES, INC.

FOR

LANDSCAPE MAINTENANCE SERVICES

79638

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STANDARD EXHIBITS

- A** Statement of Work and Attachments
- B** Landscape Maintenance Tasks
- C** Marina del Rey Area Reference Map
- D** County's Administration
- E** Contractor's Administration
- F** Contractor Acknowledgement and Confidentiality Agreement
- G** Safely Surrendered Baby Law
- H** Payroll Statement of Compliance
- I** Living Wage Notice to Employees
- J** Living Wage Notice Posters

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
MARIPOSA LANDSCAPES INC.
FOR
LANDSCAPE MAINTENANCE SERVICES**

This Contract and Exhibits ("Contract") made and entered into this 1st day of March 2025 by and between the County of Los Angeles, hereinafter referred to as "County" and Mariposa Landscapes, Inc., hereinafter referred to as "Contractor" to provide landscape maintenance services on public grounds in Marina del Rey for the Department of Beaches and Harbors.

RECITALS

WHEREAS, the County may contract with private businesses for Landscape Maintenance Services when certain requirements are met; and

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

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

Prop A authorization:

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

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250, the County may contract with private businesses to perform services when it is more economical or feasible to do so; and

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

1.0 APPLICABLE DOCUMENTS

This Contract is intended to integrate within one document the terms for the landscape maintenance services to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract are true and correct. Exhibits A through J are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

Exhibit A	Statement of Work
Exhibit B	Landscape Maintenance Tasks
Exhibit C	Marina del Rey Reference Map
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Contractor Acknowledgement and Confidentiality Agreement
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Payroll Statement of Compliance
Exhibit I	Living Wage Notice to Employees
Exhibit J	Living Wage Notice Posters

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2.0 DEFINITIONS

2.1 Standard Definitions

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

- 2.1.1 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.

- 2.1.2 **Chief Deputy** – The Chief Deputy of the Department.
- 2.1.3 **Contract**: This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.
- 2.1.4 **Contractor**: The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.5 **Contractor's Project Manager**: The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.6 **County**: The County of Los Angeles.
- 2.1.7 **County Counsel**: The Los Angeles County Office of the County Counsel.
- 2.1.8 **County's Contract Analyst**: The person designated by the County to manage and facilitate the administrative functions of the Contract.
- 2.1.9 **County's Project Director**: Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.1.10 **County's Project Manager**: Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.11 **County's Project Monitor**: Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.12 **County Observed Holidays**: Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.13 **Day(s)**: Calendar Day(s) unless otherwise specified.
- 2.1.14 **Department**: The County of Los Angeles Department of Beaches & Harbors, which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.15 **Director**: Director of Department.
- 2.1.16 **Evaluation Committee**: The committee appointed by the Director to evaluate Proposals and to recommend a Proposer(s) as a Contractor(s) pursuant to the RFP.
- 2.1.17 **Fiscal Year**: The twelve (12) month period beginning July 1st and ending the following June 30th.

- 2.1.18 **Living Wage Program:** Mandated by the Los Angeles County Code Chapter 2.201.
- 2.1.19 **Performance Standard:** The essential terms and conditions for the performance of the Contract work as defined in the Contract.
- 2.1.20 **Proposer:** Any person or entity authorized to conduct business in California who submits a Proposal.
- 2.1.21 **Request for Proposals (RFP):** All parts of this document, including its attachments, exhibits, and forms.
- 2.1.22 **Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.23 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.24 **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 Contractor's performance of this Contract, at any tier, under oral or written agreement.

3.0 WORK

- 3.1 Contractor must perform the work set forth in Exhibit A, Statement of Work. Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, good, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor must have no claim whatsoever against the County.
- 3.3 **Re-Award of Contract**

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

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract will be three (3) years commencing after execution by County's Board, or March 1, 2025, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County will have the sole option to extend this Contract term for up to two (2) additional one (1) year periods and six (6) month to month extensions, for a maximum

total Contract term of five (5) years and six (6) months. Each such extension option may be exercised at the sole discretion of the Director or their designee as authorized by the Board. The Director may exercise the first option by notifying the Contractor in writing before the Contract expiration date. The Director may exercise the second option by notifying the Contractor in writing before the expiration of the first one-year extension option. The Director may also extend the Contract term on a month to month basis subject to the terms and conditions of this Contract.

- 4.3** The County maintains a database that track/monitor Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.4** The Contractor must notify Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).
- 4.5** Upon expiration of the Contract term or any optional extension period or termination of the Contract for any reason, the Contractor will cooperate with the County and the successor contractor access to all information and County facilities necessary to ensure uninterrupted Landscape Maintenance Services.

5.0 CONTRACT SUM

5.1 Total Contract Sum

- 5.1.1** The net amount the County will expend from its own funds during any Contract year for the Landscape Maintenance Services will not exceed the maximum annual amount provided by Contractor in its Exhibit 10 (Pricing Schedule), per Contract year, based on the Department's needs and availability of funds in the County budget. The County may at its discretion expend any portion, all or none of the stipulated amount.
- 5.1.2** Contractor(s) must perform and complete all Services required of Contractor(s) under this Contract as set forth in Exhibit A (Statement of Work), but in any event, not in excess of the contract sum.

5.2 Increase of Contract Sum by Director

Notwithstanding Paragraph 5.1, the Director may, by written notice to the Contractor, increase the maximum annual amount by up to 10 percent during the Contract term or any extension period, to accommodate any needed increase in services subject to the availability of funds in the Department's budget.

5.3 Increase or Decrease in Service Area

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

5.4 Additional Work

The Contractor will be compensated for additional work authorized in writing by the Director at the hourly rates quoted on Exhibit 10 (Pricing Schedule) of the proposal. Such additional work will be subject to Paragraphs 5.1 and 8.47. Special events, emergencies and special or unscheduled service will be considered additional work subject to this Paragraph. However, no payment for additional work will be made where the Contractor has adjusted regular employee schedules to cover additional work or where additional work results from the Contractor's inadequate performance of scheduled duties.

5.5 Change of Staff and Working Hours

On reasonable written notice, the Director may require the Contractor to either increase or decrease the assigned number of staff and/or working hours. Notice of seven (7) days will always be deemed reasonable.

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

Notwithstanding any increase in the Contractor's salary costs or other overhead, no increase in the annual or hourly rate(s) of compensation quoted on Exhibit 10 will be given during the term of the Contract or any extension period.

5.7 Written Approval for Reimbursement

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

5.8 Notification of 75% of Total Contract Sum

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

5.9 No Payment for Services Provided Following Expiration - Termination of Contract

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

5.10 Invoices and Payments

- 5.10.1 The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract.
- 5.10.2 The Contractor's invoices must be priced in accordance with Exhibit 10 (Pricing Schedule). Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.
- 5.10.3 The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service. No invoice will be approved for payment unless Exhibit H (Payroll Statement of Compliance) is included.
- 5.10.4 All invoices under this Contract must be submitted in two (2) copies to the following address:

County of Los Angeles
Department of Beaches and Harbors

Financial Services Section
4640 Admiralty Way, Suite 300
Marina del Rey, CA 90292

5.10.5 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.10.6 Preference Program Enterprises – Prompt Payment Program

Certified Preference Program Enterprises (PPEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

5.11 Cost of Living Adjustments (COLA's)

If requested by the Contractor prior to the renewal of a contract option year, the Contract amount (hourly, daily, monthly, etc.) for the additional option year periods identified in Paragraph 4.2 – Term of Contract may at the sole discretion of the County, be increased annually based on the most recent published percentage

change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the twelve (12) month period preceding the Contract commencement anniversary date, which will be the effective date for any Cost of Living Adjustment (COLA). However, any increase must not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Before any COLA increase will take effect and become part of the contract, it will require a written amendment to the contract first, that has been formally approved and executed by the parties. To request a COLA, Contractor must submit a written request along with appropriate justification to the Contract Analyst 60 days prior to "the contract anniversary date" or "exercising the additional option year periods identified in Paragraph 4.2."

Where the County decides to grant a COLA pursuant to this Paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can demonstrate that their labor cost will actually increase.

5.12 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 5.12.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.12.2 The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov/> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.12.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.12.4 At any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business, or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County's Administration

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any changes as they occur.

6.2 County's Project Director

The role of the County's Project Director may include:

- 6.2.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- 6.2.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager

The role of the County's Project Manager is authorized to include:

- 6.3.1 Meeting with the Contractor's Project Manager on a regular basis; and
- 6.3.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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

6.4 County's Project Monitor

The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The County's Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the County in writing of any changes as they occur.

7.2 Contractor's Project Manager

- 7.2.1 The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor must notify the County in writing of any change to Exhibit E (Contractor's Administration), as changes occur.
- 7.2.2 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

Contractor will provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.5 Background and Security Investigations

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

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

- 7.5.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.3 These terms will also apply to subcontractors of County contractors.

- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

- 7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 Contractor must sign and adhere to the provisions of Exhibit F Contractor Acknowledgement and Confidentiality Agreement.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by the Director or their designee.

- 8.1.2 The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the Director of the Department or their designee.
- 8.1.3 The Director or their designee, may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by the Director of the Department or their designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same

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

8.3 Authorization Warranty

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

8.4 Budget Reductions

In the event that the County's Board 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 will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor must continue to provide all of the services set forth in this Contract.

8.5 Complaints

The Contractor must develop, and maintain operating procedures for receiving, investigating and responding to complaints.

8.5.1 Complaint Procedures

- Within ten (10) business days after the Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.
- The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within ten (10) business days for County approval.
- If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.

- The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within ten (10) business days of receiving the complaint.
- When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- Copies of all written responses must be sent to the County's Project Manager within ten (10) business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

- 8.6.1 In the performance of this Contract, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

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

- 8.7.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.7.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.7.4 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

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

8.8.2 Written Employee Jury Service Policy

- Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this Paragraph. The provisions

of this Paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.

- If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.
- Contractor’s violation of this Paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County’s approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County’s approval or ongoing evaluation of such work.
- 8.9.2 The Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must 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 will be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

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

8.11 Consideration of Hiring GAIN/START Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/START job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

- If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

- The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit G, in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

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

- 8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.14.2 As required by the [County's Child Support Compliance Program \(County Code Chapter 2.200\)](#) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this

Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

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

8.16 Damage to County Facilities, Buildings or Grounds

- 8.16.1 The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

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

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

8.18 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

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

8.20 Force Majeure

- 8.20.1 Neither party will 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 Paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will 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 will 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.

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

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4 The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

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

damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 General Provisions for all Insurance Coverage

8.24.1 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 must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- Certificates must 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 must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be sent to: Contracts@bh.lacounty.gov

- Contractor also must 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 must 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.

8.24.3 Additional Insured Status and Scope of Coverage

The County, its Special Districts, Elected Officials, Officers, Agents, employees, and volunteers (collectively County and its Agents) must 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 and its Agents additional insured status will 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 must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will 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 must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Must Be Primary

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

8.24.8 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 must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will 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 must be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

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

8.24.12 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.

8.24.13 Separation of Insureds

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

8.24.14 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 and its Agents must be designated as an Additional Covered Party under any approved program.

8.24.15 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.

8.25 Insurance Coverage

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

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

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

8.25.3 Workers Compensation and Employers’ Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers’ Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must 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. The written notice must

be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

- **Professional Liability-Errors and Omissions**

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

- **Pollution Liability**

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

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Director, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or their designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or their designee, in a written notice describing the reasons for said action.

8.26.2 If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or their designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The

parties hereby agree that under the current circumstances, a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in Attachment 2 (Performance Requirements Summary (PRS) Chart) of Exhibit A (Statement of Work) hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

- 8.26.3 The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This Paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 Contractor certifies to the County each of the following:
- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
 - That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
 - That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

- Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.28.3 The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation

pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor must notify its employees, and will 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 must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.34 Notices

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

8.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party will in any way

intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

- 8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq.](#) (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

- 8.37.1 The Contractor must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the contractor from publishing its role under this Contract within the following conditions:
- The Contractor must develop all publicity material in a professional manner; and
 - During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director.
- 8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County, provided that the requirements of this will apply.

8.38 Record Retention and Inspection-Audit Settlement

- 8.38.1 The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will 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, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.38 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event

will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

- 8.38.4 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 will 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 Paragraph 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, must be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information must 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 will 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.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

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

- 8.40.2 If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the County's request:
- A description of the work to be performed by the subcontractor.
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.40.4 The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to:

Contracts@bh.lacounty.gov

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this

Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

8.42 Termination for Convenience

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor must:
- Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as would not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

- 8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
- Contractor has materially breached this Contract; or
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will

continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.

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

8.44 Termination for Improper Consideration

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

- 8.44.2 The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for the Contractor; or
 - The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.45.2 The rights and remedies of the County provided in this Paragraph will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Contingent Fees

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

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

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

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

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

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will 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 (10) days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to [County Code Chapter 2.206](#).

8.53 Time Off for Voting

The Contractor must notify its employees and must 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 (10) days before every statewide election, every contractor and subcontractors must 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](#).

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

8.55 Integrated Pest Management (IPM) Program Compliance

8.55.1 Contractor acknowledges that County has established an Integrated Pest Management Program (the Program) which aims to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. The County's IPM Program requirements as set forth in this Paragraph 8.55 can be found at: www.lacountyipm.org.

8.55.2 Contractor must ensure and certify that its employees who apply pesticides on County owned or maintained property are appropriately trained. The training, which must be conducted on an annual basis, but no later than June 30th of each calendar year, must meet the County's minimum requirements under the Program.

8.55.3 Employee training may be self-certified by Contractors, provided the County has the ability to audit the training, and must include, at a minimum, the following:

- The potential for pesticide-related surface water toxicity;
- Proper use, handling, and disposal of pesticides;
- Least toxic methods of pest prevention and control, including IPM; and
- Reduction of pesticide use.

8.55.4 All users of commercial pesticides are required by State law to provide a monthly pesticide report to the [Los Angeles County Department of Agricultural Commissioner/Weights and Measures \(ACWM\)](#). In addition to the mandatory monthly reporting requirement, Contractor must provide to

the Department, with a copy to the ACWM, an annual summary of the pesticides used outdoors on County-owned or maintained property by Fiscal Year (July 1 to June 30). For each pesticide, the summary must include all of the following:

- Product trade name
- Active ingredient(s)
- EPA Registration Number
- Total amount used

The units reported must be appropriate to the product (gallons, ounces, pounds, etc.).

8.56 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this Paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.57 Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

8.58 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County Contract.

8.59 Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's Cal OSHA's regulations. [California Code of Regulations Title 8 Section 3203](#) requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

8.60 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Compliance with the County's Living Wage Program

9.1.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in [Sections 2.201.010 through 2.201.100 of the Los Angeles County Code](#).

9.1.2 Payment of Living Wage Rates

- Unless the Contractor has demonstrated to the County's satisfaction either that the contractor is not an "Employer" as defined under the Program ([Section 2.201.020 of the County Code](#)) or that the contractor qualifies for an exception to the Living Wage Program ([Section 2.201.090 of the County Code](#)), the Contractor must pay its employees' no less than the applicable hourly living wage rate for the employees' services provided to the County, including, without limitation, "Travel Time" as defined below.
- For purposes of this Paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such subcontract and a copy of the Living Wage Program must be attached to the subcontract. "Employee" means any individual, who is an employee of the Contractor under the laws of California, and who is providing full-time or part-time services to the Contractor, which are provided to the County under the Contract. "Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry

standard and is approved as such by the County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.

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

9.1.3 Contractor’s Submittal of Certified Monitoring Reports

The Contractor must submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports must list all of the Contractor’s employees during the reporting period. The

certified monitoring reports must also verify the number of hours worked and the hourly wage rate paid, for each of its employees. All certified monitoring reports must be submitted on forms provided in Exhibit H (Payroll Statement of Compliance), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor must promptly provide such information. The Contractor, through one of its officers, must certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

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

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

9.1.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County must have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees

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

9.1.7 Enforcement and Remedies

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

- **Remedies for Submission of Late or Incomplete Certified Monitoring Reports**

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

- 1) Withholding of Payment**

If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- 2) Liquidated Damages**

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

- 3) Termination**

The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

- **Remedies for Payment of Less Than the Required Living Wage**

If the Contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency will constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- 1) **Withholding Payment**

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

- 2) **Liquidated Damages**

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

- 3) **Termination**

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

- **Debarment**

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

9.1.8 Use of Full-Time Employees

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

9.1.9 Contractor Retaliation Prohibited

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

9.1.10 Contractor Standards

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

9.1.11 Employee Retention Rights

- The Contractor must offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
 - 1) Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
 - 2) Who has been employed by a contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six (6) months prior to the date of this Contract, which predecessor contract was terminated by the County prior to its expiration; and
 - 3) Who is or will be terminated from their employment as a result of the County entering into this Contract.
- The Contractor will not be required to hire a retention employee who:
 - 1) Has been convicted of a crime related to the job or his or her performance; or
 - 2) Fails to meet any other County requirement for employees of a Contractor.
- The Contractor will not terminate a retention employee for the first ninety (90) days of employment under the Contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor’s other employees.

9.1.12 **Neutrality in Labor Relations**

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

9.2 Organic Waste Recycling

- 9.2.1 As of January 1, 2022, all organic waste including green waste must be diverted from landfills and recycled per Senate Bill (SB) 1383.
- 9.2.2 The Contractor must not dispose of green waste material(s) in a landfill. The Contractor must identify means for proper management, through composting, recycling, or reuse, of green waste materials, such as vegetative cuttings, shrubs, brushes, grasses, tree trimmings, and pruning.
- 9.2.3 All such materials collected must be managed on-site or taken to an approved organic waste processing facility. If using an off-site organic

waste processing facility, then the Contractor must provide the County with contact and location information for the facility. If the organic waste is managed on-site at the generating facility, the Contractor must train facility staff in managing the green waste to compost the acceptable materials.

- 9.2.4 The Contractor must identify methods of preventing contamination, segregating paper and plastic found in landscaping waste, and removing debris such that those items do not end up contaminating green waste. The Contractor must provide a report to the Contract Manager as to methods they have used to prevent contamination of green waste. As needed, Contractor must train Contractor's staff on measures needed to comply with County's directive to prevent contamination of green waste.

9.3 Procurement of SB 1383-Compliant Compost and Mulch

Any compost or mulch purchased by the Contractor must be SB 1383-compliant. Contractor is responsible for verifying that any compost or mulch comes from an SB 1383-compliant source prior to purchasing. Contractor must provide documentation showing the quantity of mulch or compost purchased, the date of purchase, and the name and address of the facility where the compost or mulch was produced.

10.0 SURVIVAL

In addition to any terms and conditions of this Agreement that expressly survive expiration or termination of this Agreement by their terms, the following provisions will survive the expiration or termination of this Agreement for any reason:

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration - Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Laws
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages

Paragraph 8.34	Notices
Paragraph 8.38	Record Retention and Inspection-/Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.48	Validity
Paragraph 8.49	Waiver
Paragraph 8.58	Prohibition from Participation in Future Solicitation(s)
Paragraph 8.60	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 9.1	Compliance with County's Living Wage Program
Paragraph 10.0	Survival

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

CONTRACTOR: MARIPOSA LANDSCAPES, INC.

By

Terry Noriega

Terry Noriega (Dec 17, 2024 14:09 PST)

Signature

Terry Noriega

Name

President

Title



COUNTY OF LOS ANGELES

By

Kathryn Barger

Chair, Board of Supervisors

ATTEST:

EDWARD YEN

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

By

La Chelle Smitherman
Deputy 1/21/2025

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

EDWARD YEN

Executive Officer
Clerk of the Board of Supervisors

By

La Chelle Smitherman
Deputy 1/21/2025

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By

Sevanna Hartonians
Sevanna Hartonians (Dec 18, 2024 14:20 PST)

Deputy County Counsel

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

7 JAN 21 2025

Edward Yen

EDWARD YEN
EXECUTIVE OFFICER

79638

STANDARD EXHIBITS

- A STATEMENT OF WORK
- B LANDSCAPE MAINTENANCE SERVICES TASKS
- C MARINA DEL REY REFERENCE MAP
- D COUNTY'S ADMINISTRATION
- E CONTRACTOR'S ADMINISTRATION
- F CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G SAFELY SURRENDERED BABY LAW
- H PAYROLL STATEMENT OF COMPLIANCE
- I LIVING WAGE NOTICE TO EMPLOYEES
- J LIVING WAGE NOTICE POSTERS

EXHIBIT A

STATEMENT OF WORK AND ATTACHMENTS

LANDSCAPE MAINTENANCE SERVICES

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

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STATEMENT OF WORK
LANDSCAPE MAINTENANCE SERVICES

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SOW ATTACHMENTS

- 1** Contract Discrepancy Report (CDR)
- 2** Performance Requirements Summary (PRS)

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

1.0 GENERAL REQUIREMENTS

1.1 Scope of Work

The County of Los Angeles (County) Department of Beaches and Harbors (Department) oversees Landscape Maintenance Service in Marina del Rey. The landscape maintenance work will primarily be performed within the public areas of the Marina del Rey Small Craft Harbor, which is managed by the Department. The Department is seeking a qualified and experienced Contractor that can service and supply the landscaping services needed on behalf of the Department. The selected Contractor must provide a qualified arborist as needed by the Department, with no less than six (6) times per year to survey the condition of trees located on public grounds in Marina del Rey. The Contractor will be required to provide Landscape Maintenance Services as specified in Paragraph 6.0 (Hours/Days of Work) in this Exhibit A (SOW and Attachments), as well as any unscheduled work that may be requested by the Department. The selected Contractor will also be required to provide staff, needed replacement of materials (i.e. plants, equipment, etc.), and all necessary equipment to provide the services as specified below in this SOW.

1.2 Obstruction and Noise

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

1.3 Restriction on Blowers and Power Equipment

Contractor must observe reasonable limits set by the County's Project Monitor on the time and place of operation of leaf blowers and other power equipment.

1.4 No Vehicle Access on Bike Paths or Pedestrian Sidewalks

Motor vehicles used in the performance of the contract work must not be driven on bike paths, grass, or pedestrian sidewalks unless essential for performance of duties and public safety. Contractor must notify the County's Project Monitor of any visible tire markings caused by its motor vehicles.

2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

2.1 The Department reserves the right to add/delete specific tasks, facilities and/or work hours through the term of this Contract, and otherwise amend and modify the scope of work and tasks in accordance with the County's needs. Such amendments and modifications may be made by the Director or their designee.

2.2 The Department may from time to time close or cease operating certain facilities or portions of such facilities or may reduce the number of days on which services

are performed. Such events will not be deemed breaches of this Contract and will not relieve the Contractor of its duty as to the remaining dates of service.

- 2.3** The Contractor will be given reasonable written notice by the County's Project Manager or Project Monitor, that a facility is to be added or deleted or that the scope of services are being modified and of the effective date of such charges.
- 2.4** In the event of such addition/deletion of facilities or other material modifications of the area or scope of regularly scheduled services, the Contractor's compensation will be adjusted in accordance with Paragraph 5.0 (Contract Sum) of the Contract.
- 2.5** All changes must be made in accordance with Paragraph 8.1 (Amendments) of the Contract.

3.0 QUALITY CONTROL

The Contractor must establish and utilize a comprehensive Quality Control Plan (QCP) to ensure the County receives a consistently high level of service throughout the term of the Contract. The QCP must be submitted to the County's Project Monitor for review. The QCP must include, but may not be limited to, the following:

- 3.1** Method of monitoring to ensure that Contract requirements are being met;
- 3.2** A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, must be provided to the County upon request.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract, Paragraph 8.15 (County's Quality Assurance Plan).

4.1 General Requirements

The following requirements will be observed:

- Contractor must meet deadlines set by the County's Project Monitor.
- Contractor must timely complete reports required by the Contract;
- Contractor must accurately report hourly services; and
- Contractor must promptly return calls of County agents and employees.

4.2 Contract Discrepancy Report

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

The County's Project Monitor will determine whether a formal Contract Discrepancy Report (CDR), Attachment 1 of this Exhibit A, will be issued. Upon receipt of this document, the Contractor is required to respond in writing to the

County's Project Monitor within three (3) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR must be submitted to the County's Project Monitor within five (5) business days.

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

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

4.5 County Observations

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

5.0 RESPONSIBILITIES

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

COUNTY

5.1 Personnel

5.1.1 The County will administer the Contract according to the Contract, Paragraph 6.0 (Administration of Contract – County). The Operational Services Division of the Department will have the authority to act for the County in the administration of the Contract as the County's Project Monitor, except where action of the Director or another official is expressly required by the Contract.

Specific duties will include:

5.1.2 Monitoring the Contractor's performance in the daily operation of this Contract.

5.1.3 Ensuring that the objectives of the Contract are met and directing the Contractor in areas relating to policy, information and procedural requirements.

5.1.4 Providing acceptance and approval of the Contractor's work , which will not be unreasonably withheld.

5.1.5 The County's Project Monitor is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

- 5.1.6 Preparing Amendments in accordance with the Contract, Paragraph 8.1 (Amendments).

CONTRACTOR

5.2 Contractor's Project Manager

5.2.1 Contractor must provide a full-time employee as the Project Manager or designated alternate. County must have access to the Contractor's Project Manager during all hours, 365 days per year. Contractor must provide a telephone number where the Project Manager may be reached. They will be responsible for Contractor's day-to-day activities and must be available to Department staff by reasonable telephone notice and/or email each business day and at other times as required by the work.

5.2.2 Contractor's Project Manager must act as a central point of contact with the County. The Contractor may designate himself or herself as the Project Manager.

5.2.3 Contractor's Office

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

5.2.4 Contractor's Project Manager/alternate must have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Contractor's Project Manager/alternate must be able to effectively communicate, in English, both orally and in writing. The Project Manager must make inspections, answer questions, resolve problems, respond to emergencies, keep logs and approve reports. The Contractors must obtain the approval of the County's Project Manager before replacing the Project Manager.

5.3 Personnel

5.3.1 Contractor will assign at least the minimum staff that the Department requests to perform the required work. At least one employee on site must be authorized to act for Contractor in every detail and must speak and understand English.

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

5.3.3 Personnel employed by Contractor and assigned to perform Contract work must have no serious misdemeanor, theft, or felony convictions.

5.3.4 Personnel employed by the Contractor and assigned to perform Contract work must be at their assigned worksite(s) during the hours of work. In

the event of an employee's illness or other emergency necessitating their absence, the Contractor must provide replacement personnel.

5.3.5 All personnel assigned by the Contractor to perform "Contract" work will at all times be employees of the Contractor and the Contractor will have the sole right to hire, suspend, discipline, or discharge employees. However, at the request of the Director, the Contractor must immediately exclude any member of the Contractor's staff from working on this Contract.

5.3.6 Personnel employed by the Contractor and assigned to perform Contract work must undergo and pass a background investigation to the satisfaction of the County, in accordance with Paragraph 7.5 (Background and Security Investigations) of the Contract.

5.3.7 The Contractor will provide the County with a current list of employees, including but not limited to management, and must keep this list updated during the Contract term.

5.3.8 Calls of County agents, employees, and contractors must be returned promptly in accordance with Paragraph 5.4 of this Exhibit A (SOW and Attachments) .

5.3.9 The Contractor's employees are subject to reasonable dress codes when on County property; will not bring visitors onto the work site; will not bring in any form of weapon or contraband; will not bring in any alcohol or drugs or be under the influence of alcohol or drugs; are subject to authorized search by the Contractor, County's Project Monitor and law enforcement; will conduct themselves in a reasonable manner at all times; will not cause any disturbance; and otherwise are subject to all rules and regulations of the County.

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

5.3.11 Supervisor

The Contractor must provide a supervisor with no less than two (2) years' experience in projects of the size called for by the Contract. The Project Manager may act as the Supervisor. The Supervisor will be authorized to act for the Contractor in every detail and must understand English.

5.3.12 Crew

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

Landscape maintenance crew must consist but not limited to one (1) Irrigation staff, six (6) trained landscaping staffs, and one (1) supervisor staff at all times when staff is on County premises.

5.3.13 Required Licenses/ Registration

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

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

5.4 Communication with Department

The Contractor must return calls or emails from the Department during business hours and no later than the next business day or as soon as reasonably possible if the matter is designated as urgent. Contractor will ensure County can access Contractor when the office is closed, by maintaining an answering service, and/or equipping the Contractor's Representative with a cellular phone and/or a pager to receive calls regarding the Contractor's performance of the Contract work. The Contractor must answer calls received by the answering service, cellular phone or pager within two hours of receipt of the call. Failure to respond within the two-hour time frame will be cause for assessment in accordance with the Performance Requirement Summary.

5.5 Contractor to Notify Employees of Rights under Living Wage Ordinance

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

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

5.6 Uniforms/Identification Badges

5.6.1 Contractor must furnish and require every on-duty employee to wear a visible photo identification card identifying the employee by name, physical description and company. The card must be approved by the County's Project Manager.

5.6.2 The Contractor must furnish all employees assigned to perform the Contract work uniforms.

5.6.3 Contractor staff assigned to County facilities must wear an appropriate uniform at all times. Uniform is to consist of a shirt with the company name on it. Uniform pants are optional. All uniforms, as required and approved by the Director or their designee, will be provided by and at Contractor's expense.

- 5.6.4** The uniforms must be worn by all of the Contractor's employees while performing the Contract work, and they must be changed as necessary to ensure that all employees always wear a clean uniform.
- 5.6.5** Contractor must ensure their employees are appropriately identified as set forth in Paragraph 7.4 (Contractor's Staff Identification), of the Contract.

5.7 Materials and Equipment

- 5.7.1** Contractor to furnish supplies and equipment except for the items furnished by the County pursuant to Paragraph 9.0, Contractor will provide all supplies and equipment necessary to perform the Contract work.
- 5.7.2** The Contractor must provide all motor vehicles used to perform the Contract work. All vehicles used to perform the Contract work must be registered to the Contractor. All such vehicles must be maintained in good and safe condition and will be subject to the County's Project Monitor approval, which will not be reasonably withheld. The Contractor must identify each vehicle used in the performance of the Contract work with signs or logos which include the company name and telephone number. The size, color, and format of such identifying signs will be subject to the County's Project Monitor prior approval, which will not be unreasonably withheld. The Contractor will not allow unlicensed employees to drive motor vehicles.
- 5.7.3** The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor must use materials and equipment that are safe for the environment and safe for use by the employee.
- 5.7.4** The Contractor must maintain equipment in a safe, clean condition and free from infectious materials. The equipment must meet all requirements of applicable ordinances and laws.

5.8 Training

- 5.8.1** Contractor must provide training programs for all new employees and continuing in-service training for all staff.
- 5.8.2** All staff must be trained in their assigned tasks and in the safe handling of equipment. All equipment must be checked daily for safety. All staff must wear safety and protective gear according to OSHA standards.

5.9 Contractor's Office

Contractor must maintain an office with a telephone in the company's name where the Contractor conducts business and can be contacted personally by telephone and email. The office must be staffed during the hours of 9 a.m. to 6 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's

performance of the Contract. When the office is closed, an answering service must be provided to receive calls. The Contractor must answer calls received by the answering service within two (2) hours of receipt of the call.

6.0 HOURS/DAYS OF WORK

6.1 Schedules

Except as otherwise provided with respect to the application of County authorized chemicals, the requested work must be performed Monday through Friday, excluding Holidays, between the hours of 6:00 a.m. and 3:00 p.m. Emergencies are exempt from any time restrictions. Refer to Exhibit B for a detailed schedule of duties.

6.2 Department Events Schedules

The Contractor is also required to provide the Landscape Maintenance Service in accordance to Exhibit B during the below events held by the Department:

July 4th Firework Show:

- Four (4) employees for ten (10) hours from 12:00 p.m. – 10:00 p.m. at Burton Chace Park
- Four (4) employees for ten (10) hours from 12:00 p.m. – 10:00 p.m. at Mother's Beach.

Six (6) Summer Concerts:

- Two (2) employees for four (4) or five (5) hours between 5:00 p.m. – 10:00 p.m. at Burton Chace Park.

Holiday Boat Parade:

- Two (2) employees for four (4) hours from 4:00 p.m. – 8:00 p.m. at Burton Chace Park

New Year's Eve Firework Show:

- Four (4) employees for six (6) hours from 7:00 p.m. - 1:00 a.m. at Burton Chace Park

Note that the dates for the events listed above may change in subsequent contract years.

7.0 WORK SCHEDULES

- 7.1** Contractor must submit for review and approval a work schedule for each area as listed in Exhibit C to the County Project Director within ten (10) days prior to starting work. Said work schedules must be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules must list the time frames by day of the week, morning, and afternoon the tasks will be performed.

- 7.2 Contractor must submit revised schedules when actual performance differs substantially from planned performance. Said revisions must be submitted to the County's Project Manager or designee for review and approval within five (5) business days prior to scheduled time for work.

8.0 UNSCHEDULED WORK

- 8.1 The County's Project Manager or designee may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements of materials (i.e. plants, equipment, etc.) when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third-party negligence; or to add to, modify or refurbish existing facilities.
- 8.2 Prior to performing any unscheduled work, the Contractor must prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the Contractor's estimate, the County's Project Director, or designee must approve the excess cost. In any case, no unscheduled work will commence without written authorization.
- 8.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor must contact County's Project Director for approval before beginning the work. A written estimate must be sent within twenty-four (24) hours for approval. Contractor must submit an invoice to County's Project Director within five (5) working days after completion of the work.
- 8.4 All unscheduled work must commence on the established specified date. Contractor must proceed diligently to complete said work within the time allotted.
- 8.5 The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

9.0 FACILITIES AND EQUIPMENT FURNISHED BY COUNTY

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

9.1 Keys and Gate Cards

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

- 9.2 The Contractor must not duplicate any key or gate card without the County's Project Monitor's prior written consent. Duplication of any key or gate card without

this consent is a misdemeanor (Section 469 of the California Penal Code), in addition to being a breach of the Contract.

9.3 Acceptance of Facilities

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

9.4 Damage to County Property

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

9.5 Damage by Weather and Third Parties

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

9.6 Reporting Injury, Theft, Damage or Vandalism

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

9.7 Reporting Emergency Repairs

The Contract Representative must immediately report to the County's Project Monitor any condition of the facilities requiring emergency repairs including, but not limited to, broken water pipes or exposed electrical wires. After hours notification must be made to the Marina Maintenance Supervisor at (424) 526-7861.

10.0 SCOPE OF WORK

10.1 Schedule of Services

The Contractor must perform all tasks listed in Exhibit B. All tasks will be performed at the times listed in this Exhibit A (SOW and Attachments), Paragraph 6.0.

10.2 Schedule of Staff

The Contractor must ensure the minimum staffing requirements as listed in Exhibit B are met.

10.3 Areas to be Maintained

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

10.4 Watering Hours

Grounds and landscape watering within street medians, parking lots, parks and other such areas as specified by the County's Project Monitor from time to time must be conducted only between the hours of 6:00 a.m. and 9:00 a.m. on weekdays only.

10.5 Contractor to Provide Qualified Arborist

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

- 10.5.1** Contractor must provide an arborist no less than six times a year to perform tree surveys. The six annual working days should be no shorter than eight (8) hours.

10.6 Emergencies

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

10.7 Unscheduled Work

The Director must authorize any unscheduled work not required by the Contract. Authorization will be provided in writing. The Contractor will contact the County's Project Monitor for approval before beginning any work. No unscheduled work will commence without written authorization.

10.8 Re-Award of Contract

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

11.0 SCHEDULE OF LANDSCAPE MAINTENANCE DUTIES

11.1 Mowing

- 11.1.1** Mowing operations must be performed completely once a week, about fifty-two (52) times per year.
- 11.1.2** Mowing operations must be scheduled with the Project Monitor's approval Monday through Thursday.
- 11.1.3** Mowing operations will be performed to ensure a smooth surface appearance without scalping or allowing excessive cuttings to remain.

- 11.1.4 Turf will be mowed with a reel-type (gang) mower equipped with rollers or a rotary type mower.
- 11.1.5 All equipment will be adjusted to the proper cutting heights and will be adequately sharpened.
- 11.1.6 Walkways must be cleaned immediately following each mowing.
- 11.1.7 Mowing height will be no less than two and one-half (2½) inches on Bluegrass, Manhattan rye, Fescue grass and one-half (1/2) inch for Bermuda grass.

11.2 Mechanical Edging

- 11.2.1 Mechanical edging of turf will be performed after each mowing fifty-two (52) times per year.
- 11.2.2 Grass invasions must be eliminated and turf edges must be neatly edged, including, but not limited to edges along sidewalks, patios, drives, curbs, shrub beds, flower beds, tree bases and bike path.
- 11.2.3 Mechanical edging of turf must be completed as one operation that results in a well-defined V-shape edge that extends into the soil. Such edging must be done with a power edger with a rigid blade.
- 11.2.4 All turf edges will be trimmed around sprinklers to provide optimum water coverage; valve boxes; meter boxes; backflow devices; and other obstacles.
- 11.2.5 All ground cover areas, where maintained next to turf areas, will be kept neatly edged and all grass invasions eliminated.

11.3 Weed Control and Removal

- 11.3.1 Remove all grass-like type weeds, morning glory or vine-weed types, ragweed or other underground spreading weeds daily.
- 11.3.2 Remove all broadleaf weeds from turf areas and weeds and grass from seawalls, walkways, medians, gutters, curbs, roadways, driveways, parking lots, patios and drainage areas. In addition, the exposed rock channel wall at Parcel A (shown on Exhibit C) must be kept weed free without chemical eradication at all times.
- 11.3.3 Methods for removal of weeds, turf encroachment and detailing must incorporate only mechanical or non-restricted pesticides/herbicides as a means of eradication.

11.4 Litter Control and Removal

- 11.4.1 The removal of debris must be performed daily and completed by 9:00 a.m.
- 11.4.2 Remove paper, glass, trash, undesirable materials, and other accumulated debris within the grounds to be maintained, such as, by way of example and not limitation, the walkways, patios, sidewalks, planted

areas, roadways, planters, drains, fences, catch basins, turf and parking lot areas inaccessible to power equipment.

- 11.4.3 All debris from Contractor's operations must be removed immediately following such operations.

11.5 Trash Container Maintenance

- 11.5.1 Trash containers must be emptied daily before 9:00 a.m. and when they are full throughout the day.
- 11.5.2 Trash containers on Parcels EE, Q, SS, RR, A and 49S, as shown on Exhibit C must be emptied daily.
- 11.5.3 Trash containers and metal frames for holding trash containers must be cleaned, as required, to avoid concentration of flies or bees.

11.6 General Clean-Up

- 11.6.1 Remove all unauthorized posting of signs, notices or advertisements daily.
- 11.6.2 Remove graffiti or any other foreign object that may obstruct viewing authorized signage.
- 11.6.3 Remove accumulation of leaves from all areas daily.
- 11.6.4 Keep neat and clean all gravel and bark covered areas, and weed, rake, sift or replace materials, as determined by the Project Monitor.
- 11.6.5 The Contractor must observe reasonable limits set by the County's Project Monitor on the time and place of operation of leaf blowers and other power equipment.
- 11.6.6 The Contractor must remove all dog and animal fecal matter weekly throughout the public parcels.
- 11.6.7 The Contractor must clean dog waste stations, replace dog waste bags, and empty waste receptacles.

11.7 Drinking Fountains

- 11.7.1 Clean and disinfect all drinking fountains daily.

11.8 Picnic Shelters – Operation & Frequency

- 11.8.1 Maintain sanitary conditions at all picnic shelters daily, including Marina Beach (Mother's Beach).
- 11.8.2 Clean all appliances daily.
- 11.8.3 Keep sink drains clear of all debris daily.
- 11.8.4 Steam-clean all picnic shelter areas once a month from October through April and once a week, May through September as requested by County's Project Monitor.
- 11.8.5 Check and clean floor and ceilings daily.

11.9 Raking

- 11.9.1** Accumulation of leaves must be removed daily from all landscaped areas including flower beds, planters, medians, and turf areas under trees.

11.10 Pruning and Trimming

- 11.10.1** Remove all dead shrubs.
- 11.10.2** Trim shrubs to maintain topiary work.
- 11.10.3** Prune and trim all trees up to 12 feet.
- 11.10.4** Remove all dead and/or broken branches from trees to maintain a 14-foot clearance for branches overhanging the curb line into the paved section of roadways.
- 11.10.5** Remove all dead and broken branches from shrubs and prune as necessary to maintain a neat and uniform appearance.
- 11.10.6** Restrict growth of hedges and shrubs to areas behind curbs and walkways and within planter beds by trimming. Remove all dead, diseased and unsightly branches. Under no circumstances will hedge shears be used as a means of pruning.
- 11.10.7** Remove all dead, diseased, and unsightly plants. Remove all vines and other growth as they develop. All ground cover areas will be pruned to maintain a neat edge along planter box walls, curbs and chain link fences, and to remove any runners that start to climb walls, buildings, split railings, chain link fencing and shrubs.

11.11 Flower Beds, Planters, and Flower Boxes

- 11.11.1** The Contractor is responsible for procuring and planting annual and perennial plants, including necessary materials like garden soil and mulch.
- 11.11.2** Flower beds must include all areas where six (6) or more annual flowers or plants are grouped and planted for aesthetic purposes. The presence of other plants interplanted does not change the flower bed classification. Bed perimeters will be defined as all areas up to ten (10) inches beyond the flower bed edge or the nearest designed edging or boundary. Standards for flower beds will apply to planters and flower boxes as appropriate.
- 11.11.3** All flower beds, planters and flower boxes will be maintained in a clean, crisp, and healthy-looking condition.
- 11.11.4** Designed edges will be kept clean, sharp, well-defined, and free of weeds and grass invasion.
- 11.11.5** No weed control chemical will be used in flower beds after they are planted for the season. Appropriate mulches must be used prior to planting annuals.

- 11.11.6** Flower beds will be watered regularly and adequately to fit the nature of the plants, the type of soil and the location and exposure of the bed.
- 11.11.7** Dead or diseased plants are to be removed promptly from all beds and replaced immediately. Broken, damaged or unsightly flowers or plant parts are to be removed promptly. Spent display type blooms on plants such as achium and agapanthus are to be removed regularly.
- 11.11.8** Beds will be maintained free of weeds and grass, and no individual weed or grass will remain more than one week.
- 11.11.9** Where interplanting of a permanent nature exists within the area or bounds of a given flower bed, such interplantings, including bulbs, trees and shrubs will be protected and compatibly nurtured.
- 11.11.10** Trash, waste and other unsightly matter will be removed daily and disposed of properly from all planter beds and lawn areas.
- 11.11.11** Annual beds are to be planted with color continuously throughout the year. All plant material will be four (4) inch in size. Approval of any substitutions will be requested in writing from the County's Project Monitor. Accepted species for color are to be maintained with fill-in replacement as needed. Varieties of plant material are to be approved by County's Project Monitor before planting.
- 11.11.12** Suggested Annual Varieties:
 - Ageratum
 - Alyssum
 - Begonia-wax leaf
 - Calendula
 - Gerbera
 - Impatiens
 - Lobelia
 - Marguerite -Yellow only
 - Marigold – Golden Nuggets
 - Pansy
 - Petunias
 - Phlox
 - Poppies – Iceland
 - Trailing Geraniums
 - Zinnia

- 11.11.13** Prior to planting, all planter beds will be weed-free and properly mulched with planter mix approved by the County's Project Monitor.
- 11.11.14** All annuals will be planted four (4) inches apart from one another within planter bed with a four (4) inch border from street curbing.
- 11.11.15** Special emphasis will be placed on public safety during all operations, particularly when adjacent to roadways.
- 11.11.16** All trimmings and debris will be removed daily and disposed offsite following all operations.
- 11.11.17** Plants such as rose bushes must be pruned back in late January and pruned at all other times on request of the County's Project Monitor.
- 11.11.18** All medians will be free of barren areas. The Contractor will replace barren areas with new plants and soil amendments.

11.12 Watering and Irrigation System Maintenance

- 11.12.1** Water requirements by plants vary according to season in a particular year. Therefore, close attention must be paid to the demands of the plants as influenced by their exposure to sun, wind, shade and the location in the individual planters. The variation in the size of plants installed, as well as the varieties, must be taken into consideration.
- 11.12.2** All landscaped and turf areas will be irrigated as required to maintain adequate growth and appearance with a schedule most conducive to plant growth. The Contractor must provide for the delivery of adequate moisture to the landscaped areas including, but not limited to, hand watering, operation of manual valves, proper utilization of automatic controllers, and the bleeding of valves.
- 11.12.3** Adequate soil moisture will be determined by programming the irrigation system automatic controller to establish frequency and length of watering period based upon a consideration of the soil conditions, humidity, water conservation requirements, minimizing runoff and the relationship of conditions which affect day and night watering. This may include daytime watering during freezing weather to prevent icy conditions, manually operating the irrigation system and/or hand-watering with portable sprinklers during periods of windy or inclement weather.
- 11.12.4** A soil probe will be used weekly to a depth of eight (8) inches to determine the water penetration by random testing of the root zones.
- 11.12.5** Watering will be regulated to minimize water spray and runoff on roadway, paving or walks.
- 11.12.6** In the areas where wind creates problems of spraying water onto private property or roads or walks, the controllers will be set to operate during the period of lowest wind velocity, which would normally occur at night or early morning hours. Watering will be conducted in street medians,

parking lots, parks, and public areas from 6:00 a.m. to 9:00 a.m., weekdays only.

- 11.12.7** The irrigation system will be controlled to avoid creating any excessively wet or “waterlogged” areas which could interfere with the Contractor’s ability to mow all turf. Trees and other plantings within an area of turf will be protected from over-watering and runoff drowning.
- 11.12.8** New turf will be watered immediately after mowing, up through the sixth mowing. All other turf will not be watered for at least four (4) hours after mowing.
- 11.12.9** All ground cover areas will be watered as needed to maintain a healthy condition, with appropriate care being taken not to over-water in shady areas.
- 11.12.10** The Contractor must regularly inspect and test all irrigation systems for system operability and repair all component malfunctions other than leaking main and lateral lines.
- 11.12.11** The irrigation systems from Palawan Way to Fiji Way and from Palawan Way to Via Marina will never be turned on at the same time.
- 11.12.12** Sprinkler heads and risers will be maintained in a clean, adjusted, and operational state.
- 11.12.13** Component malfunctions that cannot be repaired will be replaced with originally specified equipment of the same size and quality or substitutes approved by the Project Monitor prior to installation.

11.13 Irrigation System Operability and Testing

- 11.13.1** Irrigation timers must be programmed to the specifications as specified by the County’s Project Monitor.
- 11.13.2** In order to ensure the operability of the irrigation system, the Contractor will sequence controller(s) to each station manually to check the function of all facets of the irrigation system and report any damage, malfunctioning equipment and/or incorrect operation to the Project Monitor.
- 11.13.3** During the testing, the Contractor must: (a) Adjust and replace all sprinkler heads for correct coverage, to prevent excessive runoff and/or erosion and to prevent the spread of water onto roadways, sidewalks, hard surface areas and private property; (b) Unplug clogged heads and flush lines to free lines of rocks, mud, and debris; (c) Replace or repair inoperable irrigation equipment, as needed, other than leaking main lines; (d) Record and report all system malfunctions, damage and obstructions to the Project Monitor.
- 11.13.4** In addition to regular testing, all irrigation systems will be tested and inspected when damage is suspected, observed or reported.

- 11.13.5** Repair or replace inoperable sprinkler heads and controller panels must be within twenty-four (24) hours.
- 11.13.6** Equipment that is not operating properly must be turned off within two (2) hours of identification or notification, and the problem must be reported to the County's Project Monitor.
- 11.13.7** Control the irrigation system during inclement weather conditions and limit the use of water concurrent with the weather situation to the satisfaction of the County's Project Monitor.
- 11.13.8** Flush grit and gravel from irrigation lines by removing the last head on each lateral and operating the system until all materials are discharged through the system.
- 11.13.9** Check system and adjust or repair irrigation equipment causing excessive runoff to slopes, roadways, paving, or walks.
- 11.13.10** The Contractor will reimburse the County for excessive use or waste of water under the Contractor's control.
- 11.13.11** The Contractor must maintain and/or replace all irrigation controller boxes and equipment.
- 11.13.12** The Contractor will maintain, repair, and replace all main lateral irrigation lines from the backflow devices to the irrigation system.

11.14 Sweeping/Washing

- 11.14.1** Check concrete areas and hard court surfaces for cracks, crevices, and deterioration, and report any deficiency to the County's Project Monitor within twenty-four (24) hours.
- 11.14.2** Clean by sweeping, steam cleaning, or hosing all concrete, walkways, stairs, sign directories, patio slabs, picnic areas, parking lot corners, and sidewalks weekly, or as requested by the County's Project Monitor.

11.15 Aerification

- 11.15.1** Turf aerification must be cultivated at least three (3) times per year on a schedule approved by the County's Project Monitor.
- 11.15.2** Aerate all turf areas by using a device that removes cores to a depth of three (3) inches at not more than a six (6) inch spacing.
- 11.15.3** All cores must be removed from the turf and disposed of offsite or thoroughly pulverized within twenty-four (24) hours after aerating.

11.16 Cultivating

- 11.16.1** Cultivate beds and planter areas as needed to ensure a neat appearance using appropriate equipment designed to loosen the soil to a depth of three (3) inches. Care will be taken to not disturb plant materials or their roots in accomplishing this operation.

- 11.16.2 Rake and re-grade rock medians, redwood bark and dog stations as needed to maintain safe access and a neat appearance.

11.17 Fertilization/ Micronutrients

- 11.17.1 All turf areas must receive no less than six (6) pounds of actual available nitrogen in a balanced fertilizer form for each thousand square feet of turf each year. Applications must be made no less than three (3) times per year during March, May, and September. All fertilizer is to be granular in form with an approximate ratio of 4-1-2.
- 11.17.2 All fertilizer/micronutrients must be approved by the County's Project Monitor prior to application.
- 11.17.3 Application of the fertilizer will be done in sections, as determined by the areas covered by each irrigation system. All areas fertilized will be thoroughly soaked immediately after fertilization.
- 11.17.4 Shrubs and ground cover must be fertilized to provide a healthy color. Foliar feeding may be used if applicable. Fertilizer will be inorganic and granular in form with trace elements.
- 11.17.5 All shrubs, all ground cover must be fertilized utilizing ratios and mixtures recommended by the County's Project Monitor. Applications will be made no less than three (3) times per year during March, May and September.

11.18 Disease, Rodent, and Insect Control

- 11.18.1 All landscaped areas will be inspected weekly for disease, rodents and insects that could cause damage to plant materials, including, but not limited to trees, shrubs, ground cover and turf.
- 11.18.2 The County's Project Monitor must be notified immediately of any disease, insects or unusual conditions that might develop.
- 11.18.3 Disease and rodent control must be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor.
- 11.18.4 Insect control will be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor and approved by the Los Angeles County Agricultural Commissioner.

11.19 Seasonal Specialty Tasks

11.19.1 Renovation/Vertical Mowing

- 11.19.1.1 Sweep or rake the dislodged thatch from the turf areas and immediately remove from the site annually.
- 11.19.1.2 Standard renovating or vertical mowing-type equipment must be used.
- 11.19.1.3 Vertical mow turf to remove thatch in turf areas, to encourage healthy growth and to maintain acceptable appearance.

11.19.1.4 Renovate to the soil line and remove all excessive thatch in the turf area.

11.19.1.5 After thatch is removed and upon completion of turf renovation, the turf must be over-seeded, mulched and watered.

11.19.1.6 Areas to be over-seeded will be seeded at the rate recommended by the County's Project Monitor, utilizing blends or mixtures recommended by the County's Project Monitor.

11.19.1.7 Mulch must be spread evenly over the entire area to a uniform depth.

11.19.2 Turf Reseeding/ Restoration of Bare Areas

11.19.2.1 The Contractor is responsible for procuring all materials needed for reseeded.

11.19.2.2 Over-seed all damaged, vandalized or bare areas to reestablish turf to an acceptable quality.

11.19.2.3 Areas to be reseeded will be seeded at the rate recommended by the County's Project Monitor, utilizing blends or mixtures recommended by the County's Project Monitor.

11.19.2.4 All turf areas will be reseeded with winter rye grass in November to maintain green turf during the winter months.

11.19.3 Plant Materials

11.19.3.1 Plant materials must conform to the requirements of the landscape plan of the area and to "Horticultural Standards" of the American Association of Nurserymen to kind, size and age. Plant material larger than those specified in the landscape plan may be supplied, if it complies in all other respects and is approved by the County's Project Monitor.

11.19.3.2 Substitutions may be allowed but only with prior written approval by the County's Project Manager.

11.19.3.3 If plant names used in the landscape plan do not conform to "Standardized Plant Names" of the American Joint Committee on Horticultural Nomenclature, the custom of the nursery trade must be followed.

11.19.4 Plant Quality

11.19.4.1 Plants must be sound, healthy, vigorous, free from plant disease, insect pest, or their eggs; have healthy normal root systems; comply with state and local regulations; and be free from any noxious weeds.

11.19.4.2 All plants must be measured six (6) inches above the ground surface.

11.19.4.3 While caliper or other dimensions of any plant material cannot be determined from the landscape plan, it will be understood that the plant material will be normal stock for the type listed and sturdy enough to stand safely without staking.

11.19.4.4 Plants must be symmetrical and typical for variety and species and conform to any measurements specified for the plants in the landscape plan.

11.19.4.5 All plant materials must be provided from a licensed nursery and will be subject to acceptance as to quality by the County Project Monitor.

11.19.4.6 Shrubs must be guaranteed to remain in a healthy condition for sixty (60) days from the date of acceptance of the job by the County's Project Monitor.

11.19.5 Tree Surveys

11.19.5.1 Tree Surveys must be conducted by Contractor's certified arborist no less than six times a year.

11.20 Department Events

Marina del Rey will have various seasonal events as stated in Paragraph 6.2 and park maintenance may be requested at various locations in Marina del Rey in accordance to Exhibit C. Requested duties will include but not limited to emptying trashcans, replacement of trash bags, pick up trash and other debris strewn throughout the park, clean all picnic areas, and sweeping parking lots, corners, patio slabs, sidewalks, and event locations.

11.21 Additional Landscape Maintenance Services

In addition to the regular Landscape Maintenance Services, as described in Paragraphs 6.1 and 6.2, the Department may request the Contractor to provide additional Landscape Maintenance Services and/or Department excursions throughout the year. Such requests for additional services may require a regular full-day operation of Landscape Maintenance Services. Reasonable notice will be provided to the Contractor prior to the Department's request for additional services.

12.0 USE OF CHEMICALS

12.1 County Ban on Glyphosate-Based Products

Contractor must not use glyphosate-based products in performance of the Contract work.

12.2 Employees Using Chemicals must be Licensed

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

12.3 County Project Monitor to Approve Use of Chemicals

A listing of proposed chemicals, including commercial name, application rates, type of usage, and material safety data sheet will be submitted to the County Project Monitor prior to application. No work will begin until approval of use is obtained from the County Project Monitor. Use or application of chemicals includes:

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

12.4 Contract to Record Chemical Use

Records of all operations stating dates, times, methods of application, chemical foundations, applicator's name, and weather conditions will be made and retained in an active file for a minimum of three (3) years. Contractor will provide a chemical use report (site specific) with its billing. A copy of the PCA's recommendation for each application (site specific) will be provided to the County's Project Monitor and applicator prior to each application. This requirement will be in addition to the copy of the usage summary that is provided to the Agricultural Commissioner.

12.5 Contractor to Furnish Permit for Chemicals

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

12.6 Contractor to Observe Chemical Regulations

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

12.7 Time to Use Chemicals

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

12.8 No Chemicals in County Storage

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

12.9 Material Safety Data Sheets (MSDS)

Contractor must maintain on-site MSDS Reports and must provide the County Project Monitor with copies before any chemical application is performed.

13.0 LOGS AND REPORTS

13.1 Contractor to Submit Work Report

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

13.2 Contractor to submit Fertilizer, Seed, and Chemical Report

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

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

13.3 Contractor to Maintain Daily Maintenance Log

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

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

13.4 Contractor to maintain a Complaint Log

The Contractor will maintain a log of all complaints received directly from the public or forwarded to the Contractor by the County Project Monitor relating to complaints concerning employee appearance, attitude, and work. The log must contain the date of receipt of complaint, nature of the complaint, time and action taken or reason for inaction. A copy of any written complaint and its resolution must be submitted to the County Project Monitor no later than five (5) working days from the Contractor's receipt of the complaint. An updated copy of the complaint log must be made available to the County Project Monitor on request.

13.5 Contractor to Furnish Employee Driving Records

On the commencement of the Contract term and every six (6) months thereafter over the remaining Contract term, the Contractor must furnish the County Project Monitor with a report from the California Department of Motor Vehicles on the

Driving Record of each employee who is assigned to operate a motor vehicle in the performance of the Contract work.

13.6 Integrated Pest Management Program Compliance

In accordance with Paragraph 8.55 (Integrated Pest Management Program Compliance) of the Contract, Contractor will provide to the Department an annual summary of the pesticides used outdoors on County-owned or maintained property by July 1 of each year of the Contract. For each pesticide, the summary must include all of the following:

- Product trade name;
- Active Ingredient;
- Environmental Protection Agency (EPA) Registration Number; and
- Total amount used.

14.0 GREEN INITIATIVES

14.1 Contractor must use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.

14.2 Contractor must notify County’s Project Manager of Contractor’s new green initiatives prior to the Contract commencement.

15.0 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) chart, Attachment 2 of this Exhibit A, listing required services that will be monitored by the County during the term of this Contract is an important monitoring tool for the County.

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

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

CONTRACT DISCREPANCY REPORT

SAMPLE

CONTRACTOR RESPONSE DUE BY _____ (enter date and time)

Date:		Contractor Response Received:			
Contractor:	Contract No.	County's Project Manager:			
Contact Person:	Telephone: () -	County's Project Manager Signature:			
Email:		Email:			
<p>A contract discrepancy(s) is specified below. The Contractor will take corrective action and respond back to the County personnel identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.</p>					
No.	Contract Discrepancy	Contractor's Response*	County Use Only		
			Date Correction Due	Date Completed	Approved
1					
2					
3					
4					

*Use additional sheets if necessary

Contractor's Representative Signature

Date Signed

**Additional
Comments:**

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

LANDSCAPING MAINTENANCE SERVICES

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
CONTRACT: PARAGRAPH 5.10.3 – <i>INVOICES & PAYMENTS</i>	Contractor must submit invoices by the 15 th of each month.	Review of Invoices	\$100 per occurrence
CONTRACT: PARAGRAPH 8.8. – <i>COMPLIANCE W/COUNTY'S JURY SERVICE PROGRAM</i>	Contractor must have and adhere to a written policy meeting the County's Jury Service Program requirements.	Review of Records	\$50 per occurrence
CONTRACT: PARAGRAPH 8.15 – <i>COUNTY'S QUALITY ASSURANCE PLAN</i>	Contractor must observe & comply with County's quality assurance plan.	Review of Insurance Certificates	\$100 per occurrence
CONTRACT: PARAGRAPH 8.24 – <i>INSURANCE COVERAGE REQUIREMENTS</i>	Contractor must maintain required liability amounts and coverages.	Review of Insurance Certificates	\$100 per occurrence
CONTRACT: PARAGRAPH 8.28 – <i>NONDISCRIMINATION AND AFFIRMATIVE ACTION</i>	Contractor must certify to and comply with nondiscrimination and affirmative action.	Inspection of Files	\$50 per occurrence
CONTRACT: PARAGRAPH 8.38 – <i>RECORD RETENTION & INSPECTION/AUDIT SETTLEMENT</i>	Contractor must maintain all required records as specified.	Inspection of Files	\$150 per occurrence
CONTRACT: PARAGRAPH 8.40 – <i>SUBCONTRACTING</i>	Contractor must obtain County's written approval prior to subcontracting any work.	Observation	\$500 per occurrence
STATEMENT OF WORK: PARAGRAPH 1.3 – <i>GENERAL REQUIREMENTS</i>	Contract must observe reasonable limits set by the Contract Administrator on the time and place of operation of leaf blowers and other power equipment.	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 1.4 – <i>GENERAL REQUIREMENTS</i>	Motor vehicles used in the performance of the contract work must not be driven on bike paths, grass or pedestrian sidewalks unless essential for performance of duties and public safety.	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 3.0 – <i>QUALITY CONTROL</i>	Contractor must observe & comply with its quality control plan	Observation & Documentation	\$50 per occurrence

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
STATEMENT OF WORK: PARAGRAPH 4.2 – <i>QUALITY ASSURANCE PLAN</i>	Contractor must respond to Contract Discrepancy Report within three business days.	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 5.2.1 – <i>RESPONSIBILITIES – CONTRACTOR’S PROJECT MANAGER</i>	Contractor must designate a full-time employee as Contractor’s Project Manager.	Observation & Documentation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 5.3.3 – <i>RESPONSIBILITIES - PERSONNEL</i>	Contractor’s personnel must have no serious misdemeanor, theft or felony conviction.	Review of Records	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 5.3.4 – <i>RESPONSIBILITIES – PERSONNEL</i>	Contractor’s personnel must be at assigned worksite during hours of operation.	Observation & Documentation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 5.3.5 – <i>RESPONSIBILITIES – PERSONNEL</i>	Contractor must immediately remove any employee from performing contract work at County’s request	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 5.3.6 – <i>RESPONSIBILITIES - PERSONNEL</i>	Contractor’s personnel must undergo and pass a background investigation prior to beginning work on the Contract	Observation & Documentation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 5.3.7 - <i>RESPONSIBILITIES - PERSONNEL</i>	Contractor will provide the Department with a current list of employees during contract term.	Observation & Documentation	\$50 per occurrence
STATEMENT OF WORK: PARAGRAPH 5.3.9 – <i>RESPONSIBILITIES - PERSONNEL</i>	Contractor’s employees must conduct themselves in a reasonable manner at all times.	Observation & Documentation	\$50 per occurrence
STATEMENT OF WORK: PARAGRAPH 5.3.11 – <i>RESPONSIBILITIES - SUPERVISOR</i>	Contractor must provide an authorized supervisor for the performance of the Contract.	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 5.3.12 – <i>RESPONSIBILITIES – CREW</i>	Contractor must provide a crew that consists but not limited to one (1) irrigation staff, six (6) trained landscaping staffs, and one (1) supervisor staff at all times.	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 5.3.13 – <i>RESPONSIBILITIES – REQUIRED LICENSES/REGISTRATION</i>	Contractor must maintain all required licenses as required in the Contract.	Review of Records	\$100 per occurrence

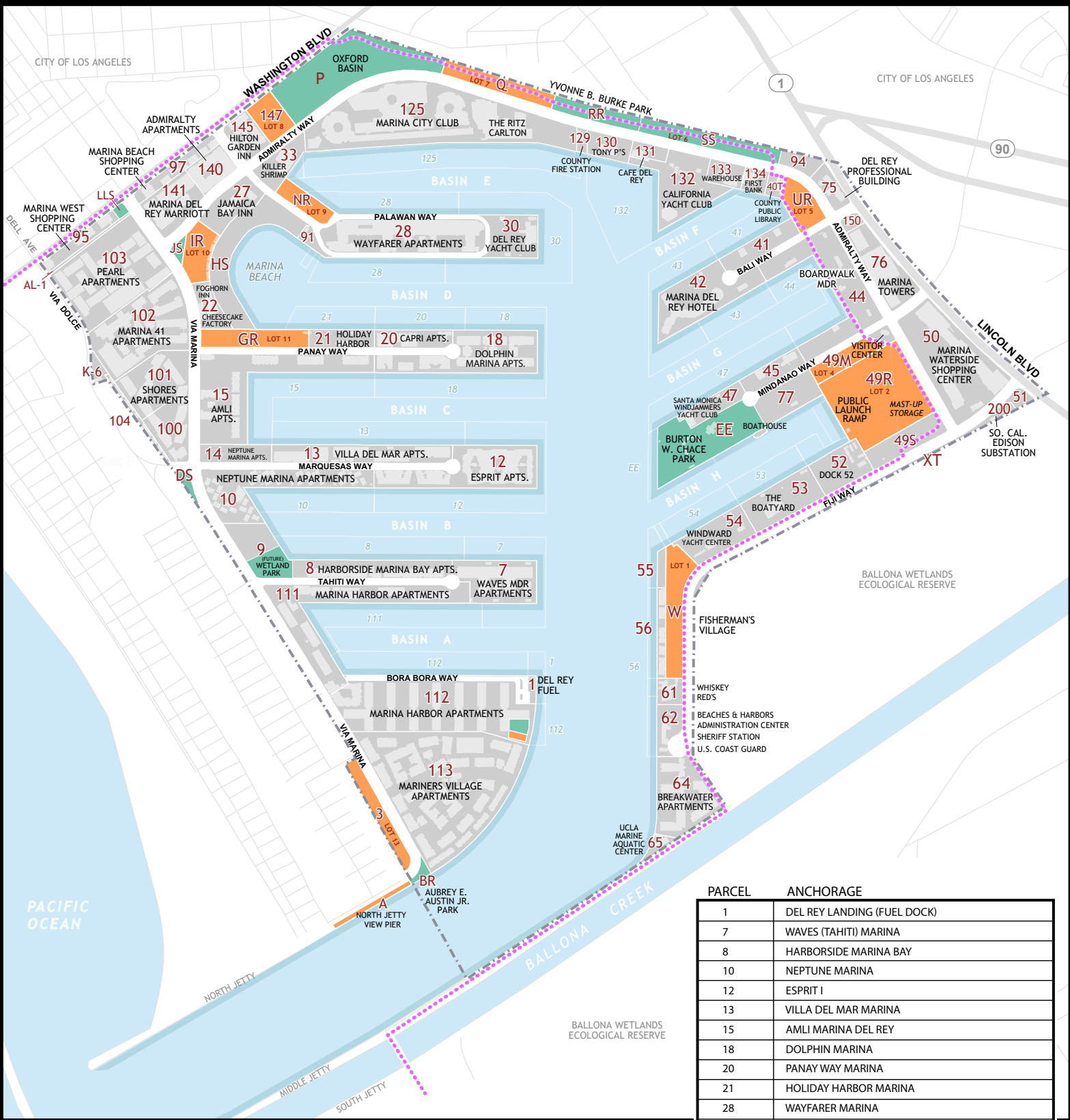
SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
STATEMENT OF WORK: PARAGRAPH 5.4 - <i>RESPONSIBILITIES – COMMUNICATION WITH DEPARTMENT</i>	Contractor must maintain communication with the Department in accordance with Section 5.4.	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 5.6.1 - <i>UNIFORMS/IDENTIFICATION BADGES</i>	Contractor must furnish & require its employees to wear visible photo identification	Review & Observation	\$50 per occurrence
STATEMENT OF WORK: PARAGRAPH 5.9 – <i>RESPONSIBILITIES – CONTRACTOR’S OFFICE</i>	Contractor must maintain an office within Los Angeles County staffed during regular business hours, 9:00 a.m. to 6:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints.	Observation & Documentation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 9.1 – <i>KEYS AND GATE CARD</i>	Contractor must report any lost or stolen keys or gate cards within 24 hours of its discovery.	Inspection & Observation	\$250 per occurrence
STATEMENT OF WORK: PARAGRAPH 9.6 - <i>REPORTING INJURY, THEFT, DAMAGE, OR VANDALISM</i>	Contractor must report to the County’s Project Monitor any injury, theft, damage or vandalism to the facilities.	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 9.7 - <i>REPORTING EMERGENCY REPAIRS</i>	Contractor must immediately report to the CA any condition of the facilities requiring emergency repairs.	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 10.1 - <i>SCHEDULE OF SERVICES</i>	The Contractor must perform all tasks listed in Exhibit B. All tasks will be performed at the times listed in Exhibit A, Section 10.	Observation	\$150 per occurrence
STATEMENT OF WORK: PARAGRAPH 10.4 - <i>WATERING HOURS</i>	Grounds and landscape watering within street medians, parking lots, parks, and other areas to be conducted between 6:00 a.m. and 9:00 a.m.	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 10.5 - <i>CONTRACTOR TO PROVIDE QUALIFIED ARBORIST</i>	Contractor must provide a qualified certified arborist at the request of the Department.	Observation	\$150 per occurrence
STATEMENT OF WORK: PARAGRAPH 10.6 – <i>EMERGENCIES</i>	The Contractor must be able to provide emergency or unforeseen services within 24 hours of telephone notice.	Review & Observation	\$100 per occurrence

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
STATEMENT OF WORK: PARAGRAPH 12.1 – <i>USE OF CHEMICALS</i>	Contractor must not use glyphosate-based products in performance of the Contract work.	Inspection & Observation	\$500 per occurrence
STATEMENT OF WORK: PARAGRAPH 12.2 – USE OF CHEMICALS	All work performed involving the use of chemicals will be performed under the direction of a licensed Pest Control Advisor (PCA).	Observation	\$150 per occurrence
STATEMENT OF WORK: PARAGRAPH 12.7 – USE OF CHEMICALS	Chemicals must be applied only between the hours of 5:00 a.m. and 8:00 a.m. on weekdays only, and only on days when winds will not carry chemicals beyond the boundaries of the area being treated.	Observation	\$150 per occurrence
STATEMENT OF WORK: PARAGRAPH 13.0 - <i>LOGS & REPORTS</i>	Contractor will submit to County Project Monitor all required reports with its submitted invoice.	Review & Observation	\$50 per occurrence

LANDSCAPE MAINTENANCE SERVICES - TASKS	
<i>Tasks/ Services will include, but are not limited to following:</i>	
DAILY: Monday - Friday	MONTHLY - 1st of month
Median, parking lots, parks, etc. watering in Manual Water Zones (6:00AM - 9:00AM)	Steam clean all picnic shelters
DAILY: Monday - Sunday	Submit work, fertilizer, seed, and chemical reports
Weed and leave removal	Submit complaint log
Debris/litter removal	SEASONAL
Empty trashcans	Seasonal Planting
Unauthorized signage removal	Dislodge thatch from turf, reseed, and restore
Remove graffiti or other obstruction from authorized signage	Reseeding of lawn
Removal of accumulated leaves	AS-NEEDED
Clean barbecue grills	Replace plants/ shrubs
Clean/disinfect drinking fountains	Turf fertilization (4x per year)
Clean all picnic shelters including floor & ceiling	Shrub fertilization (3x per year)
Rake leaves, turf, flowerbeds, planters, medians	Aerification (3x per year)
Remove dead & diseased plants	Cultivating
Inspect irrigation system and make repairs	Approved herbicides/pesticides
Irrigate landscaped and turf areas for growth	DEPARTMENT EVENTS
Prune trees and roots (Oct-Dec)	Empty trash cans and replace trash bags
Replace irrigation controller boxes & equipment	Pickup, sweep, and remove debris/litter
WEEKLY	Sweep parking lot corners, patio slabs, sidewalks, event locations
Mowing	Clean all picnic areas
Mechanical edging	
Inspect landscape for disease, rodents & insects	
Clean walkways following mowing & edging	
Probe soil to determine water penetration	
Replace median barren areas with plants and soil	
Maintain and replace irrigation controller boxes	
Maintain and replace irrigation lateral lines	
Sweep parking lot corners, patio slabs, sidewalks	
Clean all gravel and bark areas	
Removal of dog and animal fecal matter	
Clean dog waste stations, replace dog waste bags, and empty waste receptacles.	

NOTES:

- * Crew must consist of at least one (1) irrigation staff, (6) trained landscaping staff, and one (1) supervisor at all times when staff is on County premises.
- * Crew must perform work from 6:00AM - 3:00PM (PST)
- * Contractor must provide all plants and shrubs for replacements, grass seed, top soil, fertilizer, herbicides/pesticides, etc.
- * Contractor must provide a qualified arborist as need no less than (6) times per year to survey the conditions of trees.



COUNTY OF LOS ANGELES
MARINA DEL REY



- Marina del Rey Boundary
- Parks and Open Space
- Marvin Braude Bike Trail
- Public Parking Lots

PARCEL	ANCHORAGE
1	DEL REY LANDING (FUEL DOCK)
7	WAVES (TAHITI) MARINA
8	HARBORSIDE MARINA BAY
10	NEPTUNE MARINA
12	ESPRIT I
13	VILLA DEL MAR MARINA
15	AMLI MARINA DEL REY
18	DOLPHIN MARINA
20	PANAY WAY MARINA
21	HOLIDAY HARBOR MARINA
28	WAYFARER MARINA
30	DEL REY YACHT CLUB
41	CATALINA YACHT ANCHORAGE
43	MARINA DEL REY MARINA
44	BOARDWALK MDR
47	ANCHORAGE 47
EE	TRANSIENT DOCKS (BURTON CHACE PARK)
53	THE BOATYARD
54	WINDWARD YACHT CENTER
56	FISHERMAN'S VILLAGE
111/112	MARINA HARBOR ANCHORAGE
125	MARINA CITY CLUB MARINA
132	CALIFORNIA YACHT CLUB

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY'S PROJECT DIRECTOR:

Name: _____ Penelope Rodriguez
Title: _____ Division Chief
Address: _____ 13575 Mindanao Way
_____ Marina del Rey, CA 90292
Telephone: _____ (424) 526-7840
E-mail Address: _____ PRodriguez@bh.lacounty.gov

COUNTY'S PROJECT MANAGER:

Name: _____ Maria Romero
Title: _____ Assistant Division Chief
Address: _____ 13575 Mindanao Way
_____ Marina del Rey, CA 90292
Telephone: _____ (424) 526-7841
E-mail Address: _____ MRomero@bh.lacounty.gov

COUNTY'S PROJECT MONITOR:

Name: _____ Edward Martinez
Title: _____ District Manager
Address: _____ 13555 Fiji Way
_____ Marina del Rey, CA 90292
Telephone: _____ (424) 526-7861
E-mail Address: _____ EMartinez@bh.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME:
CONTRACT NO.

CONTRACTOR'S PROJECT MANAGER:

Name: Craig Johnson
Title: Area Manager
Address: 1650 W. 130th St.
Gardena, CA 90248
Telephone: (714) 686-3560
E-mail Address: craig.johnson@mariposa-ca.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: Terry Noriega
Title: President
Address: 6232 Santos Diaz St.,
Irwindale, CA 91702
Telephone: (626) 960-0196
E-mail Address: estimating@mariposa-ca.com

Name: Antonio Valenzuela
Title: Secretary
Address: 6232 Santos Diaz St.
Irwindale, CA 91702
Telephone: (626) 960-0196
E-mail Address: estimating@mariposa-ca.com

NOTICES TO CONTRACTOR:

Name: Terry Noriega
Title: President
Address: 6232 Santos Diaz St.
Irwindale, CA 91702
Telephone: (626) 960-0196
E-mail Address: estimating@mariposa-ca.com

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: _____ Contract No _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

PAYROLL STATEMENT OF COMPLIANCE

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

Do hereby state:

That I pay or supervise the payment of the persons employed by (Contractor/Subcontractor) on the _____ (contract) that during the payroll period commencing on the _____ (day) of _____ (Month and Year) and ending the _____ (day) of _____ (Month and Year), all persons employed on said work site have been paid the full weekly wages earned, that no rebates have been or will be made, either directly or indirectly, to or on behalf of _____ (Contractor/Subcontractor) from the full weekly wages earned by any person, and that no deductions have been made either directly or indirectly, from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

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

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

Print Name and Title

Owner or Company Representative Signature:

Date:

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



COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE NOTICE TO EMPLOYEES

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

THESE ARE YOUR RIGHTS. . .

Living Wage

Your employer shall pay you a Living Wage for services provided to the County of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
January 1, 2019	\$15.79
January 1, 2020	\$16.31
January 1, 2021	\$16.62
January 1, 2022	\$17.14
January 1, 2023	\$18.49
January 1, 2024	\$18.86
January 1, 2025	\$19.44

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

Retaliation

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

Worker Retention

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

Federal Earned Income Tax Credit

You may be eligible to apply for the Federal Earned Income Tax Credit and receive an annual monetary amount established by the IRS if you qualify. Application forms are available from your employer or by contacting the Internal Revenue Service at (800) 829-3676.

If you believe your rights have been violated, you should immediately contact the following:

Department Administering this Contract

County Department Phone Number

OR

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



CONDADO DE LOS ÁNGELES
ORDENANZA DEL SUELDO DIGNO

AVISO PARA LOS EMPLEADOS

Este empleador es un contratista del Condado de los Ángeles. Este contrato está sujeto a la Ordenanza del Sueldo Digno (Living Wage Ordinance - LWO) establecido por la Junta de Supervisores (Capítulo 2.201 del Código del Condado de Los Ángeles). Si usted es empleado de tiempo completo o de tiempo parcial y desempeña cualquier servicio al Condado bajo este contrato, a usted se le debe de pagar un “Sueldo Digno” por las horas que usted trabaje en el contrato del Condado.

ESTOS SON SUS DERECHOS. . .

Sueldo Digno (Living Wage)

Su empleador deberá pagarle a usted un Sueldo Digno por los servicios brindados al Condado por lo menos las tarifas por hora y a partir de las siguientes fechas de vigencia:

Fecha de Vigencia	Tarifa por hora
1° de Enero de 2019	\$15.79
1° de Enero de 2020	\$16.31
1° de Enero de 2021	\$16.62
1° de Enero de 2022	\$17.14
1° de Enero de 2023	\$18.49
1° de Enero de 2024	\$18.86
1° de Enero de 2025	\$19.44

Con vigencia a partir del 1° de enero de 2020, la tarifa del Sueldo Digno será ajustada de acuerdo al Índice de Precios al Consumidor (CPI) del Buró de Estadísticas del Trabajo, del Departamento de Trabajo de EE.UU., para el área del Condado de Los Ángeles-Riverside-Orange durante el periodo de 12 meses previo al 1° de julio de cada año.

Represalias

Usted no podrá ser transferido, degradado ni despedido debido a que usted dé a conocer las infracciones al Programa de Sueldo Digno (Living Wage Program). Los actos de represalia pueden ser denunciados al Departamento de Servicios Internos llamando al teléfono de servicio de Sueldo Digno.

Retención del Trabajador

Si el Condado de los Ángeles rescinde su contrato con el empleador que usted tiene actualmente antes de la fecha de vencimiento del contrato, e inicia un nuevo contrato con otro contratista para el mismo servicio, usted puede ser elegible para seguir trabajando como empleado para el nuevo contratista durante un periodo no menor a 90 días a partir del inicio del nuevo contrato.

Crédito Tributario Federal por Ingresos del Trabajo

Usted puede ser elegible para solicitar el Crédito Tributario Federal por Ingresos del Trabajo y recibir una cantidad de dinero anual establecida por el IRS en caso de que usted califique. Los formularios de solicitud están disponibles con su empleador o comunicándose con el Servicio de Impuestos Internos (IRS) llamando al (800) 829-3676.

Si usted cree que sus derechos han sido infringidos, debe comunicarse de inmediato a:

Departamento que administra este Contrato

Número telefónico del Departamento del Condado

O

Departamento de Servicios Internos
Sección de Cumplimiento de Contratos en todo el Condado
Línea Telefónica del Servicio de Sueldo Digno (Living Wage Hotline)
(888) 550-WAGE O (888) 550-9243

NOTICE TO EMPLOYEES

Working on County Contracts



The County of Los Angeles Board of Supervisors established the Living Wage Program (Los Angeles County Code Chapter 2.201). You may be entitled to receive the Living Wage rate of pay.

Living Wage

If you are a contract employee, you must be paid not less than the Living Wage rate as follows:

Effective Date	Hourly Rate
January 1, 2019	\$15.79
January 1, 2020	\$16.31
January 1, 2021	\$16.62
January 1, 2022	\$17.14
January 1, 2023	\$18.49
January 1, 2024	\$18.86
January 1, 2025	\$19.44

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

Retaliation

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

Federal Earned Income Tax Credit

You may be eligible to apply for the Federal Earned Income Tax Credit and receive an annual monetary amount established by the IRS if you qualify. Application forms are available from your employer or by contacting the Internal Revenue Service at (800) 829-3676.

Worker Retention

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

Employees that qualify for Worker Retention rights are:

1. Employees who are full-time or part-time contract workers.
2. Employees who are not exempt under the minimum wage and maximum hour exemptions.
3. Employees who have been employed under the predecessor's contract for six months prior to the termination of the predecessor's contract.

Complaints of Violation

Complaints and violations of the Living Wage Program can be reported by calling the Living Wage HOTLINE at:

(888) 550-WAGE

OR

(888) 550-9243

Or the awarding Department at

AVISO PARA EMPLEADOS

Trabajando en Contratos del Condado

La Junta de Supervisores estableció el Programa del Sueldo Digno (Capítulo 2.201 del Código del Condado de Los Ángeles). Usted puede tener derecho a recibir la tarifa de pago del Sueldo Digno.



Sueldo Digno

Si usted es empleado bajo contrato, a usted se le deben de pagar al menos las siguientes tarifas de Sueldo Digno:

Fecha de Vigencia	Tarifa por hora
1° de Enero de 2019	\$15.79
1° de Enero de 2020	\$16.31
1° de Enero de 2021	\$16.62
1° de Enero de 2022	\$17.14
1° de Enero de 2023	\$18.49
1° de Enero de 2024	\$18.86
1° de Enero de 2025	\$19.44

Vigencia a partir del 1° de enero de 2020, la tarifa de Sueldo Digno será ajustada de acuerdo al Índice de Precios al Consumidor (CPI0 del Buró de Estadísticas del Trabajo, del Departamento de Trabajo de EE.UU., para el área del Condado de Los Ángeles-Riverside-Orange durante el periodo de 12 meses previo al 1° de julio de cada año.

Represalias

Usted no podrá ser transferido, degradado ni despedido debido a que usted dé a conocer infracciones al Programa de Sueldo Digno (Living Wage Program). Todos los actos de represalia pueden ser denunciados al Departamento de Servicios Internos llamando a la Línea Telefónica de Servicio de Sueldo Digno.

Crédito Tributario Federal por Ingresos del Trabajo

Usted puede ser elegible para solicitar el Crédito Tributario Federal por Ingresos del Trabajo y recibir una cantidad de dinero anual establecida por el IRS en caso de que usted califique. Los formularios de solicitud están disponibles con su empleador o comunicándose con el Servicio de Impuestos Internos al (800) 829-3676.

Retención del Trabajador

Si el Condado de los Ángeles rescinde su contrato con el empleador que usted tiene actualmente antes de la fecha de vencimiento de contrato, e inicia un nuevo contrato con otro contratista para el mismo servicio, usted puede ser elegible para seguir trabajando como empleado para el nuevo contratista durante un periodo no menor a 90 días a partir del inicio del nuevo contrato.

Los empleados que califican para los derechos de Retención de Trabajadores son:

1. Empleados que estén contratados por tiempo completo o por tiempo parcial.
2. Empleados que no estén exentos bajo las excepciones de salario mínimo y de horas de jornada máxima.
3. Empleados que hayan estado bajo contrato del empleador anterior durante los seis meses previos a la finalización del contrato de ese empleador.

Quejas de Incumplimiento

Se pueden dar a conocer las quejas por incumplimiento al Programa de Sueldo Digno llamando a la Línea Telefónica de Servicio de Sueldo Digno al:

(888) 550-WAGE

O

(888) 550-9243

O al Departamento otorgante al

Landscape Maintenance Proposal



Business Proposal for Landscape Maintenance Services Beaches and Harbors

Due: 9/23/2024 at 5 pm

Mariposa Landscapes

6232 Santos Diaz St, Irwindale, CA 91702

Contact: Dave Widjaja

Telephone: (626) 426-1121

Email: dave.widjaja@mariposa-ca.com



M A R I P O S A
L A N D S C A P E S I N C

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*“We blend Nature and Craftsmanship
to create ultimate outdoor settings and extremely
satisfied customers”*



8.5.3 Executive Summary

This document represents a comprehensive Business Proposal by Mariposa Landscapes, Inc. in response to the requirements stipulated in the Los Angeles County, Department of Beaches and Harbors, Request for Proposal for landscape maintenance services.

Mariposa Landscapes has been in business for over 40 years, providing landscape maintenance services within numerous other cities, counties, public agencies, and private entities, throughout Southern California. Our list of public contracts dramatically supports this assertion, and we encourage you to contact any of the provided references.

Our organizational structure with local accountabilities, and strategically located operating yards, have also helped us to deliver the highest levels of service and quality to our clients.

Here at Mariposa Landscapes, Inc. our Core Values embrace Safety, Teamwork, Quality, and Integrity. Safety is the primary foundation of our company. We emphasize “safety first” on every worksite and in every training program. Teamwork is visible in every process, from estimating new projects to the execution of contract obligations in the field. Quality control is taken seriously with specific check points and follow-up. Integrity is most important. Our employees know how to do the “right thing”.

Mariposa Accounting and Payroll staff are accustomed to public sector contracts, as well as Prevailing Wage and County Living Wage requirements and compliance issues. Employee retention throughout the organization is strong. We also boast a high percentage of individuals from Foremen to Vice President of Operations, being employed at Mariposa for several decades.

We are honest and open in our communications, building deep trust and confidence in our relationships. We value the dedication and contribution of each person. The overall well-being of our employees, customers and vendors is important to us.

We believe the depth of knowledge and level of experience being offered to the County of Los Angeles by our team is unmatched by our competitors. Our many documented years of experience working with Los Angeles County and many other public entities enables us to be the most responsive and responsible firm to meet the needs of this RFP. Mariposa’s financial position is strong, with a high level of bonding capacity, and over 95% of all fleet and equipment are fully owned without debt.

It is our intention to perform this contract per County requirements outlined in this RFP, as well as per the Sample County Agreement provided.

We look forward to working with the County of Los Angeles, Department of Beaches & Harbors



8.5.4 Required Forms



REQUIRED FORMS – EXHIBIT 1
ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Vendor's Name: Mariposa Landscapes, Inc.	County Webven Number: 50312901
Address: 6232 Santos Diaz St., Irwindale, CA 91702	
Telephone Number: (626) 960-0196	Email: estimating@mariposa-ca.com
Internal Revenue Service Employer Identification Number: 95-4245898	California Business License Number: 000538

1	Select the option that best defines your firm's business structure: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Specify)	If Corporation or Limited Liability Company (LLC): Legal Name (as stated in Articles of Incorporation): <u>Mariposa Landscapes, Inc.</u> State of Incorporation: <u>California</u> Year of Incorporation: <u>10/2/1989</u> If Limited Partnership or a Sole Proprietorship: Name of proprietor or managing partner: _____ If other: Specify business structure name: _____
2	Is your firm doing business under one or more DBA's? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Name: _____ Country of Registration: _____ Year became DBA: _____
3	Is your firm wholly/majority owned by, or a subsidiary of another firm? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, indicate name of Parent Firm and State of Incorporation. Name of Parent Firm: _____ State of Incorporation or registration of parent firm: _____
4	Has your firm done business under other names within last five (5) years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, indicate any other names and the year of name change. Name(s): _____ Year(s) of Name Change: _____

REQUIRED FORMS – EXHIBIT 1
ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

5	List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".	None
6	Is your firm involved in any pending acquisition or mergers? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, please provide additional information regarding the pending merger.
7	List all names and contact information of all individuals legally authorized to commit the Vendor.	Name: Terry Noriega Title: President Phone: (626) 960-0196 Email: estimating@mariposa-ca.com Name: Antonio Valenzuela Title: Secretary Phone: (626) 960-0196 Email: estimating@mariposa-ca.com Name: Theresa Lu Title: Chief Financial Officer Phone: (626) 960-0196 Email: estimating@mariposa-ca.com

REQUIRED FORMS - EXHIBIT 1

ORGANIZATION QUESTIONNAIRE/AFFIDAVIT PROPOSER'S PENDING LITIGATION AND JUDGMENTS

Proposer's Name: Mariposa Landscapes, Inc.

1. PENDING LITIGATION (check one)	YES	NO
If yes, please identify name, case, court jurisdiction and current status of any pending litigation below.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. JUDGMENTS WITHIN THE LAST FIVE (5) YEARS	YES	NO
If yes, please identify name, case, court jurisdiction and outcome of any judgments against Vendor within last five years.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

PENDING LITIGATION				
NAME OF CASE	COURT CASE ID#	COURT JURISDICTION	CURRENT STATUS	SIZE/SCOPE OF PENDING LITIGATION

Attach additional pages if necessary

JUDGMENTS WITHIN LAST FIVE (5) YEARS			
NAME OF CASE	COURT CASE ID#	COURT JURISDICTION	OUTCOME OF CASE

Attach additional pages if necessary

M A R I P O S A

L A N D S C A P E S I N C

Mariposa Landscapes Inc. Pending and Settled Litigation

Name	Claim/Case No.	Date	Court	Status	Type
Flores v. City of Burbank	19STCV02043	January 22, 2019	Superior, Los Angeles	Dismissed	GL
Hansell V City of Rancho Cucamonga	CIVDS1725721	February 21, 2019	Superior, San Bernardino	Dismissed 05-21-20	GL
Aronson v. City of Palm Springs	PSC1902825	April 24, 2019	Superior, Riverside	Dismissed	GL
Garcia v. Hai	20STCV33096	August 28, 2020	Superior, Los Angeles	Dismissed	GL
M. Acosta v Mariposa Landscapes Inc.	56-2021-00549651	January 20, 2021	Superior, Ventura	Pending	Emp
J. Rivera v. Mariposa Landscapes Inc.	56-2021-00549647	January 20, 2021	Superior, Ventura	Pending	Emp
A. Moctezuma v. Mariposa Landscapes Inc.	56-2021-00549650	January 20, 2021	Superior, Ventura	Pending	Emp
J. Farias v. Mariposa Landscapes Inc.	21PSCV00402	May 17, 2021	Superior, Los Angeles	Pending	Emp
Mabus v. City of Newport Beach	30-2021-01221557	September 16, 2021	Superior, Orange	Dismissed	GL
Allen v. Mariposa Landscape	21STCV37080	October 7, 2021	Superior, Los Angeles	Pending	GL
Milliken v. City of Corona	CVR1220046	January 6, 2022	Superior, Riverside	Pending	GL
Okeke v. County of Los Angeles	22STCV10713	May 5, 2022	Superior, Los Angeles	Dismissed	GL
Farmers Ins v Mariposa Landscapes	CIVSB2212231	June 13, 2022	Superior, San Bernardino	Dismissed	GL
Calderon v. Mariposa Landscapes	22STCV19397	June 14, 2022	Superior, Los Angeles	Pending	Emp
Salmeron v. City of Corona	CVR12204878	November 04, 2022	Superior, Riverside	Pending	GL



TEL 800 • 794 • 9458 • FAX 626 • 960 • 8477 • www.mariposa-ca.com
6232 SANTOS DIAZ ST., IRWINDALE, CA 91702 • CA CONTRACTOR'S LIC # 592268 A, C-27, D-49, C-61, C-31

Our Core Values – Safety • Teamwork • Quality • Integrity



Secretary of State

Certificate of Status

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

Entity Name: MARIPOSA LANDSCAPES, INC.
Entity No.: 1469653
Registration Date: 10/02/1989
Entity Type: Stock Corporation - CA - General
Formed In: CALIFORNIA
Status: Active

The above referenced entity is active on the Secretary of State's records and is authorized to exercise all its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

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



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of January 09, 2024.

SHIRLEY N. WEBER, PH.D.
Secretary of State

Certificate No.: 172026720

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at bizfileOnline.sos.ca.gov.



BA20231150349

B1971-5004 07/21/2023 11:12 AM Received by California Secretary of State



STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CORPORATION

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 653-3516

For Office Use Only

-FILED-

File No.: BA20231150349

Date Filed: 7/21/2023

Entity Details				
Corporation Name		MARIPOSA LANDSCAPES, INC.		
Entity No.		1469653		
Formed In		CALIFORNIA		
Street Address of Principal Office of Corporation				
Principal Address		6232 SANTOS DIAZ ST IRWINDALE, CA 91702		
Mailing Address of Corporation				
Mailing Address		6232 SANTOS DIAZ ST IRWINDALE, CA 91702		
Attention				
Street Address of California Office of Corporation				
Street Address of California Office		6232 SANTOS DIAZ ST IRWINDALE, CA 91702		
Officers				
Officer Name		Officer Address	Position(s)	
TERRY L NORIEGA		6232 SANTOS DIAZ ST IRWINDALE, CA 91702	Chief Executive Officer	
ANTONIO VALENZUELA		6232 SANTOS DIAZ ST IRWINDALE, CA 91702	Secretary	
THERESA LU		6232 SANTOS DIAZ ST IRWINDALE, CA 91702	Chief Financial Officer	
Additional Officers				
Officer Name		Officer Address	Position	Stated Position
None Entered				
Directors				
Director Name		Director Address		
TERRY NORIEGA		6232 SANTOS DIAZ ST IRWINDALE, CA 91702		
The number of vacancies on Board of Directors is: 0				
Agent for Service of Process				
Agent Name		TERRY NORIEGA		
Agent Address		6232 SANTOS DIAZ ST IRWINDALE, CA 91702		
Type of Business				
Type of Business		Mariposa Landscapes, Inc.		
Email Notifications				
Opt-in Email Notifications		Yes, I opt-in to receive entity notifications via email.		
Labor Judgment				

No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.

Electronic Signature

☒ By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.

Terry Noriega

Signature

07/21/2023

Date



State of California Secretary of State

S

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

FQ60862**FILED**

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

AUG-25 2017**1. CORPORATE NAME**

MARIPOSA LANDSCAPES, INC.

2. CALIFORNIA CORPORATE NUMBER

C1469653

This Space for Filing Use Only

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.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE CITY STATE ZIP CODE
6232 SANTOS DIAZ ST, IRWINDALE, CA 91702

5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY CITY STATE ZIP CODE
6232 SANTOS DIAZ ST, IRWINDALE, CA 91702

6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4 CITY STATE ZIP CODE

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.)

7. CHIEF EXECUTIVE OFFICER/ ADDRESS CITY STATE ZIP CODE
TERRY L NORIEGA 6232 SANTOS DIAZ ST, IRWINDALE, CA 91702

8. SECRETARY ADDRESS CITY STATE ZIP CODE
ANTONIO VALENZUELA 6232 SANTOS DIAZ ST, IRWINDALE, CA 91702

9. CHIEF FINANCIAL OFFICER/ ADDRESS CITY STATE ZIP CODE
THERESA LU 6232 SANTOS DIAZ ST, IRWINDALE, CA 91702

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.)

10. NAME ADDRESS CITY STATE ZIP CODE
TERRY NORIEGA 6232 SANTOS DIAZ ST, IRWINDALE, CA 91702

11. NAME ADDRESS CITY STATE ZIP CODE

12. NAME ADDRESS CITY STATE ZIP CODE

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
TERRY NORIEGA

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE
6232 SANTOS DIAZ ST, IRWINDALE, CA 91702

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
LANDSCAPE MAINTENANCE SERVICES

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.

08/25/2017

BRANDON Y HUANG

CONTROLLER

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE

REQUIRED FORMS – EXHIBIT 2

CERTIFICATION OF COMPLIANCE

Proposer certifies compliance with all programs, policies, and ordinances specified below.

TITLE		REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	LACC 2.180	Certifies Compliance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2	Familiarity with the County Lobbyist Ordinance Certification	LACC 2.160	Certifies Compliance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3	Zero Tolerance Policy on Human Trafficking Certification	Motion	Certifies Compliance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4	Compliance with Fair Chance Employment Hiring Practices Certification	Board Policy 5.250	Certifies Compliance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5	<p>Charitable Contributions Certification</p> <p>Enter the California Registry of Charitable Trusts "CT" number and upload a copy of firm's 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 (if applicable)</p> <p>_____</p>	Board Policy 5.065	<p>Check the Certification below that is applicable to your company.</p> <p><input checked="" type="checkbox"/> 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.</p> <p>OR</p> <p><input type="checkbox"/> Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed in this document 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.</p>
6	Attestation of Willingness to Consider GAIN/START Participants	Board Policy 5.050	<p>Certifies Compliance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Willing to provide GAIN/START participants access to employee mentoring program?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A-program not available</p>
7	Contractor Employee Jury Service Program Certification Form & Application for Exception	LACC 2.203	<p>Certifies Compliance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If No, identify exemption:</p> <p><input type="checkbox"/> My business does not meet the definition of "contractor," as defined in the Program.</p> <p><input type="checkbox"/> My business is a small business as defined in the Program.</p> <p><input type="checkbox"/> My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program</p>
8	Certification of Compliance with the County's Defaulted Property Tax Reduction Program	LACC 2.206	<p>Certifies Compliance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If No, identify exemption:</p> <p>_____</p>

REQUIRED FORMS – EXHIBIT 3
REQUEST FOR PREFERENCE CONSIDERATION

INSTRUCTIONS: Proposers requesting preference consideration must complete and include this form in their proposal. Proposers may request consideration for one or more preference programs. **In order to qualify for preference, firm must be certified by the County of Los Angeles Department of Consumer and Business Affairs (DCBA). Please reference your Certification Letter issued by DCBA to determine Federal/Non-Federal preference eligibility.**

☒ **PREFERENCE NOT REQUESTED**

OR

<input type="checkbox"/> PREFERENCE REQUESTED (SELECT ALL THAT APPLY)		
Preference Program		Reference
<input type="checkbox"/>	Request for Local Small Business Enterprise (LSBE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	<u>LACC 2.204</u>
<input type="checkbox"/>	Request for Social Enterprise (SE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	<u>LACC 2.205</u>
<input type="checkbox"/>	Request for Disabled Veterans Business Enterprise (DVBE) Program Preference	<u>LACC 2.211</u>

Note: In no instance should any of the listed preference programs price or scoring be combined with any other County program to exceed fifteen percent (15%) in response to any county solicitation.

REQUIRED FORMS – EXHIBIT 4
DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS

Proposer's Name: Mariposa Landscapes, Inc.

1. DEBARMENT HISTORY (Check one)	YES	NO
Proposer is currently debarred by a public entity	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, please provide the name of the public entity:		
2. LIST OF TERMINATED CONTRACTS (Check one)	YES	NO
Proposer has contracts that have been terminated in the past three (3) years.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If yes, please list all contracts that have been terminated prior to expiration within the last three (3) years.

Service:	
Name of Entity:	
Address:	
Contact:	
Telephone:	
Email:	
Termination Date:	
Name/Contract No:	
Reason for Termination:	

Service:	
Name of Entity:	
Address:	
Contact:	
Telephone:	
Email:	
Termination Date:	
Name/Contract No:	
Reason for Termination:	

Service:	
Name of Entity:	
Address:	
Contact:	
Telephone:	
Email:	
Termination Date:	
Name/Contract No:	
Reason for Termination:	

**REQUIRED FORMS – EXHIBIT 5
COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION**

TITLE		REFERENCE			
1 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.			
Total Number of Employees in California:		408			
Total Number of Employees (including owners):		409			
Race/Ethnic Composition of Firm. Enter the make-up of Owners/Partners/Associate Partners into the following categories:					
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Percentage of how ownership of the firm is distributed		
	Male	Female	Male	Female	
Black/African American			%	%	
Hispanic/Latino	1		100 %		%
Asian or Pacific Islander			%		%
Native Americans			%		%
Subcontinent Asian			%		%
White			%		%

TITLE		REFERENCE				
2 CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE		If your firm is currently certified as a minority, women, disadvantaged, disabled veteran or lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprise by a public agency, complete the following.				
		<input type="checkbox"/> Check if not applicable				
Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	LGBTQQ	
Supplier Clearing House	Yes					
LA County	Yes					

***SUPPLIER CLEARINGHOUSE
CERTIFICATE OF ELIGIBILITY***



CERTIFICATION EXPIRATION DATE: **March 20, 2027**

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

***Mariposa Landscapes, Inc.
Minority Business Enterprise (MBE)***

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on-site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998.

VON: 94HS0050

DETERMINATION DATE: March 20, 2024



LOS ANGELES COUNTY

CONSUMER & BUSINESS AFFAIRS

Board of Supervisors

Hilda L. Solis
First District

Holly J. Mitchell
Second District

Sheila Kuehl
Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District

Director
Rafael Carbajal

Chief of Staff
Joel Ayala

October 17, 2022

Theresa Lu
MARIPOSA LANDSCAPES, INC.
6232 SANTOS DIAZ ST
IRWINDALE, CA 91702-3267

CBE I.D. # 093081

Status: MBE

Dear Theresa Lu,

Congratulations! Your firm has been certified as an eligible participant in the County of Los Angeles Community Business Enterprise (CBE) Program with the designated participation status identified above. Your certification expires on October 31, 2024.

You will be included in the Los Angeles County CBE listing. The County's CBE listing is utilized by County departments, public agencies, private-sector prime and subcontractors to meet subcontracting goals. To request the most current CBE listing, email CBESBE@dcba.lacounty.gov.

The County of Los Angeles Department of Consumer and Business Affairs (DCBA) reserves the right to request additional information and/or conduct an on-site visit to verify your company's eligibility for this certification. Please contact our office immediately if your business experiences any changes that could affect eligibility during the certification period.

For questions about this certification or to learn more about resources available to small businesses you can visit us online at DCBA.lacounty.gov, email us at OSB@dcba.lacounty.gov, or call us at (323) 881-3964.

Sincerely,

Rafael Carbajal
Director

Christian Olmos
Program Chief, Office of Small Business
RC:CO



dcba.lacounty.gov
info@dcba.lacounty.gov

500 W. Temple St., Suite B-96, Los Angeles CA, 90012-2706
(213) 974-1452 • (800) 593-8222 • Fax: (213) 687-1137

REQUIRED FORMS – EXHIBIT 6
MINIMUM MANDATORY REQUIREMENTS

Proposer acknowledges and certifies that it meets and will comply with the Minimum Mandatory Requirements indicated below and as stated in Paragraph 4.0, of this Request for Proposals.

No.	Minimum Mandatory Requirement(s) (MMR)	Complies with M/R	
		Yes	No
1	Proposers must have a minimum of five (5) years' experience within the last ten (10) years performing landscape maintenance service contracts for governmental and/or private organizations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2	Proposers must provide a supervisor who has a minimum of two (2) years' experience relative to the scope of work included in this RFP.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3	Proposers must include a staffing plan that ensures staffing needs are met for the delivery of duties as outlined in Exhibit B, Landscape Maintenance Service - Tasks	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4	Proposers must include verification of the following licenses with the proposal submission: <ul style="list-style-type: none"> • a valid C-27 Landscape Contractor's License; • a valid California Pest Control Business License; and • a valid registration with the Los Angeles County Agricultural Commission. 	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5	Proposer must attend the Mandatory Proposer's Conference identified in Paragraph 8.4 (Mandatory Proposer's Conference).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	Proposers must complete and return the required Forms 1 – 19 with their proposal.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7	Proposer must provide five (5) references and ensure that at least one (1) of them is responsive when contacted by the County.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8	Proposer does not have unresolved questioned cost, as identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the County department and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

REQUIRED FORMS – EXHIBIT 7

LIST OF PUBLIC ENTITIES

Proposer's Name: Mariposa Landscapes, Inc.

Provide all public entity contracts for the last five (5) years where the same or similar scope of services was provided. It is the Proposer's responsibility to ensure accuracy of the information provided below. Use additional pages if required.

PUBLIC AGENCIES

AGENCY/DEPT: <u>City of Oceanside</u>	AGENCY/DEPT: <u>City of Arcadia</u>
SERVICE TYPE: <u>Landscape Maintenance Services</u>	SERVICE TYPE: <u>Landscape Maintenance Services</u>
CONTRACT TERM: <u>2022- Current</u>	CONTRACT TERM: <u>2013 - Current</u>
CONTRACT AMT: <u>\$2,047,296.00</u>	CONTRACT AMT: <u>\$522,936.00</u>
CONTACT: <u>Christopher Keiter</u>	CONTACT: <u>Dave Thompson</u>
TELEPHONE: <u>(760) 435-5204</u>	TELEPHONE: <u>(626) 254-2709</u>
E-MAIL: <u>ckeiter@oceansideca.org</u>	E-MAIL: <u>dthompson@ArcadiaCA.gov</u>
:	:

AGENCY/DEPT: <u>City of Tustin</u>	AGENCY/DEPT: <u>City of Industry</u>
SERVICE TYPE: <u>Landscape Maintenance Services</u>	SERVICE TYPE: <u>Landscape Maint., Weed and Rodent Control</u>
CONTRACT TERM: <u>2015 - Current</u>	CONTRACT TERM: <u>2021 - 2025</u>
CONTRACT AMT: <u>\$2,048,246.00</u>	CONTRACT AMT: <u>\$1,910,000.00</u>
CONTACT: <u>Christine Zepeda</u>	CONTACT: <u>Chris Lum</u>
TELEPHONE: <u>(714) 573-3147</u>	TELEPHONE: <u>(562) 896-2260</u>
E-MAIL: <u>czepeda@tustinca.org</u>	E-MAIL: <u>clum@cnc-eng.com</u>
:	:

AGENCY/DEPT: <u>City of Rancho Cucamonga</u>	AGENCY/DEPT: <u>City of Irwindale</u>
SERVICE TYPE: <u>Landscape Maintenance Services</u>	SERVICE TYPE: <u>Landscape Maintenance Services</u>
CONTRACT TERM: <u>1989 - Current</u>	CONTRACT TERM: <u>2020 - Current</u>
CONTRACT AMT: <u>\$1,602, 650.00</u>	CONTRACT AMT: <u>\$112,940.00</u>
CONTACT: <u>Steve Relph</u>	CONTACT: <u>Pedro Rodriguez</u>
TELEPHONE: <u>(909) 774-2730 *4116</u>	TELEPHONE: <u>(626) 848-4295</u>
E-MAIL: <u>steve.relph@cityofrc.us</u>	E-MAIL: <u>prodriguez@IrwindaleCA.gov</u>
:	:

Description	Estimated	Start Date	CustomerPhone	Contact	Monthly	Type of Services
Carlsbad Water Facilities-CMWD		3/1/2023	(442) 339-2795	Janean Hawney	4,897	Landscape Maintenance
CDCR 233 N. Second Covina		12/1/2023	(562)631-1153	Sean Buckley	1,026	Landscape Maintenance
City of Artesia		10/1/2020	(562)865-6262		8903	Landscape Maintenance
City of Azusa 22-25		7/1/2022	626 812 0321		37,725	Landscape Maintenance
City of Baldwin Park		2/16/2021	(626)960-3993		8749.99	Landscape Maintenance
City of Banning RFP #23-061		7/1/2024	(951)392-7274	Ruben Macias	6,518	Landscape Maintenance
City of Banning-C00763		8/15/2022	(951)922-3130	Arturo Vela	11,408	Landscape Maintenance
City of Banning-City Parks		4/1/2021	(951)922-3129	Purchasing	10589.97	Landscape Maintenance
City of Brea		1/1/2021	(714)990-7694		8190.08	Landscape Maintenance
City of Carson -C23-172		8/14/2023	(310)847-3520	Freddy Loza	24,036	Landscape Maintenance
City of Chino Hills-North Area		1/1/2023	(909) 363]2600	Luther Martin	157,447	Landscape Maintenance
City of Corona Cajalco & I-15		7/1/2023	(951)817-5880	Tracy Martin	10,118	Landscape Maintenance
City of Corona-Area 2 Z-10 FWY		11/1/2021	951 736 2266		3,145	Landscape Maintenance
City of Duarte FY 23-24		10/1/2023	(626)357-7931	Gerard Batista	46,719	Landscape Maintenance
City of Fontana Area 2		1/1/2020	(909)350-6704		5290	Landscape Maintenance
City of Fontana Area 3		1/1/2020	(909)428-8811		112600.17	Landscape Maintenance
City of Fontana Area 4		12/12/2022	909 350 6696	Dan West	160,387	Landscape Maintenance
City of Gardena		7/1/2022	301-217-9567		8,864	Landscape Maintenance
City of Glendora-PO23000177		7/1/2022	(626) 852-4871		77,823	Landscape Maintenance
City of Indian Wells FAMD #1		8/26/2024	(760)346-1161	Scott Matas	3,112	Landscape Maintenance
City of Irwindale		5/1/2020	(626)4302200		9606.54	Landscape Maintenance
City of La Habra Heights		2/12/2021	(562)694-6302		4661.5	Landscape Maintenance
City of Lawndale 22-25		7/1/2022	(310)973-3273		34,757	Landscape Maintenance
City of Monterey Park-Water S		11/1/2022	(626)307-1281	George Noriega	4,331	Landscape Maintenance
City of Moreno Valley-North		7/1/2023	(951)202-0883	Danny Cover	13,953	Landscape Maintenance
City of Oceanside-22-D0314-1		7/1/2022	(760)435-5208		107,171	Landscape Maintenance
City of Oceanside-23-D0153-1		5/1/2023	(760)435-5208	Mark Garlock	6,477	Landscape Maintenance
City of Oxnard A-8483		9/19/2022	(805)385-7803		28,672	Landscape Maintenance
City of Oxnard LMD and MAD		1/1/2024	(805)200-5334	Antony Miller	62,415	Landscape Maintenance
City of Oxnard Median-Region 2		8/1/2021	(805)385-7803		74318.36	Landscape Maintenance
City of Oxnard Parks-Region 1		7/1/2021	(805)385-7803		12268.23	Landscape Maintenance
City of Oxnard Parks-Region 2		7/1/2021	(805)385-7803		11093.58	Landscape Maintenance
City of Oxnard Parks-Region 3		7/1/2021	(805)385-7803		25819.75	Landscape Maintenance

City of Oxnard Parks-Region 4	7/1/2021	(805)385-7803		14286.45	Landscape Maintenance
City of Oxnard PW24-26 CFD	1/1/2024	(805)200-5334	Anthony Miller	18,664	Landscape Maintenance
City of Palm Desert Area No. 9	7/1/2020	(760)346-0611	(760)341-7098	29786.2	Landscape Maintenance
City of Palm Desert-Area1	11/1/2021	(760)346-0611		41,125	Landscape Maintenance
City of Palm Springs-24B099	7/1/2024	(760)323-8167	Kenneth Kershaw	74,639	Landscape Maintenance
City of Rancho Cucamonga LMD4R	7/1/2020	(909)477-2730		31422.52	Landscape Maintenance
City of Redland Sports Field	7/1/2022	(909) 798-7508	Shawn McIntosh	27,645	Landscape Maintenance
City of Riverside Facilities	7/1/2023	(951)965-2666	Darren Ramsey	17,728	Landscape Maintenance
City of Riverside-Victoria Ave	7/1/2022	(951) 351-6313		32,628	Landscape Maintenance
City of Santa Ana-District 2	2/1/2024	(714)719-5199	Jorge Acevedo	106,251	Landscape Maintenance
City of Santa Ana-District 3	2/1/2024	(714)719-5199	Jorge Acevedo	109,341	Landscape Maintenance
City of Signal Hill FY22-23	10/1/2022	(562)989-4361		41,765	Landscape Maintenance
City of Victorville-CC24-055	7/1/2024	(760)243-1980	Ed Sohm	9,550	Landscape Maintenance
County of Orange OCCR-OC Parks	10/8/2022	(855)886-5400		101,695	Landscape Maintenance
CSUSB-Palm Desert	7/1/2021	(909)537-5144	Dusty Rushia	6613.61	Landscape Maintenance
Cucamonga Valley Water Dist-C	9/1/2021	(909)248-3279		5537.54	Landscape Maintenance
Desert Hot Springs-Zone 2	7/1/2023	760 329 6411	Daniel Porras	12,897	Landscape Maintenance
Desert Hot Springs-Zone 4	7/1/2023	Daniel Porras	(760)329-6411	7,404	Landscape Maintenance
Desert Shores Soccer Park Ph 1	6/17/2024	(761) 890-8696	Emmanuel Ramos	3,936	Landscape Maintenance
Fontana Housing Authority	9/1/2021	(909)350-6786		319.4	Landscape Maintenance
Harding Park-Santa Paula	2/18/2020	(805)933-4226		5160.58	Landscape Maintenance
Housing Authority of SBCO	5/1/2024	(909) 890-0644		9,463	Landscape Maintenance
IEHP - Fontana RFP #23-04867	3/1/2024	(909)727-5396	Charlene McNair	35,804	Landscape Maintenance
Indio Water Authority	7/1/2020	760-625-1812		5681.28	Landscape Maintenance
Industry Business Center Slope	7/1/2021	(626)333-2211		195805.39	Landscape Maintenance
Jurupa Area Recreation & Park	12/1/2022	951 306 2326	Lorena Coulter	4,809	Landscape Maintenance
L.A. 77th Police Station	9/1/2021	(213)258-7761		1206	Landscape Maintenance
L.A. Newton Police Station	9/1/2021	(213)258-7761		1206	Landscape Maintenance
L.A. Public Library-CN 818	4/1/2022	(213)228-7580		4,976	Landscape Maintenance
L.A. Public Library-Hollywood	10/1/2023	(213)228-7580	Alexander Tagle	5,841	Landscape Maintenance
L.A. Public Library-Western A	3/1/2020	(213)228-7580		4929.02	Landscape Maintenance
L.A. River Front Bike Path	8/1/2021	(818)756-9294		3233.99	Landscape Maintenance
L.A. Southeast Police Station	8/1/2021	(818)756-9294		2482.83	Landscape Maintenance
L.A.-George Wolfberg ParkC3821	3/1/2024	(213)847-0567	Rick Fisher	5,662	Landscape Maintenance
LA County Public Works HQ79261	6/1/2022	(626)458-7393		23,865	Landscape Maintenance
LACO Belvedere Area Parks79172	10/1/2021	(626)369-1910		33880	Landscape Maintenance
LACO ELA Area Zones-C79455	9/1/2023	(661) 568]8582	Danny Medina	18,835	Landscape Maintenance
LACO Foothill Area Parks-79173	12/1/2021	(626)588-5259		30,981	Landscape Maintenance

LACO Montrose/Altadena C79088	9/1/2020 (562)861-0316		20266.2	Landscape Maintenance
LACO Santa Clarita Area Parks	11/1/2022 (818)362-7407		7,790	Landscape Maintenance
LACO-Medians Compton-C79089	9/1/2020 (562)861-0316		24585.69	Landscape Maintenance
Laguna Beach USD-2023-2	7/1/2023 RyanZajda	949-497-7700	25,049	Landscape Maintenance
Moreno Valley Detention Basins	1/1/2021 (951)413-3073		3730	Landscape Maintenance
Rancho Cucamonga LMD2-2022-070	7/1/2022 (909) 477-2730		97,313	Landscape Maintenance
Rancho Mirage Housing Auth.	11/1/2020 (760)324-4511		21937.16	Landscape Maintenance
RICO Facilities FON-FMARC-298	6/1/2022 951 204 976		21,845	Landscape Maintenance
RIVCO Facilities DB-FMARC00245	8/1/2023 (951)955-7989	Misty Alderaan	39,396	Landscape Maintenance
Riverside County Sheriff Facil	7/1/2023 951 955 0775	Etienne Brodeu	6,676	Landscape Maintenance
Riverside County Sheriffs-FON	8/10/2020 (951)212-2655		2964	Landscape Maintenance
SBCO Regional Parks 22-271	6/1/2022 (909)387-2757		41,024	Landscape Maintenance
SOCWA-Coastal Treatment Plant	9/1/2021 (949)234-5417		5253.64	Landscape Maintenance
Town of Yucca Valley	1/1/2023 (760)369-6579		9,133	Landscape Maintenance
Ventura Community College	9/1/2023		2,955	Landscape Maintenance
West Valley Water District	7/1/2023 9099 875 1804	Al Arobles	7,446	Landscape Maintenance

REQUIRED FORMS – EXHIBIT 8

LIST OF REFERENCES

Proposer's Name:

Proposer's List of References will be used for evaluation purposes and to validate Proposer meets the Minimum Mandatory Requirements stated in the RFP. Proposer must provide at least five (5) references for the same or similar scope of services that is being requested.

Proposer may also provide five (5) alternate references in the event that a reference is non-responsive. Please note that **no more than ten (10)** references should be provided. It is the Proposer's responsibility to ensure accuracy of the information provided below.

REFERENCES	
REFERENCE 1	
AGENCY/DEPT:	City of Oceanside
SERVICE TYPE:	Landscape Maintenance Services
CONTRACT TERM:	2022- Current
CONTRACT AMT:	\$2,047,296.00
CONTACT:	Christopher Keiter
TELEPHONE:	(760) 435-5204
E-MAIL:	ckeiter@oceansideca.org
REFERENCE 2	
AGENCY/DEPT:	City of Tustin
SERVICE TYPE:	Landscape Maintenance Services
CONTRACT TERM:	2015 - Current
CONTRACT AMT:	\$2,048,246.00
CONTACT:	Christine Zepeda
TELEPHONE:	(714) 573-3147
E-MAIL:	czepeda@tustinca.org
:	
REFERENCE 3	
AGENCY/DEPT:	City of Rancho Cucamonga
SERVICE TYPE:	Landscape Maintenance Services
CONTRACT TERM:	1989 - Current
CONTRACT AMT:	\$1,602, 650.00
CONTACT:	Steve Relph
TELEPHONE:	(909) 774-2730 *4116
E-MAIL:	steve.relph@cityofrc.us

ALTERNATE REFERENCES	
ALTERNATE REFERENCE 1	
AGENCY/DEPT:	City of Arcadia
SERVICE TYPE:	Landscape Maintenance Services
CONTRACT TERM:	2013 - Current
CONTRACT AMT:	\$522,936.00
CONTACT:	Dave Thompson
TELEPHONE:	(626) 254-2709
E-MAIL:	dthompson@ArcadiaCA.gov
ALTERNATE REFERENCE 2	
AGENCY/DEPT:	City of Industry
SERVICE TYPE:	Landscape Maint., Weed and Rodent Control
CONTRACT TERM:	2021 - 2025
CONTRACT AMT:	\$1,910,000.00
CONTACT:	Chris Lum
TELEPHONE:	(562) 896-2260
E-MAIL:	clum@cnc-eng.com
ALTERNATE REFERENCE 3	
AGENCY/DEPT:	City of Irwindale
SERVICE TYPE:	Landscape Maintenance Services
CONTRACT TERM:	2020 - Current
CONTRACT AMT:	\$112,940.00
CONTACT:	Pedro Rodriguez
TELEPHONE:	(626) 848-4295
E-MAIL:	prodriguez@IrwindaleCA.gov

REQUIRED FORMS – EXHIBIT 9

CONTRIBUTION AND AGENT DECLARATION FORM

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act ([Government Code Section 84308](#)), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$250 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.

You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.

An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.

This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.

REQUIRED FORMS – EXHIBIT 9
CONTRIBUTION AND AGENT DECLARATION FORM

Complete each section below. State "none" if applicable.

A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name:

Mariposa Landscapes, Inc.

a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal: None

b) If applicable, variations and acronyms of Declarant Company's name used within the past 12 months: None

c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:

Terry Noriega

[IF A COMPANY, ANSWER QUESTIONS 2 - 3]

2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. "Controlled or directed" means shared ownership, 50% or greater ownership, or shared management and control between the entities.

a) Parent(s):

None

b) Subsidiaries:

None

c) Related Business Entities:

None

3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.

Terry Noriega

4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

None

REQUIRED FORMS – EXHIBIT 9

CONTRIBUTION AND AGENT DECLARATION FORM

- 5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

*(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

None

- 6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

N/A

B. CONTRIBUTIONS

- 1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

Date (contribution solicited, or directed)	Recipient Name (elected official)	Amount
None		

*Please attach an additional page, if necessary.

- 2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

Date (contribution made)	Name (of the contributor)	Recipient Name (elected official)	Amount
None			

*Please attach an additional page, if necessary.

REQUIRED FORMS – EXHIBIT 9
CONTRIBUTION AND AGENT DECLARATION FORM

C. **DECLARATION**

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)


There are 0 additional pages attached to this Contribution Declaration Form.

COMPANY BIDDERS OR APPLICANTS

I, Terry Noriega (Authorized Representative), on behalf of Mariposa Landscapes, Inc. (Declarant Company), at which I am employed as President (Title) attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.



Signature

9/16/2024

Date

REQUIRED FORMS – EXHIBIT 9
CONTRIBUTION AND AGENT DECLARATION FORM

INDIVIDUAL BIDDERS OR APPLICANTS

I, Terry Noriega, declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature



9/16/2024

Date

REQUIRED PRICE SCHEDULE

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

- The first column ("Cost Items") represents items of expense incurred by the Contractor in providing the service.
- The second column ("Annual Staffing Hours") should show the full-time annual staffing hours of landscape service workers, irrigation worker, arborist and "Other Personnel" such as proposed supervisors and contractor project manager, the Contractor will provide to the County. Please review the minimum staffing requirements outlined in Exhibit B.
- The next column ("Hourly Wage") should reflect actual hourly wages paid, which the County will use to determine whether the Proposal complies with the County Living Wage Program Annual Rates (RFP Paragraph 6.12 (Living Wage Program)).
- The next column ("Contractor's Annual Cost") should accurately reflect all cost items, including salaries, wages, benefits, supplies, equipment and other direct costs, as well as proportional amounts of overhead, profit and support staff costs that are included in the proposed annual price ("Annual Cost to County").
- The lower right box "Hourly Rate for Additional Services" will be used for adjustments to monthly compensation in those instances when a change in staffing levels, department events, or additional work has been authorized by the Director. The hourly rate must equal the ("Total Annual Cost to County") divided by the ("Total Annual Staffing Hours") for landscape maintenance workers.

COST ITEMS	ANNUAL STAFFING HOURS	HOURLY WAGE	CONTRACTOR'S ANNUAL COST
LANDSCAPE MAINTENANCE WORKERS	10,400	\$ 21.04	\$ 218,816.00
IRRIGATION WORKER	2,080	\$26.00	\$ 54,080.00
ARBORIST	48	\$ 40.00	\$ 1,920.00
OTHER PERSONNEL:			
• SUPERVISOR	2,080	\$ 30.00	\$ 62,400.00
• CONTRACTOR PROJECT MANAGER	90	\$ 50.38	\$ 4,533.78
HEALTH PLAN			\$ 65,303.28
OTHER BENEFITS, IF ANY			\$ 127,156.58
MATERIALS & SUPPLIES			\$ 37,814.73
OTHER EXPENSES & OVERHEAD			\$ 34,136.42
PROFIT			\$ 31,903.20
TOTAL (ANNUAL COST TO COUNTY)			\$ 638,064.00
HOURLY RATE FOR ADDITIONAL SERVICES		\$ 65.00	

Hourly wages included on this form must comply with the current Living Wage rate and the Total Annual Cost to the County should account for possible future Living Wage rate increases.

Proposer understands and acknowledges that the Living Wage hourly wage rate will adjust annually every January 1 based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim Area for the 12 months preceding July 1; and thus, Proposer must ensure that it is paying its employees the adjusted Living Wage rate of each year of the contract term and any optional contract term, if exercised.

Proposer's Qualifications (Business, References and Financial Summary)

The following must be included:

A. BACKGROUND and EXPERIENCE. Provide a summary description of your relevant background information demonstrating the Proposer's ability to meet the requirements stated in the RFP, Paragraph 4.0 Minimum Mandatory Qualifications and perform the required services as a corporation or other entity and a summary of Proposer's experience and how it is specifically related to the landscape maintenance services requested in this RFP.

➤ **LICENSES**

Please attach copies of the following licenses:

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

➤ **NUMBER OF FULL-TIME EMPLOYEES EMPLOYED BY YOUR FIRM:** 800

➤ **INCLUDE AN ORGANIZATIONAL CHART OR DESCRIPTION OF THE ORGANIZATION OF YOUR FIRM**

➤ **NARRATIVE OF PROPOSER'S BACKGROUND AND EXPERIENCE**

➤ **LOCATION OF MAIN OFFICE AND LOCAL OFFICE:** *Please refer to list of office locations attached

➤ **EVIDENCE OF INSURABILITY:** Attach a letter of commitment, a binder of certificate of current insurance coverage meeting the limits and other requirements of Section 8.25 of Appendix A, Contract.

➤ **FINANCIAL CAPABILITY:** Provide copies of the company's most current and prior two (2) fiscal years (for example 2022 and 2023) financial statements. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement.

B. PROPOSER'S REFERENCES

Provide a listing of all contracts performed within the last five years, including County and other governmental entities. Failure to document the years of experience as required in accordance with the Minimum Mandatory Requirements stated in RFP, Paragraph 4.0, may be grounds for disqualification. County reserves the right to contact any reference of Proposer, listed or not listed.

Start of Contract	End of Contract	Name of Firm	Address of Firm	Contact Person	Contact's Phone No.	Contact's Email Address
2015	Current	City of Tustin	300 Centennial Way, Tustin, CA 92780	Christine Zepeda	(714) 573-3147	czepeda@tustinca.org
2022	Current	City of Oceanside	300 N. Coast Hwy, Oceanside, CA 92054	Christopher Keiter	(760) 435-5204	ckeiter@oceansideca.org
1989	Current	City of Rancho Cucamonga	9153 9th St., Rancho Cucamonga, CA 91730	Steve Relph	(909) 774-2730 *4116	steve.relph@cityofrc.us
2013	Current	City of Arcadia	11800 Goldring Ave. Arcadia, CA 91006	Dave Thompson	(626) 254-2709	dthompson@ArcadiaCA.gov
2020	Current	City of Irwindale	5050 N. Irwindale Ave., Irwindale, CA 91706	Pedro Rodriguez	(626) 848-4295	prodriguez@IrwindaleCA.gov

Attach additional pages if needed.

Signature: 

Title: President

Date: 9/18/2024

Description	Estimated_Start_Date	CustomerPhone	Contact	Monthly	Type of Services
Carlsbad Water Facilities-CMWD	3/1/2023	(442) 339-2795	Janean Hawney	4,897	Landscape Maintenance
CDCR 233 N. Second Covina	12/1/2023	(562)631-1153	Sean Buckley	1,026	Landscape Maintenance
City of Artesia	10/1/2020	(562)865-6262		8903	Landscape Maintenance
City of Azusa 22-25	7/1/2022	626 812 0321		37,725	Landscape Maintenance
City of Baldwin Park	2/16/2021	(626)960-3993		8749.99	Landscape Maintenance
City of Banning RFP #23-061	7/1/2024	(951)392-7274	Ruben Macias	6,518	Landscape Maintenance
City of Banning-C00763	8/15/2022	(951)922-3130	Arturo Vela	11,408	Landscape Maintenance
City of Banning-City Parks	4/1/2021	(951)922-3129	Purchasing	10589.97	Landscape Maintenance
City of Brea	1/1/2021	(714)990-7694		8190.08	Landscape Maintenance
City of Carson -C23-172	8/14/2023	(310)847-3520	Freddy Loza	24,036	Landscape Maintenance
City of Chino Hills-North Area	1/1/2023	(909) 363]2600	Luther Martin	157,447	Landscape Maintenance
City of Corona Cajalco & I-15	7/1/2023	(951)817-5880	Tracy Martin	10,118	Landscape Maintenance
City of Corona-Area 2 Z-10 FWY	11/1/2021	951 736 2266		3,145	Landscape Maintenance
City of Duarte FY 23-24	10/1/2023	(626)357-7931	Gerard Batista	46,719	Landscape Maintenance
City of Fontana Area 2	1/1/2020	(909)350-6704		5290	Landscape Maintenance
City of Fontana Area 3	1/1/2020	(909)428-8811		112600.17	Landscape Maintenance
City of Fontana Area 4	12/12/2022	909 350 6696	Dan West	160,387	Landscape Maintenance
City of Gardena	7/1/2022	301-217-9567		8,864	Landscape Maintenance
City of Glendora-PO23000177	7/1/2022	(626) 852-4871		77,823	Landscape Maintenance
City of Indian Wells FAMD #1	8/26/2024	(760)346-1161	Scott Matas	3,112	Landscape Maintenance
City of Irwindale	5/1/2020	(626)4302200		9606.54	Landscape Maintenance
City of La Habra Heights	2/12/2021	(562)694-6302		4661.5	Landscape Maintenance
City of Lawndale 22-25	7/1/2022	(310)973-3273		34,757	Landscape Maintenance
City of Monterey Park-Water S	11/1/2022	(626)307-1281	George Noriega	4,331	Landscape Maintenance
City of Moreno Valley-North	7/1/2023	(951)202-0883	Danny Cover	13,953	Landscape Maintenance
City of Oceanside-22-D0314-1	7/1/2022	(760)435-5208		107,171	Landscape Maintenance
City of Oceanside-23-D0153-1	5/1/2023	(760)435-5208	Mark Garlock	6,477	Landscape Maintenance
City of Oxnard A-8483	9/19/2022	(805)385-7803		28,672	Landscape Maintenance
City of Oxnard LMD and MAD	1/1/2024	(805)200-5334	Antony Miller	62,415	Landscape Maintenance
City of Oxnard Median-Region 2	8/1/2021	(805)385-7803		74318.36	Landscape Maintenance
City of Oxnard Parks-Region 1	7/1/2021	(805)385-7803		12268.23	Landscape Maintenance
City of Oxnard Parks-Region 2	7/1/2021	(805)385-7803		11093.58	Landscape Maintenance
City of Oxnard Parks-Region 3	7/1/2021	(805)385-7803		25819.75	Landscape Maintenance

City of Oxnard Parks-Region 4	7/1/2021	(805)385-7803		14286.45	Landscape Maintenance
City of Oxnard PW24-26 CFD	1/1/2024	(805)200-5334	Anthony Miller	18,664	Landscape Maintenance
City of Palm Desert Area No. 9	7/1/2020	(760)346-0611	(760)341-7098	29786.2	Landscape Maintenance
City of Palm Desert-Area1	11/1/2021	(760)346-0611		41,125	Landscape Maintenance
City of Palm Springs-24B099	7/1/2024	(760)323-8167	Kenneth Kershaw	74,639	Landscape Maintenance
City of Rancho Cucamonga LMD4R	7/1/2020	(909)477-2730		31422.52	Landscape Maintenance
City of Redland Sports Field	7/1/2022	(909) 798-7508	Shawn McIntosh	27,645	Landscape Maintenance
City of Riverside Facilities	7/1/2023	(951)965-2666	Darren Ramsey	17,728	Landscape Maintenance
City of Riverside-Victoria Ave	7/1/2022	(951) 351-6313		32,628	Landscape Maintenance
City of Santa Ana-District 2	2/1/2024	(714)719-5199	Jorge Acevedo	106,251	Landscape Maintenance
City of Santa Ana-District 3	2/1/2024	(714)719-5199	Jorge Acevedo	109,341	Landscape Maintenance
City of Signal Hill FY22-23	10/1/2022	(562)989-4361		41,765	Landscape Maintenance
City of Victorville-CC24-055	7/1/2024	(760)243-1980	Ed Sohm	9,550	Landscape Maintenance
County of Orange OCCR-OC Parks	10/8/2022	(855)886-5400		101,695	Landscape Maintenance
CSUSB-Palm Desert	7/1/2021	(909)537-5144	Dusty Rushia	6613.61	Landscape Maintenance
Cucamonga Valley Water Dist-C	9/1/2021	(909)248-3279		5537.54	Landscape Maintenance
Desert Hot Springs-Zone 2	7/1/2023	760 329 6411	Daniel Porras	12,897	Landscape Maintenance
Desert Hot Springs-Zone 4	7/1/2023	Daniel Porras	(760)329-6411	7,404	Landscape Maintenance
Desert Shores Soccer Park Ph 1	6/17/2024	(761) 890-8696	Emmanuel Ramos	3,936	Landscape Maintenance
Fontana Housing Authority	9/1/2021	(909)350-6786		319.4	Landscape Maintenance
Harding Park-Santa Paula	2/18/2020	(805)933-4226		5160.58	Landscape Maintenance
Housing Authority of SBCO	5/1/2024	(909) 890-0644		9,463	Landscape Maintenance
IEHP - Fontana RFP #23-04867	3/1/2024	(909)727-5396	Charlene McNair	35,804	Landscape Maintenance
Indio Water Authority	7/1/2020	760-625-1812		5681.28	Landscape Maintenance
Industry Business Center Slope	7/1/2021	(626)333-2211		195805.39	Landscape Maintenance
Jurupa Area Recreation & Park	12/1/2022	951 306 2326	Lorena Coulter	4,809	Landscape Maintenance
L.A. 77th Police Station	9/1/2021	(213)258-7761		1206	Landscape Maintenance
L.A. Newton Police Station	9/1/2021	(213)258-7761		1206	Landscape Maintenance
L.A. Public Library-CN 818	4/1/2022	(213)228-7580		4,976	Landscape Maintenance
L.A. Public Library-Hollywood	10/1/2023	(213)228-7580	Alexander Tagle	5,841	Landscape Maintenance
L.A. Public Library-Western A	3/1/2020	(213)228-7580		4929.02	Landscape Maintenance
L.A. River Front Bike Path	8/1/2021	(818)756-9294		3233.99	Landscape Maintenance
L.A. Southeast Police Station	8/1/2021	(818)756-9294		2482.83	Landscape Maintenance
L.A.-George Wolfberg ParkC3821	3/1/2024	(213)847-0567	Rick Fisher	5,662	Landscape Maintenance
LA County Public Works HQ79261	6/1/2022	(626)458-7393		23,865	Landscape Maintenance
LACO Belvedere Area Parks79172	10/1/2021	(626)369-1910		33880	Landscape Maintenance
LACO ELA Area Zones-C79455	9/1/2023	(661) 568]8582	Danny Medina	18,835	Landscape Maintenance
LACO Foothill Area Parks-79173	12/1/2021	(626)588-5259		30,981	Landscape Maintenance

LACO Montrose/Altadena C79088	9/1/2020	(562)861-0316		20266.2	Landscape Maintenance
LACO Santa Clarita Area Parks	11/1/2022	(818)362-7407		7,790	Landscape Maintenance
LACO-Medians Compton-C79089	9/1/2020	(562)861-0316		24585.69	Landscape Maintenance
Laguna Beach USD-2023-2	7/1/2023	RyanZajda	949-497-7700	25,049	Landscape Maintenance
Moreno Valley Detention Basins	1/1/2021	(951)413-3073		3730	Landscape Maintenance
Rancho Cucamonga LMD2-2022-070	7/1/2022	(909) 477-2730		97,313	Landscape Maintenance
Rancho Mirage Housing Auth.	11/1/2020	(760)324-4511		21937.16	Landscape Maintenance
RICO Facilities FON-FMARC-298	6/1/2022	951 204 976		21,845	Landscape Maintenance
RIVCO Facilities DB-FMARC00245	8/1/2023	(951)955-7989	Misty Alderaan	39,396	Landscape Maintenance
Riverside County Sheriff Facil	7/1/2023	951 955 0775	Etienne Brodeu	6,676	Landscape Maintenance
Riverside County Sheriffs-FON	8/10/2020	(951)212-2655		2964	Landscape Maintenance
SBCO Regional Parks 22-271	6/1/2022	(909)387-2757		41,024	Landscape Maintenance
SOCWA-Coastal Treatment Plant	9/1/2021	(949)234-5417		5253.64	Landscape Maintenance
Town of Yucca Valley	1/1/2023	(760)369-6579		9,133	Landscape Maintenance
Ventura Community College	9/1/2023			2,955	Landscape Maintenance
West Valley Water District	7/1/2023	9099 875 1804	Al Arobles	7,446	Landscape Maintenance

8.5.4.11 Exhibit 14 - Proposers Qualifications

Mariposa is a landscape contractor working in both Southern California and Arizona. With our dedicated staff of professionals, we have developed a long history of excellence performing work on hundreds of landscape construction, maintenance, and tree care projects.

Mariposa Landscapes, Inc. employs over 800 full-time individuals including Pest Control Advisors, Certified Irrigators, Certified Landscape Technicians, Certified Applicators and Certified Arborists.

The following information will provide further details related to our qualifications to perform the required work for the County of Los Angeles.

A. Proposers Background and Experience

In 1977, Terry Noriega established Mariposa Landscapes in Rosemead, California, by providing landscape maintenance and installation for custom residential and small commercial clients. After five years, he created the Public Works Maintenance Division, in 1984 the Public Works Construction Division was added, and in 1987, a Tree Care Division was formed.

Mariposa has continuously provided landscape maintenance services to public entities, as a prime provider, for the last 42 years. We have been servicing the various department in County of Los Angeles for the past few decades.

Mariposa Landscapes reincorporated in 1989 as Mariposa Horticultural Enterprises, Inc. In 2009, the company changed their business name back to Mariposa Landscapes, Inc. Ownership has remained the same since the beginning. The company currently has a workforce of over 800 in California and Arizona combined.

Company Profile

President: Terry Noriega

California Corporation: C1469653

California Employer ID: 368-4753-1

Date Incorporated: October 2, 1989

Licenses & Certificates

<i>Contractors State License:</i>	592268	C27, A, C61/D49
<i>Qualified Applicators License:</i>	103864	ABCDEFH
<i>Pest Control Adviser License:</i>	74416	ABCDEG
<i>Pest Control Business License:</i>	30977	
<i>Irwindale Business License:</i>	000538	
<i>Supplier Clearinghouse MBE:</i>	94HS0050	
<i>City of Los Angeles MBE:</i>	561730	
<i>City of Los Angeles LBE:</i>	37858	
<i>LA County MBE:</i>	43914	
<i>LA Co. Agricultural Pest Control</i>	1000279	
<i>Certified Arborist:</i>	WE-1182A	



Minority Business Enterprise

MBE Certification, File No. CCA-7150 for the City of Los Angeles, The Women and Minority Business Enterprise Clearing house has audited and verified our eligibility as an MBE pursuant to the California Public Utilities Commission General Order 156.

Financial Resources

Mariposa has been capable of meeting all financial obligations for over 40 years. A strong balance sheet supports \$100 Million bonding capacity.

Green Waste Processing Capability

Mariposa Landscapes, Inc. has a recycling program for green waste and paper products. We implement this program at our local offices and at all job sites. Mariposa currently uses hybrid vehicles and electric equipment where required. Mariposa notifies all project managers of the green initiatives prior to the award of contract.

Minimum Number of Service Years

Mariposa Landscapes, Inc. has been in business for over 45 Years focusing on bringing quality maintenance work. Since then, we have been providing professional service to numerous municipalities with similar scope of work stated in Exhibit A, such as Turf care, Planter's detail, Litter/ trash control, Reporting, tree care, etc.

In addition, we have been, and are still providing maintenance service, with identical scope of work stated in Section 4 (Minimum Mandatory Requirement), for the County of Los Angeles for the past 35 Years.

Mariposa is confident to state that we have met the County of Los Angeles qualifications to have a minimum of 5 years' experience in similar work within the past 10 years.



Copy of required licenses and documents

C-27 Landscape Contractor's License (Expire: 4/30/2026)



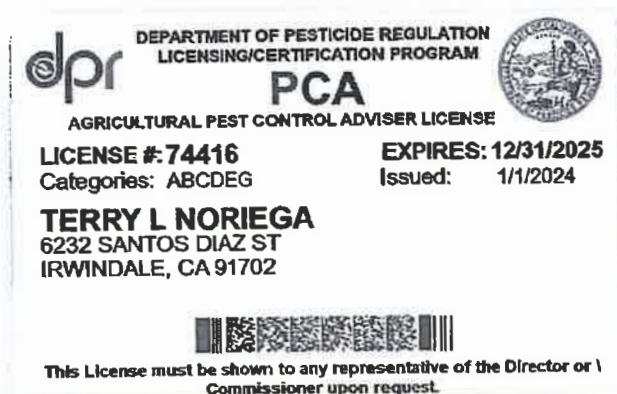
Los Angeles Agricultural Commission's Proof of Registration (Expire: 12/31/2024)



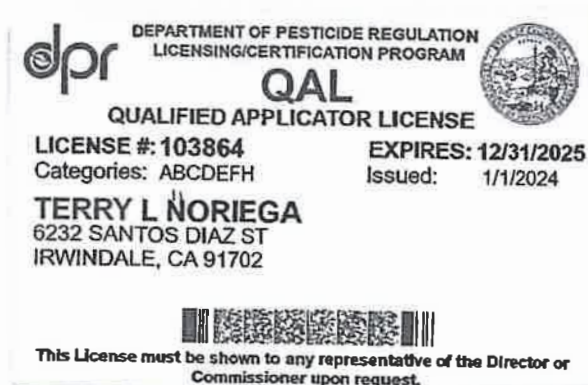
Agricultural Pest Control Business License (Expire: 12/31/2025)



In-House Pest Control Business License (Expire: 12/31/2025)



Example of dozens Qualified Applicator's License within the company (Expire: 12/31/2025)



MAINTENANCE

Focused on the details



Norton Simon Museum

“ It is evident that **customer service** is your company’s number one goal

The crews at the site are **courteous, conscientious and do great work”**

-CITY OF BURBANK

The investment we make in thoroughly training our employees translates to work that makes your property – and you – look good.



CONSTRUCTION

Our performance backs our promises



SCE – GATEWAY BUSINESS CENTER

“ Mariposa’s staff provided accurate Information in a professional and timely manner, and provided the necessary technical expertise required to complete both of our projects.”

-CITY OF ARCADIA

TREE CARE

Protecting your valuable investment

Trees require professional care to stay healthy and safe.

We offer annual tree care programs, customized to your trees, property, and budget.



WATER CONSERVATION

Our performance backs our promises



“Thank you for helping us **get through the drought**. Your staff worked hard to meet our **water reduction goals** while keeping our sites **aesthetically pleasing**.”

-CITY OF GLENDALE

Maintain an attractive landscape with less water. Our Certified technicians can evaluate your irrigation and provide practical recommendations.

We offer weather-driven irrigation controllers and drought-tolerant landscape conversions. Our computerized tracking system allow us to quickly diagnose and fix problems, saving you water and money.

DESIGN IMPLEMENTATION

Bringing your vision to life

We partner with you to achieve a common goal success.

From simple to complex projects, we coordinate our vast array of services to create the project you envision.

Award-winning craftsmanship, in depth knowledge and high standards of professionalism are applied to every level of work.

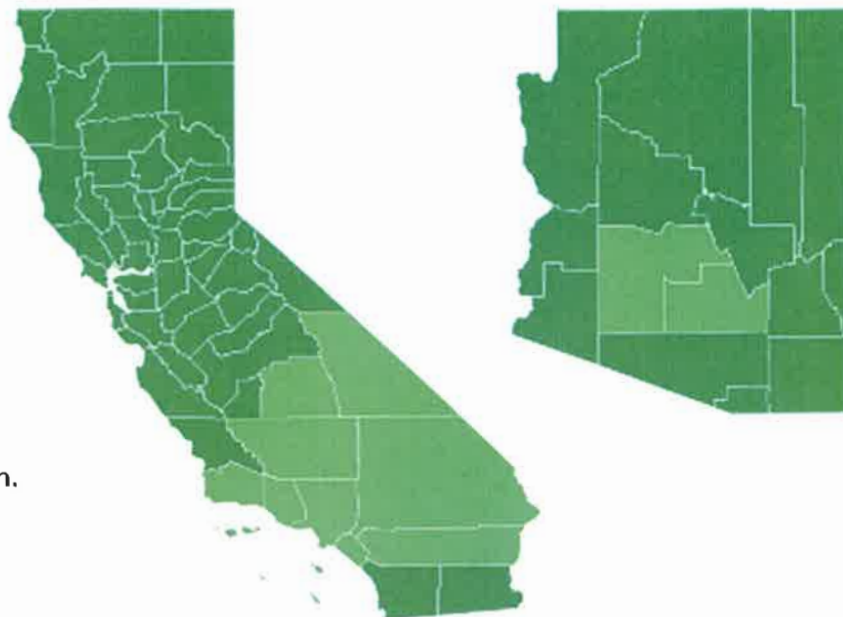


Our Core Values – Safety • Teamwork • Quality • Integrity

Office Locations

Corporate Headquarters
6232 Santos Diaz Street

Irwindale, CA 91702
Phone 626 960-0196
Fax 626 960-8477



*Areas of operation highlighted in light green.

<p>Los Angeles County 15529 Arrow Highway Irwindale, CA 91706 Phone 626 960-0397 Fax 626 960-3809</p>	<p>Orange County 1107 E. Walnut St Santa Ana, CA 92701 Phone 626 960-0196 Fax 626 960-8477</p>	<p>San Bernardino County 11093 Almond Avenue Fontana, CA 92335 Phone 909 429-2546 Fax 909 429-2749</p>
<p>Riverside County 13333 S. Central Ave Chino, CA 91710 Phone 626 960-0196 Fax 626 960-8477</p>	<p>L.A. – South Bay 1650 W 130th St Gardena, CA 90248 Phone 626 960-0196 Fax 626 960-8477</p>	<p>North L.A. & Ventura 4790 E. Los Angeles Ave. Somis, CA 93066 Phone (800) 794-9458 Fax 805-386-4140</p>
<p>Palm Springs 78355 Darby Rd Bermuda Dunes, CA 92203 Phone 626 960-0196 Fax 626 960-8477</p>	<p>San Diego County 1833 Oceanside Blvd. Oceanside, CA 92054 Phone 626 960-0196 Fax 626 960-8477</p>	<p>Arizona 7677 N. 67th Avenue Glendale, AZ 85301 Phone 623 463-2200 Fax 623 463-2223</p>



Organization Memberships & Staff Certifications

We are dedicated to having the best-trained workforce in the industry. As members of the California Landscape Contractors Association, we participate in the training programs offered by this industry organization. The CLCA originally created a rigorous “hands-on” test administered under actual field conditions. With only a 20% first time pass rate, only the best workers are able to obtain the designation of CLT or Certified Landscape Technician. Many of the managers and supervisors in our company have the CLT designation. No other contractor of our size and diversity in Southern California has achieved this many certifications.

Organizations, current and past memberships:

- CACM (California Association of Community Managers)
- CAI Orange County (Community Association Institute)
- CAI Los Angeles (Community Associations Institute)
- CAI Greater Inland Empire (Community Association Institute)
- CAI Coachella Valley (Community Association Institute)
- ASA (American Subcontractors Association)
- BOMA IE (Building Owners and Managers Association)
- CLCA (California Landscape Contractors Association)
- ISA (International Society of Arboriculture)
- CAPCA (California Association of Pest Control Advisors)



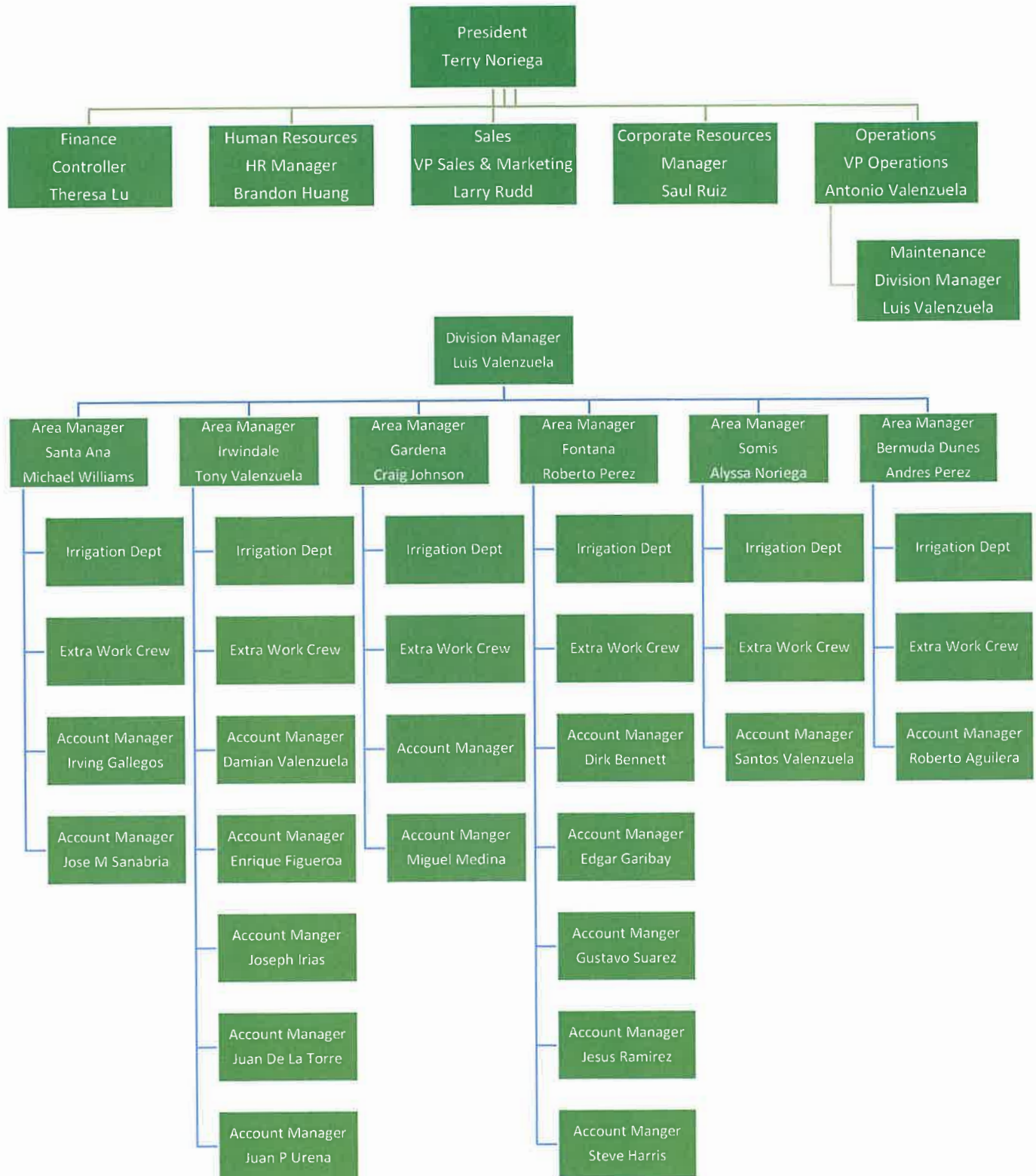
Licensing and Certifications

- California Contractor License 592268 C27, A, D49/C61, C31
- Certified Arborists on staff
- Certified Tree Workers on staff
- Tree Work – Line Clearance Certified
- Tree Work – Line Clearance Certified Instructor
- Certified Playground Equipment Inspectors
- Certified Water Auditor
- Certified Backflow Inspectors
- Licensed Pest Control Company/Pest Control Advisor
- Certified Pest Control Applicators on staff



Corporate Organization & Experience

Management Organizational Chart



Management Staff Experience

Terry Noriega – President

- 47+ years of experience in landscape installation and maintenance
- B.S. in Ornamental Horticulture: California State Polytechnic University, Pomona
- California Contractors Licenses: C-27, A, C61/D49 and C-31
- Pest Control Advisor in 6 Categories
- Qualified Pest Control Applicator in 7 Categories
- **Certified Landscape Technician** in Ornamental and Turf Maintenance
- ISA Certified Arborist WE-1182A
- Arizona Contractor's License: ROC178088 K-21
- Arizona Qualifying Party License: 8263
- Arizona Pest Control Business License: 8246



Antonio Valenzuela – VP Operations

- Over 31 years of experience in landscape maintenance and irrigation troubleshooting
- Pest Control Qualified Applicator in 3 Categories
- **Certified Landscape Technician** in Ornamental and Turf Maintenance
- Certified Landscape Professional
- Backflow Certification in Los Angeles County
- Landscape Water Auditor: Cal Poly SLO
- Past affiliation – Certified Playground Inspector



Larry Rudd – V.P. of Sales and Marketing

- 46 years in landscape installation and maintenance
- B.S. in Business Management, University of Phoenix
- **Certified Landscape Technician: All Categories**
- WaterSense Certified
- Arizona Certified Landscape Professional
- American Green Zone Alliance – Electric Equipment
- CPR Safety Trained
- Associate instructor Cal Poly Pomona, Cal State Fullerton



Dennis Jones – Tree Care Regional Division Manager

- Over 21 years of experience in Arbor Care
- BS Degree in Urban Forestry, Cal Poly San Luis Obispo
- International Society of Arboriculture Certified Arborist WE-5700A
- ISA Qualified Tree Risk Assessment
- TCIA Certified Tree Safety Professional 843
- Qualified Applicator License – 108771, Categories B, C & F
- Wildlife Protector Certification
- Notary Public



Luis Valenzuela – Landscape Maintenance Division Manager

- Over 26 years of experience in landscape and construction operations
- Qualified Applicator License, Category B
- **Certified Landscape Technician**, Irrigation
- ISA Certified Arborist WE-8713A
- Certification – Effective Business Leadership & Development – PDC/GCC



Alyssa Noriega – Area Manager

- Over 5 years of experience in the landscape industry
- B.S. Degree in Business Administration: double concentration in Marketing and Management, University of La Verne
- AS Degree in Integrated Pest Management, Mt. San Antonio College
- Certified Qualified Water Efficient Landscaper
- Certified Level 1 – WeatherTrak Basic Systems Training
- Pest Control Advisor – In progress



Michael Williams – Area Manager

- Over 46 years of experience in landscape management, irrigation design and retrofit, maintenance and arbor care.
- BS in Ornamental Horticulture, Cal Poly San Luis Obispo
- CPR Safety Trained
- Qualified Applicator License 133955
- Reclaimed water site supervisor certified



Roberto Perez – Area Manager

- Over 26 years of experience in landscape maintenance
- Graduate of the Pacific Southwest Maintenance Management School
- MSAC Irrigation Design and Plant ID Certificate
- Leadership Academy Certificate, Cal Poly Pomona
- Calsense 3000 Certified
- Qualified Applicator License – In Process
- Cal State Fullerton Water Auditor – In Process



Tony Valenzuela – Area Manager – Irrigation Trainer

- Over 14 years of experience in landscape management
- Harvard Management Essentials Certified – Harvard Business School
- Qualified Applicator Certificate, Category B, C
- Pesticide IPM and Safety Schools Act trained
- **Certified Landscape Technician**, Exterior Maintenance
- Certified Landscape Manager, Exterior Maintenance
- EPA WaterSense – Qualified Water Efficient Landscape
- SDCWA San Diego – Recycled Water Site Supervisor Certified
- Irvine Ranch Water District Water Management Certified
- CIRT – Certified Irrigation Water Auditor
- CIRT – Certified Irrigation Installer
- CIRT – Certified Irrigation Repair Technician
- Certified in Basic WeatherTRAK System Introduction
- Certified in OptiFlow Installation and Programming
- Certificate in completion in WeatherTRAK Communication Training
- Certified in OptiFlow training – Level 2 OptiFlow Site Assessment
- Past affiliation – Certified Playground Inspector



Craig Johnson – Area Manager – Irrigation Trainer

- Over 42 years of experience in HOA/Commercial landscape maintenance and construction
- Extensive knowledge in maintenance and construction safety
- Cal Poly Pomona – Ornamental Horticulture
- Certified Irrigator
- CPR Safety Trained
- Certified OSHA 8 & 10
- Certified in Basic WeatherTRAK System Introduction
- Certified in OptiFlow Installation and Programming
- Certificate in completion in WeatherTRAK Communication Training
- Certified in OptiFlow training – Level 2 OptiFlow Site Assessment



Andres Perez – Bermuda Dunes Account Manager

- Over 25 years of experience in the landscape industry
- Qualified Applicator License, Category B
- **Certified Landscape Technician**, Irrigation
- Certificate – Irrigation Design
- Certificate – Irrigation Troubleshooting
- CVAG Overseeding Certificate



Irving Gallegos – Santa Ana Account Manager

- 16 years of experience in the landscape industry
- AA Degree in Business Management, Saddleback College
- Horticulture and Landscape Design Certificate, Saddleback College
- Qualified Applicator License, Category B
- California Friendly Landscape Training Program
- Safe Working Zone Training
- CPR Safety Trained
- Forklift Operator Certification
- Certified in QWEL
- Certified in CLCA Water Management
- Certified Recycled Water Site Supervisor



Jose Sanabria – Santa Ana Account Manager

- Over 20 years of experience in the landscape industry
- Qualified Applicator License, Category B
- Landscape Industry Certified Technician



Juan De La Torre – Irwindale Account Manager

- Over 25 years of experience in the landscape industry
- Qualified Applicator License, Category B
- **Certified Landscape Technician**, Irrigation
- Pest Control Dealer Designated Agent
- Irrigation Certificate – Rainbird



Jesus Ramirez – Fontana Account Manager

- Over 25 years of experience in the landscape industry
- Qualified Applicator License, Category B
- **Certified Landscape Technician**, Ornamental and Turf Maintenance
- Certificate – Irrigation Design
- Certificate – Irrigation Troubleshooting
- CVAG Overseeding Certificate



Enrique Figueroa – Irwindale Account Manager

- 27 years of experience in the landscape industry
- Qualified Applicator License, Category B, C
- **Certified Landscape Technician**, Ornamental and Turf Maintenance
- OSHA Construction Safety and Health Certified



Dirk Bennett – Fontana Account Manager

- Over 10 years of experience in the Residential/HOA landscape maintenance and construction
- Qualified Applicator License, Category B
- 10 years of Herbicide/Pesticide application experience
- 3 years of experience in large scale commercial landscape maintenance and operations



Miguel Medina – Gardena Account Manager

- Over 12 years of experience in the landscape industry
- Business Essentials Certificate – Harvard Business Online
- **Certified Landscape Technician**, Ornamental Horticulture
- Qualified Applicator License – in progress



Edgar Garibay – Fontana Account Manager

- Over 15 years of experience in landscape maintenance
- Qualified Applicator License – in progress
- OSHA 30 Certified



Roberto Aguilera – Bermuda Dunes Account Manager

- 13 years' experience in the Landscape Maintenance
- Internal Company Certification Landscape Irrigation Troubleshooting
- Certificate – Coachella Valley Water Management Seminar
- Certificate of completion on Reclaim Water Management
- 5 years' experience using Calsense and Rain Bird
- Certified Landscape Technician: Ornamental Maintenance



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Brief Description of Organizational Structure

For this project, we will be assigning our Gardena Branch office to provide the landscape maintenance service.

A Branch Manager will ensure that Mariposa is providing the best quality job for our clients.

Each maintenance project that Mariposa provides service with will be assigned to an account manager.

The Account Managers is the main point of contact for our client's representative.

Mariposa has employed over 800 full-time people, with numerous positions for our employee's career path.

For this project, there will be 1 full time irrigation technician, 1 field supervisor, 1 foreperson, 1 lead person, and 4 laborers.



Employee Training – CLT (Certified Landscape Technician)

The Certified Landscape Technician Test is one of the most rigorous and difficult tests to pass in any industry. It's a hands-on, timed field test that involves multiple disciplines and skills required in landscape work. There are three certifications that can be obtained from this test: Certified Landscape Technician of Landscape, Maintenance and Irrigation. Each category has specific test modules, however there is a core of 13 modules that every category applicant must pass. And passing isn't easy, with an 8% to 10% first time pass rate this is an extremely difficult test. Fortunately, applicants are allowed to retake portions of the test they didn't pass on the first try. This brings up the passing rate to 20%. Many people try to take this test and give up because it's so demanding. Following is a brief description of the test stations; each test is timed and monitored by a strict and experienced judge. Tests take place once every six months:

Core Elements

Every applicant must take these 13 elements of the test.

- 1.02 - First Aid and Safety
- 1.03 - Plan Reading
- 1.05 - Plant Identification
- 1.06 - Sod Installation
- 1.07 - Work Orders and Reports
- 1.08 - Program Controller
- 1.09 - Irrigation Identification
- 1.10 - Lateral Repair and Head Adjustment
- 1.11 - Truck & Trailer
- 1.12 - Tree Planting and Staking/Guying
- 1.14 - Chainsaw

Landscape Maintenance Specific Test Items

All of these test modules must be passed by those who hold the CLT-Maintenance designation.

- 3.01 - Written General Comprehension
- 3.02 - Pruning
- 3.03 - 21" Mower
- 3.04 - Intermediate Walk-Behind Mower
- 3.05 - Aerator
- 3.06 - Edger & Trimmer
- 3.07 - Riding Mower
- 3.08 - Pesticides
- 3.09 - Fertilizer
- 3.10 - Power Blower

Irrigation Specific Test Items

All of these test modules must be passed by those who hold the CLT-Irrigation designation.

- 4.01 - Irrigation General Comprehension
- 4.02 - Irrigation Plan Reading
- 4.03 - Lateral Installation
- 4.04 - Mainline Installation
- 4.05 - Valve Repair
- 4.06 - Valve Wiring
- 4.07 - Pipe Installation Equipment (Riding Trencher)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/19/2024

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 have ADDITIONAL INSURED provisions or 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 Venbrook Insurance Services 6320 Canoga Avenue, 12th Floor Woodland Hills, CA 91367 www.venbrook.com CA Lic No. 0D80832		CONTACT NAME: Windy West PHONE (A.C. No. Exp): 818-598-8941 FAX (A.C. No.): E-MAIL ADDRESS: WWest@venbrook.com	
INSURED Mariposa Landscapes, Inc. 6232 Santos Diaz St. Inwindale CA 91702		INSURER(S) AFFORDING COVERAGE INSURER A: Alaska National Insurance Company NAIC # 38733 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES	CERTIFICATE NUMBER: 79145708	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 INSD RVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	24D WS 12057	4/1/2024	4/1/2025	<input checked="" type="checkbox"/> PER STATUTE <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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance

CERTIFICATE HOLDER Mariposa Landscapes, Inc. 15529 Arrow Highway Inwindale CA 91706	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 Windy West
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ACORD 25 (2016/03)

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79145708 | 24-25 WS | HL | Windy West | 3/19/2024 11:01:16 AM (UTC) | Page 1 of 1





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/05/2024

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 have ADDITIONAL INSURED provisions or 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 FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OMAHONNA, MN 55008	CONTACT NAME: CLIENT CONTACT CENTER	
	PHONE: (AAC, HQ, Ext): 888-333-4949	FAX: (AAC, HQ): 507-445-4664
	E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: FEDERATED SERVICE INSURANCE COMPANY	28304
INSURED MARIPOSA LANDSCAPES INC 6232 SANTOS DIAZ ST IRVINDALE, CA 91702-2967	1712355	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 0

REVISION NUMBER: 0

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.

TYPE	TYPE OF INSURANCE	ATA	NAIC	POLICY NUMBER	POLICY PERIOD	POLICY PERIOD	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	N	N	6089489	04/01/2024	04/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per Occurrence) \$100,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADULTERY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS & COMMODITY AGG \$2,000,000
	<input checked="" type="checkbox"/> AUT. AGGREGATE LIMIT APPLICABLE <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> OCC <input type="checkbox"/> LOC						
	<input type="checkbox"/> OTHER						
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	6089489	04/01/2024	04/01/2025	COVERED PER POLICY LIMIT \$1,000,000 BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	N	N	6089500	04/01/2024	04/01/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
	<input type="checkbox"/> COB <input type="checkbox"/> RETENTION						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER'S EXCLUSIVE OFFICE REMUNERATION EXCLUDED (As required in MN) If yes, describe operations below	YES	N/A				PER STATE <input type="checkbox"/> OTHER <input type="checkbox"/> EL EACH ACCIDENT EL DISEASE (All Employees) EL DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule may be attached if more space is required)
THIS COPY IS NOT TO BE REPRODUCED FOR ISSUANCE OF CERTIFICATES.

CERTIFICATE HOLDER

A CERTIFICATE HAS BEEN FILED WITH EACH OF YOUR CERTIFICATE HOLDERS.

CANCELLATION

00

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

John L. Lauer

ACORD 25 (2018/03)

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Our Core Values – Safety • Teamwork • Quality • Integrity

B. Proposers Financial Capability (Confidential)

The Financial information contained within this RFP is to be considered **confidential** and treated as such.

The required Financial Information can be found in Appendix A of our proposal. This section contains information which are trade secrets and/or whose disclosure would cause substantial injury to Mariposa Landscapes, Inc.'s competitive position. Mariposa Landscapes, Inc. requests that such data be used only for the evaluation of its proposal.



STAFFING AND WORK PLAN

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

Attach each person's resume.

Position	Name	Experience	Responsibility
Contractor's Project Manager	Craig Johnson	40 Years Experience	Mangement
Supervisor	Miguel Medina	12 Years Experience	Management
Arborist	Dennis Jones	21 Years Experience	Tree Risk Assessment/Reports
Other:			
Other:			

1b. PRINCIPAL OWNER(S) OF BIDDER'S ORGANIZATION Terry Noriega

1c. IDENTIFY PARTNERS/SUBCONTRACTORS

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

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

TITLE	NUMBER	RESPONSIBILITIES
Field Supervisor	1	Crew Supervision/ Routine Work
Foreperson	1	Routine Work
Lead Person	1	Routine Work
Laborer	1	Routine Work
Irrigation Tech.	1	Irrigation Work

Attach additional pages if necessary.

2. APPROACH TO CONTRACT REQUIREMENTS:

a. Approach to Operational Plan

- Proposer's operational plan, including scheduling of staff, transporting staff to the job sites and how staff will communicate with supervisors while working;
- Proposer's training provided to its staff, including orientation, use of chemicals and how contractor will comply with County's Integrated Pest Management Program, and Proposer's plan for safety usage of equipment;
- How Proposer will specifically ensure staffing needs are met for the delivery of duties as outlined in Exhibit B, Landscape Maintenance Service Tasks;
- Description of proposer's vehicles, supplies, uniforms, badges and materials and how they will be used to meet the Contract work requirements;
- Proposer's method to provide the Contract services, including staffing and handling emergency requests from the Department.

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

8.5.4.12 Exhibit 15 - Proposer's Staffing and Work Plan

It is our intention to fulfil this contract per the County of Los Angeles requirements as indicated in the proposal documents. We are confident that we have sufficient full-time staff to provide the required services as well as any additional work that may arise during the term of the contract.

Key personnel for this contract

Craig Johnson – Area Manager

- Over 42 years of experience in HOA/Commercial landscape maintenance and construction
- Extensive knowledge in maintenance and construction safety
- Cal Poly Pomona – Ornamental Horticulture
- Certified Irrigator
- CPR Safety Trained
- Certified OSHA 8 & 10
- Certified in Basic WeatherTRAK System Introduction
- Certified in OptiFlow Installation and Programming
- Certificate in completion in WeatherTRAK Communication Training
- Certified in OptiFlow training – Level 2 OptiFlow Site Assessment



Craig will be one of the point of contact with the County. As an Area Manager/ Branch Manager, Craig is responsible for customer's satisfaction and to provide quality work. His work includes quality control and inspecting job sites.

Miguel Medina – Gardena Account Manager

- Over 12 years of experience in the landscape industry
- Business Essentials Certificate – Harvard Business Online
- **Certified Landscape Technician**, Ornamental Horticulture
- Qualified Applicator License

As an Account Manager, Miguel is responsible for planning, supervising and inspection. Miguel will be tasked to provide daily, monthly, and yearly schedule and to ensure that our clients received the service that are proposed at the highest quality. He will be creating reports to be submitted for the county's review.



TBD - Field Supervisor

- At least 7 years of experience in landscape work.
- Trained in crew supervision/ management.
- A field supervisor is a working supervisor who will be on-site responsible for the crew management.

TBD – Foreperson



- At least 5 years of experience in landscape work

TBD – Irrigation Technician

- At least 5 years of experience in Irrigation service/ repairs/ replacements

TBD – Laborer/ Lead person (5)

- At least 1 year of experience in landscape work.

Maintenance Services Methodology

General Service Requirements

In this proposal, we are proposing the minimum mandatory man power and in addition to the account manager and branch manager who will be actively involved in the contract.

Our plan is to split the 7 person into several crew/ team.

3-person crew will be responsible for weekly mowing and all plan details and weed control

2-person crew is our sanitation crew and will be responsible for daily litter control, trash can liners, and amenities clean up.

1 person will be responsible for weed control and any additional task.

1 person will be responsible for the irrigation system, including checking, repairs, replacements, and reports.

1 person will be the field supervisor ensuring that all assigned tasks are completed within the time frame.

The following are some of the highlights of the task to be completed within the contract. The scope of work are not limited to these listed tasks.

Mowing

Frequency: weekly

Mowing operations shall take place in a workmanlike manner that ensure the turf is left with a smooth surface appearance without scalping or allowing excessive cuttings to remain.

Turf shall be mowed using a rotary-type, mulching mower at the appropriate height with blades sharpened every week for optimal cutting. After each mowing session walkways shall be cleaned of clippings to prevent a hazardous condition. In order to save water and mitigate environmental impacts, grasscycling shall take place wherever possible. Mulching mowers will be used in all areas of turf

Mechanical Edging

Frequency: weekly, or specified per site



Mechanical edging will be done on all turf edges including sidewalks, patios, drives, curbs, shrub beds, flower beds, groundcover beds. Around tree bases, and along lakes and streams shall be edged in a uniform line according to the frequency schedule. After each edging session walkways shall be cleaned of accumulated debris to prevent a hazardous condition.

Edging will be done with mechanical edger with steel blades. Detailed edging around valves, separation between tree, planters and turf, will be edge with string trimmers.

Weed Removal

Frequency: each visit per sites

All weeds shall be kept under control, which includes all grass-like weeds, morning glory or vine-weed types, ragweed or other underground spreading weeds. Mariposa Landscapes, Inc shall removes weeds either by hand removal, cultivation, chemical eradication or mulching.

Weed removal shall take place in the following locations: beds, planters, walkways, ball diamonds, hard court areas, picnic pavilions, drainage areas, play areas, patios, expansion joints in all hard surface areas, adjacent driveways, adjacent roadways, adjacent parking lots, drainage areas, slopes and hillsides, bare areas, and undeveloped areas.

Mechanical methods will primarily used to control weeds. If weed become persistence, a non-glyphosate product will be utilized with a pest control advisor recommendation and county's representative approval.

Litter Control

Frequency: daily

Litter pick-up shall be completed as early as possible. Litter pickup includes removal of paper, rocks, glass, trash, and undesirable materials. leaf control will be removed on adjacent areas to planters and turfs.

All debris generated during maintenance, will be removed on the same visit day.

All exterior containers shall be emptied per individual site requirements.

Debris will be hauled away after every visit and disposed off at county's provided bin.

Raking:

Frequency: each visit

Mariposa Landscapes Inc. will remove any leaves that pile up in the landscaped areas, such as beds, planters, and grassy areas under trees. As well as around hardscapes areas adjacent to landscaped areas.

Pruning Trees, Hedge and Ground Cover

Hedge and Ground cover

Frequency: depending on species. (rotation schedule)

Hedges and ground covers will be trimmed with hedge trimmers and hand prunes. Frequency depend of plant materials. Slower growth hedges like the Raphiolepis will require 4 times pruning per year. While faster growing plants like the Xylosma or bougainvillea would require more pruning up to 12 times per year.

Any dead heading required will be perform after flower has shown sign of declines.



Roses will be hard pruned during winter season.

Wall ivy will be pruned at least 2 times to control growth.

Trees

Frequency: clearance only

For all trees clearance shall be kept at a eight (8) foot for all trees within the park and fifteen (15) foot clearance for curbs, roadways and hiking and riding trails. Timming shall focus on creating a well-manicured appearance that is appropriate to the shrub species as well as the plant's specific purpose (i.e. formal, ornamental, screening, etc.)

All pruning will be following ANZI A300 Standard guidelines.

An ISA certified arborist will be available 6 times per year for 8 hours each per the requirement of this contract.

Replacement

Frequency: as needed

If damaged beyond recovery due to contractor negligence , plant materials will be replaced at contractor's cost.

Our managers will be actively provide suggestions such as replacing missing plants .

Watering

Watering schedule will be adjusted per plant needs. County/ State water regulations will be considered during scheduling.

No irrigation will be turned on during rainy days. Our foreman, irrigators and account managers will be responsible to anticipate such weather conditions.

A soil probe will be used to monitor soil moistures, structures, and quality.

Irrigation system maintenance

Frequency: each visit

Our irrigation technician will be performing checks and writing reports. The irrigator will also be repairing/ adjusting irrigations component such as sprinkler heads, swing joints, solenoids, RCV, etc.

Each irrigator will be equipped with an irrigator truck with all components ready to use for repairs.

Our irrigation technicians are trained and have many years of experience. All irrigation work will be monitored by our account managers who are CLT license holders in irrigation.

All repairs will be completed within 1 watering cycle.

Fertilization

Frequency: per scope of work.

We will get the approval from the county's representative before we apply any fertilizer or micronutrients. We will fertilize the areas in sections, based on the irrigation system. We will water the areas well after fertilizing. We will give each turf area at least one pound of nitrogen per 1,000 square feet, using a balanced, inorganic, and granular



fertilizer with a 4-1½ -2 ratio. We will use the ratios and mixtures that the County recommends and follow the manufacturer's instructions.

Specialty Services

Specialty services would be performed will be pruning trees (clearance) , aerations, and renovations

Aerification

Frequency: 3x a year

Mariposa Landscapes Inc. will aerate all the grass areas with a device that takes out cores that are two inches deep and six inches apart. We will do this from April to November. We will also mark the sprinklers before we start.

Renovation/ vertical mowing

Frequency: per direction

This task will be performed by on-site crew

Renovation will be performed with specialize equipment per specification.

Cultivating

Frequency: as needed

This task will be performed by routine crew.

Bed will be cultivated to provide neat appearance. Cultivating bare areas promote the growth of weeds as well as creating hard pan in sub surface. It is not recommended to perform this task unless directed by representative.

Turf reseeding/ restoration of bare areas

Frequency: per direction

Reseeding and restoration will be performed with specialize equipment per specification.

Administrative Specifications

Certificates and Reports

All reports shall be submitted in a timely matter to the appropriate representative of the department.

Additional Work

When extraordinary events such as vandalism, Acts of God, and third-party negligence occur Mariposa Landscapes, Inc is prepared to send extra work crews to ensure the work gets done properly and in a timely matter without interfering with the current On-Going Maintenance Crews, if necessary.

Before any additional work is done Mariposa Landscapes, Inc shall prepare a written description of the work with an estimate of labor and materials. No work shall commence without the written authorization from the county's representative.

Safety

Safety is a top priority at Mariposa Landscapes, Inc. All employees undergo multiple safety training courses that cover different aspects such as use of equipment, machines and materials safety, first aid, and CRP. Mariposa Landscapes, Inc accepts the sole responsibility for complying with all local, County, State or other legal requirements



including but not limited to, full compliance with the terms of the applicable O.S.H.A and CAL – O.S.H.A. Safety Orders.

Contractor's Staff

Mariposa Landscapes shall provide the 7 full-time staff , a supervisor and an account manager to fulfil the scope of work requirements stated in the RFP. Each crew member shall have at least one individual who speaks and comprehends the English language.

The Designated person chosen by Mariposa Landscapes, Inc to be the contact person for the County shall be equipped to receive notifications by cell phone or email to respond to emergency situations.

Use of Chemicals

All chemicals involved in this project shall be in compliance with all Federal, State and local laws. All applications shall be done under the direction of our in-house Licensed Pest Control Advisor with recommendation. Mariposa Landscapes, Inc is certified in categories D and E of the Pest Control Adviser's License and in category B of the Qualified Applicator's License.

A list of all the proposed chemicals shall be submitted to the representative or designee for approval at the commencement of the contract. No use of glyphosate base product shall take place in any Facilities. In this proposal, Organic based herbicide is proposed.

Green Initiatives

Mariposa Landscapes, Inc. uses every effort to implement "green" environment and energy conservation measures. Our company has a recycling program for green waste and paper products. We implement this program at our local offices and at all job sites.

Mariposa currently uses hybrid vehicles and is looking forward to increase hybrid vehicles to be used on our contracts. We strive to be as environmentally conscientious as possible and are expanding our operations to achieve this goal.

We have also transitioned into battery powered equipment for many of our contracts. We look forward to increase our battery powered equipment to be used on our county contracts.

We have been certified by the American Green Zone Alliance – Sustainable Land Care Certification (Electric Equipment). This puts us at the cutting edge of industry knowledge in selecting cost effective options related to the latest in commercial grade electric small equipment as well as mowers. This makes Mariposa Landscapes, Inc equipped to fulfill the all battery-electric equipment mandate.

Mariposa is committed to recycle green waste products from our maintenance activities. Green waste will be separated and haul to appropriate facilities to be composted into nutrients dense materials.

Mariposa works with all clients to assure optimum water usage where possible. With hundreds of ET "Smart" Controller installations over the years, we can assess a property for water savings, create a solution and correctly program these newer irrigation control devices for optimum savings.

In addition to these and other Green Initiatives, we are also committed to leading the industry in minimizing any potential negative impact on the environment.



The key points of its strategy to achieve this are:

- Minimize waste by evaluating operations and ensuring they are as efficient as possible.
- Minimize toxic emissions through the selection and use of its fleet and equipment.
- Actively promote recycling both internally and amongst its customers and suppliers.
- Meet or exceed all the environmental legislation that relates to the Company.
- Adhere to all local codes and ordinances regarding water conservation.

Plant Materials

Plant materials will be obtained from qualified licensed vendors. All plant materials will be per “horticultural Standards” of the American Association of Nurserymen.

Plant materials will be approved by county representative. In the events where replacement is require, same species/ cultivar will be provided, when available.

If a specialized plants are required, we will provide pictures and measurements for representative to review before it is acquired.

Use of Chemicals

No glyphosate product will be utilize.

All chemical usage will be per recommendation of a pest control advisor and per county approval.

SOW will be provided for all chemical utilized.

A qualified applicator license holder will provide all chemicals.

All chemicals selection will be from approved list from both united states environmental protection agencies and California department of pesticide regulations.

Spot spraying with specialized nozzle will be utilized most of the time. Nozzle will be pointed to the ground or at very close proximity to target to prevent chemical run off (by wind).

As needed Services/ Emergency

Mariposa will utilize a separate crew for all as needed services.

The county will be given 24/7 numbers to call in case of emergency. We will mobilize our crew within 120 minutes of contact during non-working hours and within 60 minutes during working hours.

Contractor responsibility

Staffing Plans

Please refer to required Forms, Exhibit 12 attached to this RFP.



Full-Time Staff Under the County Living Wage Ordinance Requirements

Our proposal is calculated to provide full-time employees on a year-round basis. It is our goal to provide professional results. Therefore, we will assign the appropriate and trained crew force necessary to complete the specified activities in a professional and timely manner. To achieve the desired results, the appropriate labor will be assigned for every aspect of the work.

For the most efficient transition, Mariposa will consider hiring any qualified workers from the incumbent contractor's work force.

Part Time Employees

Mariposa Landscapes, Inc hereby certifies that no part-time employees shall be used for this contract.

Supervision

All areas will be assigned with 1 account manager. Account manager will be onsite visiting each location for quality inspection every month.

The Field Supervisor will be responsible for any weekly quality inspection and provide reports to the account manager in pictures/ video format.

A branch manager will be responsible for visiting all sites quarterly.

Mariposa Landscapes, Inc has various yards of various sizes throughout Southern California. On average the Account Manager to Laborer ratio is 1:23. Supervision is conducted by the Account Managers and Field Supervisors. The field supervisors respond to the account manager and work in being the account manager second pair of eyes on all the laborers in their group. They are deployed to various sites per day to ensure the laborers are working in the correct locations and resolve any immediate issues laborers have. Each crew also has an experienced foreman or lead man that reports to the field supervisor. They are equipped with a cellphone or radio and is in direct contact with the field supervisor and account manager.

Employee coverage

We require that all personnel preplan their vacation days so that work crews are able to appropriately schedule workloads to compensate for the absence of the employees on vacation. In some cases, we may assign an employee from a work crew with a lighter workload to fill in in the meantime.

Our employees are cross trained, and this enables us to effectively assign personnel to fill in for absences due to illnesses or termination. We have a group of employees assigned to an "Extras" crew of which we also call upon to fill in vacancies. These employees are well rounded and have extensive experience in various aspects of landscape maintenance and operations.

Lead Time

We would require a 30-day lead time to assume additional facilities. We do have a pool of prequalified staff to pull from but would also hire additional staff if need be.

Travel Between Job Sites

All employees travel using company vehicles while traveling between sites at all times, such as a truck (HD 3000 Silverado, or a low emission vehicle (Toyota Prius). The Toyota Prius is used by upper management which includes



account managers while all field supervisors and below use trucks. No field employees are allowed to use their own vehicles for transportation between job sites. Office personnel do use their own vehicles when needed to do work outside of the office, however they are compensated for mileage.

For this contract, all of our field crew will be reporting for work on-site at the storage facility provided.

Licensed Arborist

Mariposa has several ISA certified arborists on staff. A specific tree inspector will be assigned upon award of contract.

For this contract, Luis Valenzuela, our regional manager, will be assigned as an arborist. In addition, Dennis Jones or Brandon Williamson from our tree department will be available if necessary. Our arborist are ISA certified and current in their certification.

Unanticipated absences.

All absences due to sick leave or weather condition will be reported to county representatives.

Staffing

Work hours will be given back and reschedule within 1 week of absence.

Number	Personnel/ Category	Tasks	Personnel
1	Branch Manager	Management	Craig Johnson
1	Account Manager	Management	Miguel Medina
1	Field Supervisor	Onsite lead	TBD
1	Crew 1 (Foreperson)	General/ Routine/Detail	TBD
2	Crew 1 (Laborer)	General/ Routine/Detail	TBD
1	Crew 2 (Lead Gardener)	Sanitation Task	TBD
1	Crew 2 (Laborer)	Sanitation task	TBD
1	Crew 3 (Laborer)	Weed Control/ hover	TBD
1	Irrigation technician	Irrigation	TBD



Employee Training and Supervision

Initial Orientation Training

Mariposa's HR will meet with every new employee for orientation before they start work. All aspects of their employment will be addressed. An employee handbook will be given out to every new employee. Every employee will go through the California Sexual Harassment Training course and Work Safety Course. This orientation usually takes about 4-5 hours. In order to ensure all employees understand the training information all courses are offered in multiple languages.

Field Training

After the Initial Orientation Training is completed, employees will receive their uniform and report to the yard to start their field training. Each employee will go through basic field training where they will be trained in basic work safety and equipment handling by an experienced foreman. All employees will go through basic equipment such as blower, hedge trimmer, string trimmer, mowers, which will usually take around 30 minutes to 1 hour per equipment. More specific equipment such as tractors will take additional time to train and are job specific. The Field Training runs for approximately 2 weeks with an additional 2 weeks of monitoring.

In addition to basic training, Mariposa offers our employee training for certifications such as QAL, CLT, Arborist, Irrigation Certification, etc. Every Mariposa Landscapes, Inc branch has a station similar to that of a typical testing station for training purposes to ensure employees have the best possible chance of a passing grade. In most instances Mariposa Landscapes, Inc will pay for employees' certification fees.

In order to continue to promote a safe environment and stay congruent with new regulations quarterly CPR safety Training, Pesticide/ herbicide handling training, irrigation training and more are offered to all employees.

Training Programs

Training on the use of supplies, chemicals, and equipment handling

All chemical applications will be conducted by a qualified applicator license holder. Initial chemical handling training will be conducted in our yard by a professional from the industry. Training for chemical handling will also be conducted on site and includes several key points such as safety of chemical handling, hazard indicator, scenario-based training, accurately apply chemical according to manufacturer recommendation rate, techniques and what to avoid. Currently, Mariposa invites an expert (also a PCA license holder) from our vendors every quarter to address new chemicals and handling process.

Equipment handling consists of safely handling equipment, safety checks, scenario-based training, expectations, and techniques. Equipment handling training will be given in our yard for a couple weeks and move on to job site training with the supervision of a foreman/ supervisor.

Several type of job specific training include, but not limited to:

- Specialty equipment training such as
 - Tractor and attachment, aerator, dethatcher etc.
- Weed and plant identification and best practices
- How to interact with the public
- Working near water source or on water such as



- stream, beaches, shoreline, lakes, river, docks, etc.
- Working from a vehicle or equipment such as
 - boat, articulated lift, boom truck, tractors, etc.

Ongoing Training

All employees receive the following ongoing training:

- Equipment handling
- Chemical/ materials handling.
- CPR training

If our employee chooses to, they may receive the following training to receive certification,

- Qualified Applicator License
- Certified Irrigation
- Certified landscaping
- ISA Arborist or Climber
- Pest Control Advisor

Protective Equipment for Employees Safety

Every crew truck is fully equipped with all the required hand tools for landscape maintenance, a First Aid kit, water jug, and instructions in case of an accident. Our employees will receive the following protective equipment: sets of uniform, vest, caps, gloves (leather, vinyl), ear plugs, hard hats, safety glasses, masks.

Each employee is responsible for keeping their safety equipment clean and in good condition. Once the equipment has been used for a long period of time or becomes damaged in any type of way it is immediately replaced. Most parts of the safety equipment are replaced multiple times a month with earplugs being replaced with every use.



Specific equipment will be provided for specific jobs. Please see the diagram on the next page depicting what type of PPE is used for each piece of equipment.



MARIPOSA LANDSCAPES INC.

MAINTENANCE DIVISION - PPE (PERSONAL PROTECTIVE EQUIPMENT) REQUIREMENTS

	=							
		Safety Glasses	Work Boots	Safety Vest	Hearing Protection	Work Gloves		
	=							
		Safety Glasses	Work Boots	Safety Vest	Hearing Protection	Work Gloves *		
	=							
		Safety Glasses	Work Boots	Safety Vest	Hearing Protection	Work Gloves *		
	=							
		Safety Glasses	Work Boots	Safety Vest	Hearing Protection	Work Gloves *		
	=							
		Safety Glasses	Work Boots	Safety Vest	Hearing Protection	Work Gloves *		
	=							
		Safety Glasses	Work Boots	Safety Vest	Hearing Protection	Work Gloves	Hard Hat	Chaps
	=							
		Safety Glasses	Work Boots	Safety Vest		Work Gloves		
	=							
		Safety Glasses	Work Boots	Safety Vest		Work Gloves *		
	=							
		Safety Glasses	Work Boots	Safety Vest		Work Gloves *	Hard Hat	

Note: The PPE Illustrated here is for your safety. Failure to follow these requirements could lead to injury and/or disciplinary action, up to and including termination.

* Optional Equipment



Uniforms and Badges

Mariposa Landscapes, Inc.'s uniform consists of a combination of safety personal protective equipment and company provided shirts. All our employees are required to wear the following equipment during working hours:

- Head Coverings – Only company approved caps, hard hats, and beanies may be worn with bill and logo forward.
- Safety Vest – Yellow vests with reflector stripes over the shoulders and across midsection must be worn over the uniform shirt and over cold weather protection clothing.
- Shirt – Only solid tan company shirts are allowed and must always be tucked in.
- Pants – Must be clean when reporting to work, not torn, and not excessively baggy. Tan, blue or black must be solid colors. Jeans are acceptable.
- Shoes – Leather work boots are required footwear. Steel toe work boots are optional. All non-leather or leather-and-fabric combination boots are not acceptable.
- Badges – a badge with name, position and picture will be always worn by our employees. It will clearly show the employee's name, Photo, Employee ID, their phone number and Mariposa Landscape company information.



Front View of Uniform



Side View of Uniform



Back View of Uniform



Vehicles and Equipment

Mariposa Landscapes Inc. owns the latest models of vehicles and fleet equipment as well as all small tools required to perform the contract work. Our entire fleet of equipment is less than 5 years old and well maintained by our in-house mechanics. Very few, if any, of our competitors offer the large capacity mowing equipment that we currently use. We support a full staff of mechanics, and we have a great depth of back-up equipment that allows us to stay very consistent within our schedule.

Every crew truck is fully equipped with all required hand tools for landscape maintenance, a First Aid kit, water and instructions in case of an accident.

We support a full staff of mechanics within 30 to 60 minutes of the project site, and we have a great depth of back-up equipment that allows us, for the most part, to stay consistent within our schedule. We have backup 72" mowers and 21" mowers that can be deployed to the project within 60 minutes. Mariposa's office is open for communication from 5:30 am to 4:30 pm Monday through Friday. We have a 24-hour answering service after hours, with on call staff to address emergency call outs.

Anticipated Equipment to be Used on This Contract

Regular Vehicles	Periodic Vehicles
Vehicles Truck Chevy 2500HD, Dbl Cab, Landscape body	Vehicles Truck Toyota Tacoma w/Irrigation Setup

Regular Equipment	Periodic Equipment
Equipment String Trimmer (Weedeater) Blower backpack Hedge Trimmer 20" Short/ Long Shaft Trailer 77" x 12", GVWR 2995, Box Deck Truck and Tools Equipment	Equipment Mower 52/ 60 in, Recycler Mower 36in, Push Type Trailer 77" x 12", GVWR 2995, Box Deck Edger Stick Type Rototiller Aerator Truck and Tools Equipment

Mariposa Landscapes, Inc Equipment List

Please see the following page for a list of our vehicles and equipment that is available for accomplishing the required work.



QUALITY CONTROL PLAN

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

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

We perform internal quality control on our work to free up our contract monitor or client representative (be it a Public Works Inspector or Property Manager) so that he or she will have a reduced workload. This creates a positive environment for everyone involved and enhances our client relationships. Our main philosophy behind quality control is summed up in one statement "Plan your work and work your plan."

Our Account Managers perform an initial work in process inspection when the first portion of the work activity for each work task is completed. They perform ongoing work in process quality inspections to ensure that the work tasks continue to conform to the project quality requirements. Any outstanding punch items remaining after the work task completion inspection is deemed a nonconformance. Should a problem occur in the quality of work, we systematically contain the issue and quickly make corrections. We expedite a corrective action that brings the workmanship of material issue into conformance by repair, replacement, or rework. Previously completed work is re-inspected for similar non-conformances.

Mariposa Landscapes, Inc. systematically prevents recurrences to improve quality. First, management monitoring is put into place to ensure work proceeds without incident. Then a structured problem-solving process identifies the root of the causes and initiates solutions. Solutions may involve a combination of enhanced process controls, training, upgrading of personnel qualifications, and/or higher-grade materials. Follow up ensures that a problem is completely resolved. Non-conformance and their resolutions are recorded on a Non-Conformance Report.

Monthly Work Plans

The Mariposa Account Manager will submit Monthly Work Plans describing maintenance operations of all areas contained within this contract and when the work, including trimming, pruning and applications of chemicals/fertilizers will be accomplished. Other work will include the removing and/or replacing of landscape materials within the scope of this Contract. The work may include landscape renovations of right-of-ways, medians, retention areas and/or common turf areas. The Account Manager will develop the Monthly Work Plans and submit them to the client representative by the 25th of the previous month prior to the regular monthly meeting. The Monthly Work Plan will correlate with the Annual Work Schedule in a more detailed form. After the plan is approved at the regular monthly meeting the Monthly Schedule Evaluation Form will be completed with the client representative to evaluate the performance of the current month. The Mariposa Supervisor is responsible for creating and submitting these reports.

Irrigation Reports

The Irrigation Technician will create the Irrigation Reports at specified frequencies and the Mariposa Account Manager will ensure their accurate and timely completion. These reports will include scheduled formal inspections, all service requests, authorized emergency work and repair of damage. The Irrigation Technician will be responsible for conducting a formal inspection and related repairs of the irrigation system as scheduled. Results of the inspection shall be recorded on the Irrigation Inspection Report and checked for accuracy and then delivered to the client representative. The frequency of these reports will vary depending on the work scope.



Account Manager/Client Meeting Work Quality Evaluations

A critical aspect of the work is communication. Timely and accurate schedules address a lot of this; however, there is another important aspect that is sometimes overlooked: interpretations of quality. What is beautiful to some is not to others, this is why specifications are written. However, there is always some level of interpretation that can vary from person to person. The goal is to have the Mariposa Account Manager and the client representative both interpreting the expectations of the specifications in the same way. The way we accomplish this is through a graded evaluation of every aspect of the landscape on a site by the Mariposa Supervisor and the client representative. This evaluation is performed prior to the regular client representative meeting by the Mariposa Supervisor. When the regular meeting takes place, this same form is given to the client representative to evaluate the exact same items as the Mariposa Account Manager previously graded. Any differences in evaluation that the client representative has of the same work item or area that were graded by the Mariposa Supervisor are addressed immediately and clarified. The frequency of these evaluations and number of work items evaluated can vary based on the work scope. However, typically a weekly evaluation will be conducted for quality assurance. Please see the sample form provided.

Action Item Lists

Even with jobs that go perfectly there are always items that come up during walk-through inspections. These items may have nothing to do with work quality but may be requests for improvement, additional work or notations of concern, etc. One of the key aspects of an action item list is a target completion date. This is included for every item on our form. The Mariposa Account Manager is committed to completion of a requested activity at an agreed upon date. This is in writing; it's quick and easy to fill out. The client representative will have confidence that we will keep our promises because they are documented. **Our goal is "Promises made are promises kept."** Please see the sample form provided.



Work Quality Evaluation Form



Mariposa Landscapes, Inc.

SITE INSPECTION EVALUATION FORM

Inspection Date: <input style="width: 80%;" type="text"/>	Job: <input style="width: 95%;" type="text"/>
Mariposa Account Manager: <input style="width: 95%;" type="text"/>	Job Number: <input style="width: 95%;" type="text"/>
Client Representative: <input style="width: 95%;" type="text"/>	

Please give a rating of 1-10 on the following items (1 = unacceptable and 10 being perfect)

		ML	CR			ML	CR
1. TURF				6. HARDSCAPE AREAS			
A Color of turf acceptable				A Free of trash/debris			
B Turf texture, no thin/bare areas				B Free of weeds in cracks			
C Free of trash/debris				C Standing water			
D Irrigation leaks visible				D Safety issues reported			
E Over or under watering				7. IRRIGATION			
F Dry spots				A Controllers working			
2. GROUND COVER/SHRUB AREAS				B Controllers programmed properly			
A Free of trash/debris				C Schedules submitted/updated			
B Free of weeds				D Valves working properly			
C Mulch evenly distributed				E Valves leaking			
D Irrigation leaks visible				F Backflow(s) on			
E Groundcover trimming				G Backflow(s) Leaking			
3. TREES/SHRUBS				H Meter readings (if in scope) up-to-date			
A Health/vigor				I Water usage analysis up-to-date			
B Trimmed per scheduled cycle				8. L.V. LIGHTING (if applies)			
C Pruned correctly for species				A System has power			
D Walkway shrub clearance				B Timer/photocell working			
E Walkway tree clearance				C Bulbs working			
F Disease & insects controlled				D Fixtures clean			
G Irrigation leaks visible				E Fixtures broken			
H Over or under watering				F Fixtures aimed properly			
I Trees staked properly				9. WATER FEATURES (if applies)			
4. ANNUAL COLOR/POTS				A Power/working properly			
A Annual flowers healthy				B Leaks			
B Bed/Pots free of trash/debris				C Cleaned of debris at inlets			
C No missing annual color plants				10. OTHER (if applies)			
D Disease & insects controlled				A Dog mess cleaned up			
E Irrigation leaks visible				B Dog stations replenished			
F Over or under watering				C Trash cans dumped & new liners			
5. D.G. PATHS & OPEN AREAS				D Play equipment clean			
A Free of trash/debris				E Ramadas/picnic tables/BBQs clean			
B Weeds managed/controlled				F Response time on call-outs			
C Erosion areas repaired				G General safety issues reported			

Only enter ratings for items that are applicable to this project (blank = Not Applicable at this time)

OVERALL RATING: Per the above individual ratings, please provide an overall rating from 1 to 10

		ML	CR
<input style="width: 80%;" type="text"/>		<input style="width: 20%;" type="text"/>	<input style="width: 20%;" type="text"/>

Mariposa Account Manager Signature/Date (ML)

Client Representative Signature/Date (CL)



Action Items Form



Mariposa Landscapes, Inc.

ACCOUNT MANAGER INSPECTION ACTION ITEMS

Today's Date:

Job:
Job Number:

	ACTION ITEMS	Resolution Date
1.	<hr/> <hr/>	<input type="text"/>
2.	<hr/> <hr/>	<input type="text"/>
3.	<hr/> <hr/>	<input type="text"/>
4.	<hr/> <hr/>	<input type="text"/>
5.	<hr/> <hr/>	<input type="text"/>
6.	<hr/> <hr/>	<input type="text"/>
7.	<hr/> <hr/>	<input type="text"/>
8.	<hr/> <hr/>	<input type="text"/>
9.	<hr/> <hr/>	<input type="text"/>
10.	<hr/> <hr/>	<input type="text"/>

Mariposa Account Manager Signature/Date

Client Representative Signature/Date



Proposer's Green Initiatives/Organic Waste Disposal

Mariposa Landscapes, Inc. uses every effort to implement "green" environment and energy conservation measures.

All products anticipated for use as part of meeting the SOW requirements for this RFP will be compatible with products used by the County. Any chemical or fertilizer materials needed or recommended, will be submitted by the Mariposa PCA to the County, for approval.

Our company has a recycling program for green waste and paper products. We implement this program at our local offices and at all job sites.



Mariposa self performs most of the hauling of green waste generated on projects throughout Southern California. This responsibility has led to specific training protocols for all crew members related to preventing contamination and avoiding paper or plastic in green waste bins. Foremen and Supervisors check green waste on site daily and observe green waste materials brought back to operating yards for disposal to prevent contamination.

Mariposa currently uses hybrid vehicles for supervisory staff, as well as electric powered tools such blowers and weed whips on several current contracts. We intend to fully comply with the electric equipment requirements for this RFP before the required date of January 2, 2024. This equipment will include but not be limited to blowers, string trimmers, and hedge trimmers. We strive to be as environmentally conscientious as possible and are expanding our operations testing large format electric mowers, to achieve this goal.

Mariposa implements integrated pest management (IPM) programs for most public sector contracts. When such programs are not published and required, the on-staff PCA has been able to organize and write recommendations for specific properties with specific needs or requirements.

Mariposa works with all clients to assure optimum water usage where possible. Extensive use of drip irrigation, smart controllers, and mulching are some of the most powerful tools available for water savings. These initiatives are prime components of our environmentally sustainable best practices.

In addition to items listed above for Mariposa's Green Initiative, we are also committed to leading the industry in minimizing the impact of our activities on the environment.

The key points of its strategy to achieve this are:

- Minimize waste by evaluating operations and ensuring they are as efficient as possible.
- Minimize toxic emissions through the selection and use of its fleet and equipment.
- Actively promote recycling both internally and amongst its customers and suppliers.
- Meet or exceed all the environmental legislation that relates to the Company.
- Adhere to all local codes and ordinances regarding water conservation.



CONTRACTS REQUIRED FORMS – EXHIBIT 18

SUBMITTAL REQUIREMENTS CHECKLIST

REQUIREMENT	CHECK IF SUBMITTED
FORMAT OF BID	
▪ Cover Page	<input checked="" type="checkbox"/>
▪ Table of Contents	<input checked="" type="checkbox"/>
▪ Executive Summary	<input checked="" type="checkbox"/>
VENDOR'S QUALIFICATIONS	
▪ Summary of relevant background information demonstrating minimum qualifications are met.	<input checked="" type="checkbox"/>
▪ Copy of either <u>"Certificate of Good Standing," "Statement of Information," "Certificate of Limited Partnership" or "Registration of Foreign Limited Partnership."</u>	<input checked="" type="checkbox"/>
▪ Copies of the following licenses <ul style="list-style-type: none"> ○ A valid C-27 Landscape Contractor's License; ○ A valid California Pest Control Business License; and ○ A valid registration with the Los Angeles County Agricultural Commission. 	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
▪ Financial Capability – Copy of two fiscal years of company financial statements.	<input checked="" type="checkbox"/>
STATEMENT OF WORK	
▪ Quality Control Plan	<input checked="" type="checkbox"/>
REQUIRED FORMS	
▪ Exhibit 1 Bidder's Organization Questionnaire/Affidavit <ul style="list-style-type: none"> ▪ Pending Litigation & Judgement 	<input checked="" type="checkbox"/>
▪ Exhibit 2 Certification of Compliance	<input checked="" type="checkbox"/>
▪ Exhibit 3 Request for Preference Consideration	<input checked="" type="checkbox"/>

CONTRACTS REQUIRED FORMS – EXHIBIT 18

SUBMITTAL REQUIREMENTS CHECKLIST

▪ Exhibit 4 Bidder's Debarment History and List of Terminated Contracts	<input checked="" type="checkbox"/>
▪ Exhibit 5 Community Business Enterprise (CBE) Information	<input checked="" type="checkbox"/>
▪ Exhibit 6 Minimum Mandatory Requirements	<input checked="" type="checkbox"/>
▪ Exhibit 7 List of Public Entities	<input checked="" type="checkbox"/>
▪ Exhibit 8 List of References	<input checked="" type="checkbox"/>
▪ Exhibit 9 Contribution and Agent Declaration Form	<input checked="" type="checkbox"/>
▪ Exhibit 10 Pricing Schedule	<input checked="" type="checkbox"/>
▪ Exhibit 11 Living Wage Program - Application for Exemption	<input checked="" type="checkbox"/>
▪ Exhibit 12 Living Wage Program - Staffing Plan	<input checked="" type="checkbox"/>
▪ Exhibit 13 Living Wage Program – Contractor Non-Responsibility Debarment Acknowledgement and Statement of Compliance & Demonstrated Controls Over Labor-Payroll Record Keeping And Regulatory Compliance	<input checked="" type="checkbox"/>
▪ Exhibit 14 Proposer's Qualifications	<input checked="" type="checkbox"/>
▪ Exhibit 15 Staffing and Work Plan	<input checked="" type="checkbox"/>
▪ Exhibit 16 Quality Control Plan	<input checked="" type="checkbox"/>
▪ Exhibit 17 RFP Exception Form	<input checked="" type="checkbox"/>
▪ Exhibit 18 Submittal Requirements Checklist	<input checked="" type="checkbox"/>
▪ Exhibit 19 Declaration	<input checked="" type="checkbox"/>
PROOF OF INSURABILITY	
▪ Proof that Bidder meets all insurance requirements set forth in Appendix A	<input checked="" type="checkbox"/>
CONTRACT'S STANDARD EXHIBITS	
▪ Exhibit D Contractor's Administration	<input checked="" type="checkbox"/>

CONTRACTS REQUIRED FORMS – EXHIBIT 18

SUBMITTAL REQUIREMENTS CHECKLIST


▪ Exhibit F Contractor Acknowledgement and Confidentiality Agreement	<input checked="" type="checkbox"/>
▪ Exhibit H Payroll Statement of Compliance	<input checked="" type="checkbox"/>

Failure to complete, sign (where required) and return the above documents with the RFP may disqualify the RFP due to non-responsiveness by the County.

REQUIRED FORMS – EXHIBIT 19

DECLARATION

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN EXHIBITS 1-19 IS TRUE AND CORRECT.

PRINT NAME: Terry Noriega	TITLE: President
SIGNATURE: 	DATE: 9/16/2024

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME:
CONTRACT NO.

CONTRACTOR'S PROJECT MANAGER:

Name: Craig Johnson
Title: Area Manager
Address: 1650 W. 130th St.
Gardena, CA 90248
Telephone: (714) 686-3560
E-mail Address: craig.johnson@mariposa-ca.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: Terry Noriega
Title: President
Address: 6232 Santos Diaz St.,
Irwindale, CA 91702
Telephone: (626) 960-0196
E-mail Address: estimating@mariposa-ca.com

Name: Antonio Valenzuela
Title: Secretary
Address: 6232 Santos Diaz St.
Irwindale, CA 91702
Telephone: (626) 960-0196
E-mail Address: estimating@mariposa-ca.com

NOTICES TO CONTRACTOR:

Name: Terry Noriega
Title: President
Address: 6232 Santos Diaz St.
Irwindale, CA 91702
Telephone: (626) 960-0196
E-mail Address: estimating@mariposa-ca.com

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTContractor Name: Mariposa Landscapes, Inc. Contract No DBH83**GENERAL INFORMATION:**

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE:  DATE: 9/19/2024PRINTED NAME: Terry NoriegaPOSITION: President

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

PAYROLL STATEMENT OF COMPLIANCE

I, Terry Noriega (Name of Owner or Company Representative) President (Title)

Do hereby state:

That I pay or supervise the payment of the persons employed by (Contractor/Subcontractor) on the (contract) that during the payroll period commencing on the (day) of (Month and Year) and ending the (day) of (Month and Year), all persons employed on said work site have been paid the full weekly wages earned, that no rebates have been or will be made, either directly or indirectly, to or on behalf of (Contractor/Subcontractor) from the full weekly wages earned by any person, and that no deductions have been made either directly or indirectly, from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

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

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

Print Name and Title

Terry Noriega, President

Owner or Company Representative Signature:

9/19/2024

Date:

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

8.5.5 Living Wage Compliance



REQUIRED FORMS – EXHIBIT 11

Not Applicable

LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the County's solicitation is subject to the County of Los Angeles Living Wage Program (LW Program) ([Los Angeles County Code, Chapter 2.201](#)). Contractors and subcontractors must apply individually for consideration for an exemption from the LW Program. **To apply, Contractors must complete and submit this form with supporting documentation to the County by the due date set forth in the solicitation document.** Upon review of the submitted Application for Exemption, the County department will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the LW Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
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.		<input type="checkbox"/> Yes <input type="checkbox"/> No

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

- ☐ My business is subject to or intends to enter into a bona fide Collective Bargaining Agreement (*attach agreement*); **AND**
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes all 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):

Company Name: Mariposa Landscapes, Inc

Proposer must submit a staffing plan that is comprised of full time employees, unless the contractor can demonstrate to the County the necessity of part time staff. If a staffing plan contains part time employees, contractor must submit written justification for the use of part time staff.



**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
CONTRACTOR NON-RESPONSIBILITY DEBARMENT
ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE**

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

The Agent is required to check each of the following two boxes:

LIVING WAGE ORDINANCE:

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

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- ☒ The Agent has read the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understands that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS:

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

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

- ☐ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal; **OR**
- ☒ The Firm **HAS** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of this proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)


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

- ☒ There **HAS BEEN NO** determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- ☐ There **HAS BEEN** a determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- ☒ The Firm **HAS NOT** been debarred by any public entity during the past ten (10) years; **OR**
- ☐ The Firm **HAS** been debarred by a public entity within the past ten (10) years. Provide the pertinent information (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding) on the attached Labor/Payroll/Debarment History form.

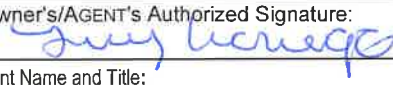
I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

Owner's/Agent's Authorized Signature 	Print Name and Title Terry Noriega, President
Print Name of Firm Mariposa Landscapes, Inc.	Date 9/18/2024

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: Mariposa Landscapes, Inc.	Print Name of Owner: Terry Noriega
Print Address of Firm: 6232 Santos Diaz St.	Owner's/AGENT's Authorized Signature: 
City, State, Zip Code Irwindale, CA 91702	Print Name and Title: Terry Noriega, President

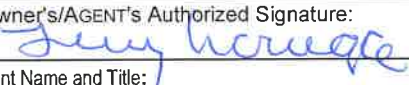
Public Entity Name	Superior Court of CA SB County Civil Division
Public Entity Address:	Street Address: 247 W 3rd St City, State, Zip: San Bernardino, CA, 92415
Case Number/Date Claim Opened:	Case Number: CIVSB2133123 Date Claim Opened: 1/21/2022
Name and Address of Claimant:	Name: Edgar Bravo Street Address: 3848 Baldwin Park Blvd City, State, Zip: Baldwin Park, CA, 91706
Description of Work: (e.g., Janitorial) Landscape Maintenance	
Description of Allegation and/or Violation:	Wage Claim
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Pending

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

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: Mariposa Landscapes, Inc.	Print Name of Owner: Terry Noriega
Print Address of Firm: 6232 Santos Diaz St.	Owner's/AGENT's Authorized Signature: 
City, State, Zip Code Irwindale, CA 91702	Print Name and Title: Terry Noriega, President


Public Entity Name	LASC Central - Spring Street Courthouse
Public Entity Address:	Street Address: 312 N Spring St City, State, Zip: Los Angeles, CA, 90012
Case Number/Date Claim Opened:	Case Number: 22STCV19397 Date Claim Opened: 6/14/2022
Name and Address of Claimant:	Name: Jaime Calderon Leon Street Address: 2135 S Fairview St. Apt A City, State, Zip: Santa Ana, CA, 92704
Description of Work: (e.g., Janitorial) Landscape Maintenance	
Description of Allegation and/or Violation:	Wage Claim
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Pending

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

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: Mariposa Landscapes, Inc.	Print Name of Owner: Terry Noriega
Print Address of Firm: 6232 Santos Diaz St.	Owner's/AGENT's Authorized Signature: 
City, State, Zip Code Irwindale, CA 91702	Print Name and Title: Terry Noriega, President

Public Entity Name	Pomona Court South
Public Entity Address:	Street Address: 400 Civic Center Plaza City, State, Zip: Pomona, CA, 91766
Case Number/Date Claim Opened:	Case Number: 21PSCV00923 Date Claim Opened: 11/9/2021
Name and Address of Claimant:	Name: Juan Reyes Street Address: 202 Jesse St. Apt B City, State, Zip: San Fernando, CA, 91340
Description of Work: (e.g., Janitorial) Landscape Maintenance	
Description of Allegation and/or Violation:	Discrimination, Wrongful Termination, Wage Claim
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Pending

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

DEMONSTRATED CONTROLS OVER LABOR-PAYROLL RECORD KEEPING AND REGULATORY COMPLIANCE

Proposer is required to comply with the State and Federal labor regulations and record keeping requirements. Proposer should describe the firm's employee labor-payroll record keeping system and the controls in place that ensure ongoing regulatory compliance in accordance with RFP Paragraph 8.5.5.3. Include, at a minimum, a detailed discussion of the following:

1. **Discuss how employee hours actually worked are tracked. The detailed explanation should include:**
 - a. Where do firm's employees report to work at the beginning of their shift? Is it at the work location or a central site with travel to worksite? If the latter is the firm's practice/process, when does the firm consider the employees shift to have started? Is it a central site or upon arrival at the work location?
 - b. How does the firm know employees actually reported to work and at what time? For example, sign-in sheets, computerized check-in, call-in system, or some other method.
 - c. What records are created to document the beginning and ending times of employee's actual work shifts? What records are maintained by the firm of actual time worked? Are the records maintained daily or at another interval (indicate the interval)? Who creates these records (e.g., employee, a supervisor, or office staff)? Who checks the records and what are they checking for? What happens to these records? Are they used as a source document to create the firm's payroll? **Provide a copy of these records.**
 - d. If the records created in response to Sub-paragraph "c" above are not used to create the payroll, what is the source document that is used? Who prepares and who checks the source document? Does the employee sign it? Who approves the source document and what do they compare it with prior to approving the source document?
 - e. How does the firm know that employees take mandated breaks and meal

DEMONSTRATED CONTROLS OVER LABOR-PAYROLL RECORD KEEPING AND REGULATORY COMPLIANCE

breaks (periods)? Does the firm maintain any written supporting documentation to validate that the breaks actually occurred? If so, who prepares reviews and approves such documentation?

2. **Discuss how the firm's payroll is prepared and how the firm ensures that employee wages are appropriately paid. The detailed explanation should include:**
 - a. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)? If by check, do they receive a single check for straight time and overtime or are separate payments made? What information is provided on the check (e.g., deductions for taxes, etc.)? **Provide a copy of a check and check stub** (cover up or block out bank account information) that shows deduction categories.
 - b. If the firm uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the firm's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?
 - c. If the firm uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the firm's standard rate for other non-County work), How does the automated payroll system calculate total wages paid? Is it embedded in the software program or does someone have to override the system to perform the calculation?
 - d. How is travel time during an employee's shift paid? At what rate is such travel time paid if the employee has multiple wage rates? Discuss how the firm calculates the day's wages for each situation described in the following two

**DEMONSTRATED CONTROLS OVER LABOR-PAYROLL RECORD
KEEPING AND REGULATORY COMPLIANCE**

examples: 1) during a single shift, an employee works 3 hours at a work location under a County Living Wage contract, then travels an hour to another work location to work 4 hours, where they are paid at a different rate than the County's Living wage rate and 2) during a single shift, an employee works 3 hours at a work location under a County Living Wage contract, then travels an hour to another work location to work 4 hours, where they are also paid the County's Living Wage rate.

- e. How does the firm calculate overtime wages? What if the employee has multiple wage rates?

Methodology for tracking/documents Employee Work Hours

Employee's hours are tracked using either a physical timecard or electronically through the program ExakTime. All field employees report to one of the Mariposa Landscapes, Inc yards or clients provided storage station, and then travel to their worksite. An employee's shift starts once they leave the yard's gate.

Every crew has a Foreman who keeps track of all employees on his crew and signs off on timecards.

Manual timecards are used to document the beginning and ending times of employee's actual work shifts. The records maintained by firm of actual time worked are the timecards. Records are maintained daily. The employee is responsible for completing their own timecard. Both the Foreman and Supervisor check to make sure timecards are completed properly and look to make sure that the employees hours match the employees' schedule. Timecards are used as a source document to create our firm's payroll. Different timecards are used among office employees. Please refer to the sample Timecards on the following pages.

In an effort to follow our green initiatives a new program called ExakTime has been adopted for our field employees. This program allows employees to sign in at the beginning of their workday through their mobile device. The app keeps a running time of how long they are working. Employees continue to use this app throughout the day to track and timestamp their breaks and lunch. At the end of the day, they timestamp the end of the workday with their signature. Please refer to sample ExakTime portal on the following pages.

Employee prepares their own timecard, and it is then checked by both the Foreman and Supervisor. Employees must sign the timecard before submittal. Crew Foreman checks and signs employee's timecards on a daily basis. The supervisor then checks the timecard and compares it to the employee's schedule and approves with signature.

Mandated breaks and meal breaks are a company policy. Supervisors conduct spot visits and communicate with Foreman to ensure that all employees are taking such mandated breaks. Our firm does not maintain any written supporting documents to validate that the breaks occurred.



MARIPOSA LANDSCAPES, INC. - NON-EXEMPT EMPLOYEE TIME CARD														
Employee Name												Tel:		
Employee Number												Radio#:		
Period Begin	Period End	I acknowledge and state, under penalty of perjury, that the hours recorded on this time card are correct, and that I have taken all meal and rest periods during the duration of this pay period as required by law. Signature: _____										Codes: 935 = Contract Work. 936 = Extra Work.		
2 PAGE TIME CARD - SEE BACK		<input type="checkbox"/> I have not had an injury or accident this pay period <input type="checkbox"/> I was injured or had an accident on _____										Report all errors on your paycheck immediately.		
Day	Date	Time Started Working	Time Started Lunch	Time Finished Lunch	Time Stopped Working	Total Hours Worked	Employee Initials	Foreman Initials	Job Number or Name	Code	Class	Total REGD Hours	Total OT Hours	Total OT Hours
MONDAY	12/4/2023	7:30 AM	12:00 PM	12:30 PM	4:00 PM	8.00								
							<input type="checkbox"/> Late lunch taken by choice. EE Initials: _____							
TUESDAY	12/5/2023													
							<input type="checkbox"/> Late lunch taken by choice. EE Initials: _____							
WEDNESDAY	12/6/2023													
							<input type="checkbox"/> Late lunch taken by choice. EE Initials: _____							
THURSDAY	12/7/2023													
							<input type="checkbox"/> Late lunch taken by choice. EE Initials: _____							
FRIDAY	12/8/2023													
							<input type="checkbox"/> Late lunch taken by choice. EE Initials: _____							
SATURDAY	12/9/2023													
							<input type="checkbox"/> Late lunch taken by choice. EE Initials: _____							
SUNDAY	12/10/2023													
							<input type="checkbox"/> Late lunch taken by choice. EE Initials: _____							
MONDAY	12/11/2023													
							<input type="checkbox"/> Late lunch taken by choice. EE Initials: _____							
TUESDAY	12/12/2023													
							<input type="checkbox"/> Late lunch taken by choice. EE Initials: _____							

Front of Timecard For Office Personnel Non-Exempt

[illegible]

MARIPOSA LANDSCAPES, INC. - OFFICE TIME CARD

Employee Name: John Doe

Employee Number: 12345

Signature

Period Covered

Start Date:

/ /

Finish Date:

/ /

☐ "I did not have an accident or injury on:☐ "I had an accident or injury on:

Code	Department	Hours
500	Account Manager - Maintenance Irwindale	
501	Account Manager - Maintenance Fontana	
502	Account Manager - Maintenance Ventura	
507	Account Manager - Maintenance Santa Ana	
509	Account Manager - Maintenance Gardena	
600	Account Manager - Landscape	
700	Account Manager - Trees	
800	Fleet	
900	Sales - Maintenance Irwindale	
901	Sales - Maintenance Fontana	
905	Sales - Maintenance Ventura	
907	Sales - Maintenance Santa Ana	
909	Sales - Maintenance Gardena	
925	Sales - Landscape	
950	Sales - Trees	
955	Sales - Interior	
913	Sales - Maintenance Arizona	
920	Sales - Landscape Arizona	
1000	Office - Maintenance Irwindale	
1001	Office - Maintenance Fontana	
1002	Office - Maintenance Ventura	
1007	Office - Maintenance Santa Ana	
1009	Office - Maintenance Gardena	
1050	Office - Landscape	
1075	Office - Trees	
1079	Office - Interior	
1100	Office - Yard	
1077	Office - Maintenance Arizona	
1078	Office - Landscape Arizona	
From:		To:
Vacation		
Holiday		
CA SICK PD		
Total work distribution this period		80.00





Employee Touch Detail

In and Out Punches between 12/4/2023 and 12/17/2023

Created on Wednesday, December 27, 2023

Doe, John

12345

Pay Period 12/4/2023 – 12/17/2023

Date	Start Location	Start Time	Stop Time	Stop Location	Cost Code	Regular	OT1	OT2	Total
Mon 12/4/2023	01-99999 - IRW-Training-Safety,Job,Clinic	5:37 am	<u>5:47 am</u>	01-23001 - City of Duarte	02-935 - 02-935 Regular	0.17	-	-	0.17
Mon 12/4/2023	01-23001 - City of Duarte	5:47 am	<u>10:16 am</u>	01-23001 - City of Duarte	02-935 - 02-935 Regular	4.48	-	-	4.48
Mon 12/4/2023	01-23001 - City of Duarte	10:46 am	2:37 pm	01-23001 - City of Duarte	02-935 - 02-935 Regular	3.35	0.50	-	3.85
Daily Total						8.00	0.50	-	8.50
Tue 12/5/2023	01-99999 - IRW-Training-Safety,Job,Clinic	5:32 am	<u>10:26 am</u>	01-23001 - City of Duarte	02-935 - 02-935 Regular	4.90	-	-	4.90
Tue 12/5/2023	01-23001 - City of Duarte	10:56 am	3:02 pm	01-23001 - City of Duarte	02-935 - 02-935 Regular	3.10	-	-	4.10
Daily Total						8.00	0.00	-	9.00
Wed 12/6/2023	01-99999 - IRW-Training-Safety,Job,Clinic	5:40 am	<u>10:00 am</u>	01-23001 - City of Duarte	02-935 - 02-935 Regular	0.17	-	-	0.17
Wed 12/6/2023	01-23001 - City of Duarte	5:50 am	<u>10:00 am</u>	01-23001 - City of Duarte	02-935 - 02-935 Regular	4.35	-	-	4.35
Wed 12/6/2023	01-23001 - City of Duarte	10:41 am	2:40 pm	01-23001 - City of Duarte	02-935 - 02-935 Regular	3.48	0.50	-	3.98
Daily Total						8.00	0.50	-	8.50
Thu 12/7/2023	01-99999 - IRW-Training-Safety,Job,Clinic	5:26 am	<u>5:50 am</u>	01-23001 - City of Duarte	02-935 - 02-935 Regular	0.23	-	-	0.23
Thu 12/7/2023	01-23001 - City of Duarte	5:50 am	<u>10:23 am</u>	01-23001 - City of Duarte	02-935 - 02-935 Regular	4.55	-	-	4.55
Thu 12/7/2023	01-23001 - City of Duarte	10:53 am	2:36 pm	01-23001 - City of Duarte	02-935 - 02-935 Regular	3.22	0.50	-	3.72
Daily Total						8.00	0.50	-	8.50
Fri 12/8/2023	01-99999 - IRW-Training-Safety,Job,Clinic	5:38 am	<u>10:04 am</u>	01-99999 - IRW-Training-Safety,Job,Clinic	02-935 - 02-935 Regular	4.43	-	-	4.43
Fri 12/8/2023	01-23001 - City of Duarte	10:34 am	2:38 pm	01-23001 - City of Duarte	02-935 - 02-935 Regular	3.57	0.50	-	4.07
Daily Total						8.00	0.50	-	8.50
Mon 12/11/2023	01-23001 - City of Duarte	5:40 am	<u>10:20 am</u>	01-99999 - IRW-Training-Safety,Job,Clinic	02-935 - 02-935 Regular	4.67	-	-	4.67
Mon 12/11/2023	01-23001 - City of Duarte	10:50 am	3:10 pm	01-23001 - City of Duarte	02-935 - 02-935 Regular	3.33	1.00	-	4.33

This report has filters applied which affect what it includes. Applied filters: employees

Regular: Created by employee

Italics: Created by office

Bold: Modified by policy

Underline: Auto-generated "Out"

SAMPLE



Employee Touch Detail

In and Out Punches between 12/4/2023 and 12/17/2023

Created on Wednesday, December 27, 2023

EXAKTIME Page 2

Doe, John

12345

Pay Period 12/4/2023 – 12/17/2023

Date	Start Location	Start Time	Stop Time	Stop Location	Cost Code	Regular	OT1	OT2	Total
Daily Total						8.00	1.00	-	9.00
Tue 12/12/2023	01-99999 - IRW-Training-Safety,Job,Clinic	5:35 am	<u>5:46 am</u>	01-23001 - City of Duarte	02-935 - 02-935 Regular	0.18	-	-	0.18
Tue 12/12/2023	01-23001 - City of Duarte	5:46 am	<u>10:12 am</u>	01-23001 - City of Duarte	02-935 - 02-935 Regular	4.44	-	-	4.44
Tue 12/12/2023	01-23001 - City of Duarte	10:42 am	3:05 pm	01-23001 - City of Duarte	02-935 - 02-935 Regular	3.38	1.00	-	4.38
Daily Total						8.00	1.00	-	9.00
Wed 12/13/2023	01-99999 - IRW-Training-Safety,Job,Clinic	5:36 am	<u>5:46 am</u>	01-23001 - City of Duarte	02-935 - 02-935 Regular	0.17	-	-	0.17
Wed 12/13/2023	01-23001 - City of Duarte	5:46 am	<u>10:21 am</u>	01-23001 - City of Duarte	02-935 - 02-935 Regular	4.58	-	-	4.58
Wed 12/13/2023	01-23001 - City of Duarte	10:51 am	2:57 pm	01-23001 - City of Duarte	02-935 - 02-935 Regular	3.25	0.50	-	3.75
Daily Total						8.00	0.50	-	8.50
Thu 12/14/2023	01-99999 - IRW-Training-Safety,Job,Clinic	5:30 am	<u>5:46 am</u>	01-23001 - City of Duarte	02-935 - 02-935 Regular	0.23	-	-	0.23
Thu 12/14/2023	01-23001 - City of Duarte	5:44 am	<u>10:02 am</u>	01-23001 - City of Duarte	02-935 - 02-935 Regular	4.30	-	-	4.30
Thu 12/14/2023	01-23001 - City of Duarte	10:52 am	2:30 pm	01-23001 - City of Duarte	02-935 - 02-935 Regular	3.47	0.50	-	3.97
Daily Total						8.00	0.50	-	8.50
Fri 12/15/2023	01-23001 - City of Duarte	5:58 am	<u>10:05 am</u>	01-23001 - City of Duarte	02-935 - 02-935 Regular	4.12	-	-	4.12
Fri 12/15/2023	01-23001 - City of Duarte	10:35 am	2:58 pm	01-23001 - City of Duarte	02-935 - 02-935 Regular	3.88	0.50	-	4.38
Daily Total						8.00	0.50	-	8.50
Total						80.00	6.50	-	86.50

Regular: Created by employee

Italics: Created by office

Bold: Modified by policy

This report has filters applied which affect what it includes. Applied filters: employees
Underline: Auto-generated "Out"



Employee Touch Detail

In and Out Punches between 12/4/2023 and 12/17/2023

Created on Wednesday, December 27, 2023

Doe, John
12345
Pay Period 12/4/2023 – 12/17/2023

Date	Start Location	Start Time	Stop Time	Stop Location	Cost Code	Regular	OT1	OT2	Total
------	----------------	------------	-----------	---------------	-----------	---------	-----	-----	-------

John Doe

Doe, John 12/19/2023

I hereby certify and declare under penalty of perjury that (1) I have received all the rest periods and meal periods that I was legally entitled to on each workday within the pay period covered by this time record, (2) this time record fully and accurately reports all the time that I have worked during the covered pay period, and I am making this declaration freely and voluntarily.

SAMPLE

Payroll Record Keeping System and Process to Ensure Proper Wage Rates are Paid

Employees are paid with either a manual paycheck or direct deposit. Employees receive a single check for straight time and overtime. The check lists employee's name and address, the check date, check number, amount paid, deductions for taxes, and vacation time accrued.

Hours are entered into the payroll software according to job numbers. Different pay rates (regular time, overtime, double overtime, holiday, vacation, etc.) are represented by different pay ID. The payroll software will generate direct deposit or check once all hours are entered and verified. County living wage jobs or other jobs with special rates (prevailing wage, or higher minimum wage) are setup in our payroll software with the appropriate rates. For instance, if our employees worked on a county living wage job, they would record their hours worked on the County living wage job under a specific job number. Later when that job number is entered into our payroll system, the corresponding rate will automatically be applied, unless an employee's own hourly rate is higher than the County living wage rate. Calculation is based on hours worked on a job multiple by the hourly rate for that job. Our payroll system automatically determines the correct rate based on the job number and the employee's own hourly rate. But the rate can be overridden by the payroll clerk who is entering the hours.

Travel time is paid as normal working hours. The rate is dependent on the wage category that the employee is working under. Employees get paid County Living Wage until they arrive to the next County. All our field employees are paid at a higher rate than the Living Wage Contract. Employees get paid the same rate from start of day to end of day.

Overtime rates are calculated by multiplying the regular rate by 1.5. Multiple wage rates will also have multiple overtime rates.

Please refer down below and the next page for samples of checks.

Check Activity With Detail

Mariposa Landscapes, Inc.

06-14-2011

Page 1

Check Number	Period End Date	Wks	Regular		Overtime		Other Pay	Total Hours	Gross Pay	Employee Taxes	Misc Deducts	Net Pay	Employer Taxes	Fringes
			Pay	Hrs	Pay	Hrs								
04316	833206-05-11	2.00	564.00	70.50			64.00	70.50	628.00	43.02	6.28	578.70	68.11	35.61
Pay			Units	Amount	Deduction		Amount	Tax		Amount	Fringe		Amount	
Regular Hourly			70.50	564.00	401 (K) Deductn		6.28	FUTA_E		2.45	WC		35.61	
Vacatn Dols Pd			8.00	64.00				FWH						
Vacatn Hrs Emrd			4.62					MED		9.11				
								MED_E		9.11				
								SOC		26.37				
								SOC_E		38.93				
								CAETT_E		.32				
								CASDI		7.54				
								CASUI_E		17.30				
								CASWH						

V = Voided Check


SAMPLE



Our Core Values – Safety • Teamwork • Quality • Integrity

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HOURS		RATE	EARNINGS		BASIS	OTHER PAY		DESCRIPTION	PAY PERIOD	
REGULAR	OVERTIME		REGULAR	OVERTIME		RATE	AMOUNT			
80.00		10.50	840.00		3.08			VacBn	5-23-11 to 6-05-11	
									No. 8388	
									TOTAL PAY	
									840.00	
DEDUCTIONS THIS PERIOD										
FWH		10.92	MED	12.18	SOC	35.28	CASDI	10.08	TOTAL DEDUCTIONS	
									68.46	
EMPLOYEE INFORMATION					YEAR-TO-DATE TOTALS				NET PAY	
					GROSS	10339.88	FICA	584.20	SDI	124.08
					FWH	177.19	SWH	.00	VACPDH	16.00
									771.54	



MARIPOSA LANDSCAPES, INC.
 PAYROLL ACCOUNT
 15529 ARROW WAY
 IRVINDALE, CA 91706

SAMPLE

1st ENTERPRISE BANK
 810 W 7th ST. STE 220
 LOS ANGELES, CA 90014


16-4430
 1220

8388

Pay: *****Seven hundred seventy-one dollars and 54 cents

DATE: 6-10-2011 CHECK NO.: 8388 AMOUNT: \$*****771.54**

PAY TO THE ORDER OF



PRESIDENT

VOID AFTER 6 MONTHS

⑈008388⑈ ⑆122044300⑆

Company Effort to Ensure the Company is Updated with Regulations

Our human resource department will ensure that all employees are paid per state and federal labor regulations and keep an extensive record on it.

On top of that, for every bid the estimator prepares, they will make sure that all wages are correct, and any irregularities will be reported back to HR for them to evaluate. This will serve as an extra pair of eyes to be on lookout for any regulation changes.



8.5.6 Exhibit 17 - Exceptions to Terms and Conditions of Sample Contract and/or Requirements of Statement of Work and Attachments



RFP EXCEPTION FORMProposer's
NameMariposa Landscapes, Inc.

Address

6232 Santos Diaz St., Irwindale, CA 91702

Telephone

(626) 960-0196Fax (626) 960-8477

E-mail

Address

estimating@mariposa-ca.com

- ☒ I have reviewed both Appendix A, Contract and Exhibit A, Statement of Work in its entirety and have **NO** exceptions.
- ☐ I have reviewed both Appendix A, Contract and Exhibit A, Statement of Work in its entirety and **have the following exceptions.**

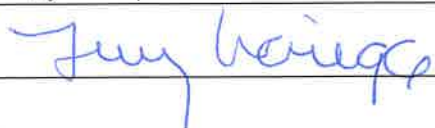
Proposer's response must include:

1. A statement offering the Proposer's acceptance of, or exceptions to, all terms and conditions listed in Appendix A (Contract).
2. A statement offering the Proposer's acceptance of, or exceptions to all requirements listed in Exhibit A (SOW and Attachments) of Appendix A (Contract); and for each exception, the Proposer must provide (1) an explanation of the reason(s) for the exception; (2) the proposed alternative language; and (3) a description of the impact, if any, to the Proposer's price.

Indicate all exceptions to the Contract and/or the Statement of Work by providing a 'red-lined' Word version of the language in question. The County relies on this procedure and any Proposer who fails to make timely exceptions as required herein, may be barred, at the County's sole discretion, from later making such exceptions. The County reserves the right to make changes to the Contract and its appendices and exhibits at its sole discretion. Attach additional pages as needed.

Print Name Teerry Noriega- President

Signature

Date 9/18/2024

Compliance with all Terms, Conditions, and Requirements

Mariposa Landscapes, Inc accepts as stated the County's terms and conditions in the Sample Contract and the County's requirements in the Statement of Work. No exceptions are to be made to the County's terms, conditions, and requirements.

Sample Contract Statement

Mariposa Landscapes, Inc. accepts all terms and conditions listed in Appendix A (Contract).

Acceptance of all Requirements Listed in Exhibit A of Appendix A

Mariposa Landscapes, Inc. accepts all requirements listed in Exhibit A (Statement of Work and Attachments) of Appendix A (Contract).

8.6.8.3 Exceptions to the Sample Contract

Mariposa Landscapes, Inc. accepts all requirements listed in Exhibit A (Statement of Work and Attachments) of Appendix A (Sample Contract). No redlines are necessary for the sample contract.

