



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE

November 04, 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:

SERVICE CONTRACT
TRANSPORTATION CORE SERVICE AREA
AWARD OF SERVICE CONTRACT
LANDSCAPE MAINTENANCE SERVICES AT
VARIOUS COUNTY-OWNED AIRPORT FACILITIES
(SUPERVISORIAL DISTRICTS 1, 2, 3, AND 5)
(3-VOTES)

SUBJECT

Public Works is seeking Board approval to award a service contract to J. Orozco Enterprises, Inc., dba Orozco Landscape and Tree Company, a Local Small Business Enterprise, for landscape maintenance services at various County-owned airports throughout Los Angeles County.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is not a project pursuant to the California Environmental Quality Act.
2. Find that this service can be more economically performed by an independent contractor than by County employees.
3. Direct the Chair of the Board to award and execute the contract with J. Orozco Enterprises, Inc., dba Orozco Landscape and Tree Company, a Local Small Business Enterprise, for landscape maintenance services at various County-owned airport facilities. This contract will be for a period of 1 year with four 1-year renewal options and a month-to-month extension up to 6 months for a

maximum potential contract term of 66 months and a maximum potential contract sum of \$2,618,851.

4. Delegate authority to the Director of Public Works or his designee to renew the contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, J. Orozco Enterprises, Inc., dba Orozco Landscape and Tree Company has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend and/or terminate the contract for convenience if it is in the best interest of the County to do so.

5. Delegate authority to the Director of Public Works or his designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum, which is included in the maximum potential contract sum for unforeseen additional work within the scope of the contract if required in accordance with County policy and the terms of the contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to award a contract to J. Orozco Enterprises, Inc., dba Orozco Landscape and Tree Company, to continue to provide landscape maintenance services to the five County-owned airports: Brackett Field Airport in La Verne, Compton/Woodley Airport in Compton, General William J. Fox Airfield in Lancaster, San Gabriel Valley Airport in El Monte, and Whiteman Airport in Pacoima.

The award of this contract will ensure that landscape maintenance and management services are not interrupted. These services include trimming and care of trees; cutting seeded grass and wildflowers, shrubbery, and vines; weed and litter control; operation and management of irrigation systems; pest control; and other landscape maintenance-related work which are essential to maintaining a clean and safe airport environment. All airport stakeholders, including airport tenants, users, and visitors will benefit from the services provided through this contract.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal E, Economic Health, Strategy ii, Small Businesses, by hiring a contractor that has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The initial contract term is for 1 year with four additional 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months and a maximum potential contract sum of \$2,618,851. The total maximum potential contract sum includes 10 percent of the annual contract sum for unforeseen additional work within the scope of the contract. The annual contract sums for each term, if all optional renewal periods are exercised and the 10 percent annual contract sum for additional work is applied for each year, are as follows:

The sum for the initial term is \$369,180.

The sum for the first option term is \$397,055.40.

The sum for the second option term is \$425,457.68.

The sum for the third option term is \$455,968.84.

The sum for the fourth and final option term is \$488,740.92.

The sum for the month-to-month option to extend up to 6 months is \$244,370.46.

These amounts are based on Public Works' estimated annual utilization of the contractor's services at the unit rates quoted. Any unused authorized amounts, up to 25 percent from a previous contract term, will be applied to subsequent renewal terms. The County may also authorize an extension of time to the contract's maximum potential term not-to-exceed 180 days with no additional funding.

Funding for the initial term is included in the Aviation Enterprise Fund (M02) Fiscal Year 2025-26 Budget. Funds to finance the contract's option years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has approved the recommended contract, which has been executed by J. Orozco Enterprises, Inc., dba Orozco Landscape and Tree Company, located in Pomona, California (Enclosure A). The recommended contract agreement was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. This contract's initial term is for 1 year, commencing on December 1, 2025, or upon the Board's approval, whichever occurs last.

A standard service contract was used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure B reflects the bidder's utilization participation and Community Business Enterprise program information. Data regarding the bidder's minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

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

The recommended contractor has agreed to pay its employees the current Living Wage Rate approved by the Board on December 1, 2015, and to comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance provisions apply to this proposed contract, as County employees can perform these contracted services. The contract complies with all of the requirements of the Los Angeles County Code, Section 2.201. In addition, the contractor understands and agrees that the contracted work involves public works as defined by Section 1720 of the California Labor Code. The contractor represents and warrants that they will perform the contracted work in full compliance with the applicable provisions of the California Labor Code relating to payment of prevailing wages.

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

The current contract has a final expiration date of April 30, 2026. The award of this contract will continue the current services by the recommended contractor, which is the current contractor providing these services.

ENVIRONMENTAL DOCUMENTATION

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

CONTRACTING PROCESS

In 2014, 2016, 2019, and 2021, notices of the Request for Statement of Qualifications (RFSQ) were placed on the "Doing Business with Los Angeles County" website (Enclosure C), "Do Business with Public Works" website, and X (formerly Twitter), and advertisements were placed in the Los Angeles Daily Journal, Los Angeles Sentinel, and La Opinión. Also, Public Works informed all registered Local Small Business Enterprises, Disabled Veteran Business Enterprises, Social Enterprises, Community Business Enterprises, independent contractors, various business development centers, and municipalities. The RFSQ is currently open continuous.

The Statement of Qualifications were first reviewed to ensure they met the mandatory requirements outlined in the RFSQ and were then evaluated by an evaluation committee consisting of Public Works' staff utilizing the informed averaging methodology for applicable criteria. The committee's evaluation was based on criteria described in the RFSQ, including experience, work plan, financial resources, performance history/references, and demonstrated controls over labor/payroll recordkeeping. Based on this evaluation from 2014 to present, 11 statements received a passing score and were placed on the qualified contractors list.

On December 16, 2024, Public Works issued an Invitation for Bids soliciting bids from the 11 responsive and responsible vendors on the qualified contractors list.

On January 21, 2025, one bid was received. The bid was evaluated based on the price category. Based on this evaluation, it is recommended that this contract be awarded to the apparent responsive and responsible bidder J. Orozco Enterprises, Inc., dba Orozco Landscape and Tree Company. Public Works determined the contractor's price to be reasonable for the work requested. Public Works notified the applicable union (SEIU Local 721) of this solicitation.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will continue the services without disruption to the public and will not result in the displacement of any County employees as this service is presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Aviation Division.

Respectfully submitted,



MARK PESTRELLA, PE
Director

MP:SK:ao

Enclosures

c: Chief Executive Office (Christine Frias)
County Counsel
Executive Office, Board of Supervisors
Internal Services, Contracts Division

ENCLOSURE

**SERVICE CONTRACT
TRANSPORTATION CORE SERVICE AREA
AWARD OF SERVICE CONTRACT
LANDSCAPE MAINTENANCE SERVICES AT
VARIOUS COUNTY-OWNED AIRPORT FACILITIES
(SUPERVISORIAL DISTRICTS 1, 2, 3, AND 5)
(3-VOTES)**

This Board letter has large enclosures.
Click on the link below to access:

[Landscape Maintenance Services at Various Airports \(Enclosures-FTP Link\)](#)

Agreement



BY AND BETWEEN

LOS ANGELES COUNTY
PUBLIC WORKS

AND

J. OROZO ENTERPRISES INC.
Dba OROZCO LANDSCAPE AND TREE COMPANY

FOR

COUNTY-OWNED AIRPORTS LANDSCAPE SERVICES
(BRC0000526)

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COUNTY-OWNED AIRPORTS LANDSCAPE SERVICES (BRC0000526)

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AGREEMENT FOR
LANDSCAPE MAINTENANCE SERVICES AT VARIOUS
COUNTY-OWNED AIRPORT FACILITIES

THIS AGREEMENT, made and entered into this ____ day of _____, 2025, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and J. Orozco Enterprises, Inc., dba Orozco Landscape and Tree Company, a California Corporation, located at 1419 South East End Avenue, Pomona, California 91766, (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Bid Submission filed with the COUNTY on January 21, 2025, hereby agrees to provide services as described in this Contract for Landscape Maintenance Services at Various County-Owned Airport Facilities.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit A.1, Supplemental Scope of Work; Exhibit A.2, Schedule of Prices; Exhibit A.3, Staffing Plan and Cost Methodology; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary, Exhibit G.1, Service Area Map - Brackett Field Airport; Exhibit G.2, Service Area Map - Compton Woodley Airport; Exhibit G.3, Service Area Map - San Gabriel Valley Airport; Exhibit G.4, Service Area Map - Whiteman Airport; Exhibit G.5, Service Area Map - General William J. Fox Airfield; and Exhibit H, Bid Submission Instructions; the CONTRACTOR'S Statement of Qualifications and Bid Submission, all attached hereto; the Request for Statement of Qualifications (RFSQ) including Exhibits thereto; Addenda to the RFSQ, and the Invitation for Bids (IFB) and Addenda thereto, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Forms PW-2.1 through PW-2.6, an amount not to exceed the maximum potential contract sum of \$2,618,851 for the entire contract period, or such greater amount as the Board may approve (Maximum Contract Sum). The sum for the initial term is \$369,180.00; the sum for the first optional term is \$397,055.40; the sum for the second optional term is \$425,457.68; the sum for the third optional term is \$455,968.84; the sum for the fourth and last optional term is \$488,740.92; and a month-to-month extension up to 6 months at the PW-2.5 rates for \$244,370.46. Any unused authorized amounts up to 25 percent from the previous contract terms will be applied to subsequent renewal terms.

ENCLOSURE A

FOURTH: This Contract's initial term will be for a period of 1 year commencing on December 1, 2025, or upon Board approval, whichever occurs last. The COUNTY will have the sole option to renew this Contract term for up to four additional 1-year periods and six month-to-month extensions for a maximum total Contract term of 5 years and 6 months. Each such option will be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least 10 days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full 1 year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least 10 days prior to the end of a term. Further, in accordance with Section 2.A.3 of Exhibit B, Service Contract General Requirements, the COUNTY may, at its sole discretion, authorize extensions of time to the Contract's term, to the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, provided the aggregate of all such extensions during the life of this Contract will not exceed 180 days. The Director will provide a written notice of nonrenewal at least 10 days before the last day of any term, in which case this Contract will expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR will bill monthly in arrears, for the work performed during the preceding month. Work performed will be billed at the unit rates and prices quoted in Exhibit A.2, Schedule of Prices (Forms PW-2.1-2.6).

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

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

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

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

NINETH: The CONTRACTOR must not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR must monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices

ENCLOSURE A

pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR must immediately notify the Contract Manager in writing. The CONTRACTOR must send written notification to the Contract Manager when this Contract is within 6 months from expiration of the term as provided for hereinabove.

TENTH: No cost-of-living adjustment will be granted for the optional renewal periods.

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

TWELFTH: In the event that there are discrepancies in the work requirements between the Scope of Work from the RFSQ document and this IFB's Scope of Work resulting from the RFSQ (2014-SQPA001), the County shall determine which requirements shall prevail and be binding.

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

FOURTEENTH: Advertising and other external communications about the Project/Contract. Consultant/Contractor shall obtain the County's prior written approval before disclosing or communicating any information concerning the award of the contract, the progress of the work, or the completion of the work, to any non-party, including but not limited to outside media and news organizations. This requirement includes, but is not limited to: (1) a Consultant/Contractor's, application for an award or any other recognition of the Project/Contract; and (2) any advertising or promotion of the Project/Contract and/or the Consultant/Contractor's role on the project. The County retains the sole discretion as to the release of such information, including the right to deny the request for disclosure, the right to direct the timing of the disclosure, and/or the right to direct Consultant/Contractor to make revisions to the information prior to disclosure.

FIFTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings. This CONTRACT may be signed by the Parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or e-mail electronic signatures. Each executed counterpart will be deemed an original. All counterparts, taken together, constitute the executed Agreement.

The Parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format will be legal and binding and will have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. Contractor and County (i) agree that an electronic signature, whether digital or encrypted, of a Party to this Agreement is intended to

ENCLOSURE A

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

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

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

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By *M. Ambrose*
Deputy

 Margaret Ambrose
Type/Print Name

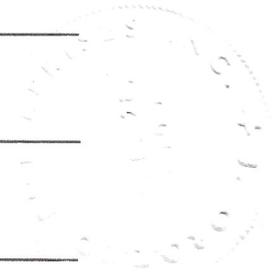
J. OROZCO ENTERPRISES, INC.
DBA: OROZCO LANDSCAPE AND TREE
COMPANY

By *[Signature]*
Its President

 Jose J. Orozco
Type/Print Name

By *[Signature]*
Its Secretary

 Jose J. Orozco
Type/Print Name



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

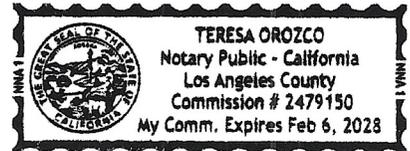
On July 14, 2025 before me, Teresa Orozco, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Teresa Orozco (Seal)



SCOPE OF WORK
COUNTY-OWNED AIRPORTS LANDSCAPE SERVICES

A. Public Works Contract Manager

Public Works Contract Manager will be Mr. Jason Morgan of Aviation Division who may be contacted at (626) 262-2865 or jmorgan@pw.lacounty.gov , Monday through Thursday, 7:00 a.m. to 4:00 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the Contract Manager. The Contractor will be notified in writing when there is a change in the Contract Manager.

B. Work Locations

1. **Brackett Field Airport (POC).**
Total Area: 7.45 acres
Total Planting Area: 2 acres
2. **San Gabriel Valley Airport (EMT).**
Total Area: 4 acres
Total Planting Area: 1.36 acres
3. **Compton Woodley Airport (CPM).**
Total Area: 1.5 acres
Total Planting Area: .41 acres
4. **Whiteman Airport (WHP)**
Total Area: 8 acres
Total Planting Area: 4 acres
5. **General William J. Fox Airfield (WJF)**
Total Area: 30 acres
Total Planting Area: 9.35 acres

Service area maps for the above facilities are provided. See Exhibits G.1 – G.5.

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

C. Request of Work from Contractor

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

D. Contract Cost

All services required in this Exhibit A, Scope of Work, shall be included in the price quoted by the Contractor in Form PW-2.1 – 2.6, Schedule of Prices, unless stated otherwise in the Contract.

E. Work Description

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

The costs to provide landscape services (items 1-9 below) at these 5 locations are to be included in the lump sum price in Form PW-2.1 – 2.6, Schedule of Prices.

Please note, should an inconsistency be determined between the Scope of Work and the Performance Requirements Summary (Exhibit F), the higher service level in the judgment of Public Works will prevail.

The Contract Manager may authorize the Contractor to perform additional work including, but not limited to, performing repairs and replacements when the need for such work arises out of unforeseen incidents such as vandalism, acts of God, third-party negligence, or any other unanticipated need. If the Contract Manager determines such additional work can be obtained in whole or in part by temporarily modifying the Contractor's tasks and work schedules, he or she may direct such modification.

1. Tree Trimming and Care

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

15 feet for pedestrian areas and 15 feet for vehicular roadways.

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

2. Shrubbery/Vines Trimming and Care

- a. Contractor shall trim shrubbery and vines only to restrict growth of

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

- b. Contractor shall trim the shrubs at the access gates a minimum of once a year during the month of March and as required during the rest of the year to ensure they do not grow taller than 4 feet. These shrubs shall be trimmed no shorter than 3 1/2 feet in height.
- c. Contractor shall remove and dispose of all dead or diseased plant materials as the condition develops.
- d. Contractor shall furnish all labor, supervision, equipment, and general materials for this work. Public Works will reimburse the Contractor for plants purchased provided the Contractor attaches receipts showing the price of the items. The Contractor will not receive a markup for purchases made to complete the work for this item.

3. Ground Cover Trimming and Care

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

4. Ornamental Grass Trimming and Care

Contractor shall trim vines and ornamental grass in an artisan-like manner, without scalping, and in a way to keep them from growing onto access roads or private property. Vines and ornamental grass shall be trimmed once a year during the month of September.

5. Weed Control

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

Contractor shall keep all landscape areas, including shrubbery, ground cover, rock areas, gravel areas, and ornamental areas

weed free at all times. All perennial weeds, morning glory, vine-like weeds, ragweed, or other underground spreading weed shall be kept under strict control. Weeds may be removed by hand or by cultivation where appropriate. **The Contractor shall not use any herbicides for weed control under this Contract.** Contractor shall weed at least once a week. Contractor shall annually replenish mulch within the watering ring around the trunk. Mulch shall be evenly applied to a depth of 3 to 4 inches. No mulch shall be placed within 2 inches of a trunk.

b. Stone, Mulch and Decomposed Granite Areas

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

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

c. Paved Areas

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

d. Stream and Pond Areas

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

6. Litter Control

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

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

7. Watering and Irrigation System Management

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

The irrigation system is automatically controlled through electrically powered or solar powered irrigation controllers and remote-control valves. All irrigation systems for ground cover, shrubs, and trees are a combination of permanent, below ground, water-conserving drip systems, and overhead spray systems.

a. Irrigation

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

supplementary to continue the manual manipulation or may decide to terminate the supplemental irrigation.

b. Irrigation System - Inspection and Maintenance

- i. Contractor shall be responsible for the inspection and maintenance of the entire irrigation system and for specific repairs/replacements as noted in Exhibit A, Scope of Work. The County will be responsible for the repair or replacement of broken/worn-out components of the irrigation system, including but not limited to: automatic controllers, backflow devices, gate valves, flow sensors, pressure regulators, wye strainers, filters, quick couplers, etc. The County will also be responsible for the inspection/certification of the mainline backflow devices located at each water service meter.
- ii. To ensure the operability and the correct adjustment of the irrigation system, Contractor shall cycle controller(s) through each station manually and automatically to check the function of all facets of the irrigation system, report any damage or incorrect operation to the CM, and include that information on the monthly maintenance report. This inspection shall be performed once a month or more frequently if problems/conditions indicate a need. Beyond regular testing, irrigation systems shall be tested/inspected as necessary when damage is suspected, observed, or reported to the Contractor by Public Works. The cost for these additional inspections is to be included in the lump sum price on Form PW-2.1 – 2.6, Schedule of Prices.

c. Contractor shall perform the following tasks:

- i. Repair or replace damaged bubbler heads and risers, as necessary.
- ii. Clean or replace clogged bubbler heads and risers, as necessary.
- iii. Clean or replace clogged or damaged drip line emitters.
- iv. Immediately repair/replace all broken drip lines or emitters, which are causing a loss of water, creating ponding or erosion.
- v. Maintain the filters for the drip system to help prevent the

emitters from clogging. All filters at remote control valves shall be inspected and cleaned every two months. The location of any filter found to be worn out during this inspection shall be reported to the CM within one week of the discovery and also included on the required monthly maintenance report. The drip system filters are located within vaults located at the bottom of the backslope.

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

8. Rodent Control

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

All Contractor work involving the use of chemicals shall be in compliance with all Federal, State, and local laws and shall be accomplished by a California Certified Applicator under the direction of a licensed Pest

Control Advisor. In compliance with the California Food and Agricultural Code, the Contractor shall provide the CM with a copy of the valid Pest Control Applicator's and Pest Control Advisor's licenses prior to using any and all applicable chemicals within the area(s) to be maintained. Contractor shall provide proof of registration as a Pest Control Business from the Los Angeles County Agricultural Commissioner's office for the current year and maintain it for the duration of the Contract.

9. Monthly Maintenance Reports

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

10. On-Call Items (Only to be performed with Public Works' prior approval)

Upon approval by the CM, the following on-call services can be performed at County owned Airports.

a. Manual Operation of Irrigation System Past the Required 30-Day Period.

If Public Works approves manual operation of the irrigation system past the 30-day period, the Contractor will be reimbursed at the hourly rate for personnel to manually operate the system. The County will not pay for preparation or travel time to and from the jobsite, only the actual time spent manually operating the irrigation system. The Contractor's schedule for operating the irrigation system manually shall be preapproved by the CM as part of the approval for the Contractor to manually operate the irrigation system. The hourly cost to manually operate the irrigation system, within the required 30-day period, is not to be included in the total

proposed price for item B.1.a. The cost for manual operation of the irrigation system past the 30-day period is to be included in Form PW-2.1 – 2.6, Schedule of Prices, Item B.1.a, "Manual operation of irrigation system past the required 30-day period."

b. Irrigation System Repairs

The County may at its discretion have the Contractor make additional repairs and/or replacements to the irrigation system. Contractor will be paid at the hourly rate indicated Form PW-2.1 – 2.6, Schedule of Prices, Item B.1.b. The County will not pay for preparation time or travel time to and from the jobsite for these repairs. For work described in this paragraph, Contractor will be reimbursed of the actual cost for parts provided by the Contractor to make repairs upon receipt of an invoice to the CM.

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

i. Contractor shall remove all dead or diseased plant materials as the condition develops. Upon request by the CM, Contractor shall replace dead or damaged plant materials. The Contractor's labor for plant replacement work shall be the hourly rate (indicated in Form PW-2.1 – 2.6, Schedule of Prices, Item B.1.c., Contractor shall furnish all labor, supervision, equipment, and general materials for this work. Upon approval of CM, Public Works will reimburse the Contractor for plants purchased provided the Contractor attaches receipts showing the price of the items. The Contractor will not receive a markup for purchases made to complete the work for this item.

ii. Upon request by the CM, Contractor shall replace dead or damaged plant materials twice a year, first at the beginning of the rainy season (September) and the second at the beginning of the spring season (March). The Contractor shall place a 3-to 4-inch layer of mulch within the watering ring around the trunk. No mulch shall be placed within 2 inches of the trunk. The cost of replacing dead and damaged plant materials shall be at the hourly rate indicated in Forms PW-2.1 – 2.6, Schedule of Prices, B.1.c.

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

Major tree trimming, such as tree, stump and root removal shall include all other types of tree trimming other than those specified in Tree Trimming and Care (Section E.1) and will be paid at the hourly rate listed in PW-2.1 – 2.6, Schedule of Prices, Item B.2.d. The County will not pay for preparation time or travel time to and from the jobsite for these requests. Contractor shall complete major tree trimming as requested by the CM. The Contractor shall use an International Society of Arboriculture (ISA) Certified Arborist to directly oversee any major tree trimming, tree removal and stump and root removal and ISA Certified Tree Workers to perform any major tree trimming and tree removal. The Contractor is subject to the provisions of Section K of this Exhibit.

e. After Hours Emergency to Shut Off Water

Contractor shall respond to requests received from Public Works, pertaining to waterline breaks, etc., requiring an emergency response to shut off water or turn off the irrigation system (other than normal working hours). Contractor will be reimbursed for each emergency response at the flat rate under PW-2.1 – 2.6, Schedule of Prices, Item B.3.e.

f. Hydroseeding and Erosion Control

Contractor shall complete hydroseeding and erosion control services as requested by the CM. Hydroseeding and erosion control services will be paid at the hourly rate listed in PW-2.1 – 2.6, Schedule of Prices, Item B.4.f. The County will reimburse the Contractor for parts and materials including, but not limited to, seeds and erosion control devices, provided Contractor has obtained CM's prior written approval of Contractor's written estimate. The Contractor shall submit an invoice with attached applicable receipts for a particular service request to the CM. The Contractor will not receive a markup for purchases made to complete the work for this item. The County will not pay for preparation time or travel time to and from the jobsite for these services.

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

1. Evaluation of site conditions shall be performed to select appropriate hydroseeding mixture.

2. All seeds shall be in conformance with the California State Seed Law of the Department of Agriculture.
3. Installation:
 - a. Contractor shall have previous knowledge of hydroseeding.
 - b. Obtain approval of planting area from CM.
 - c. Remove all vegetation (except as instructed by CM), stumps, roots, and stones (larger than 1 inch in diameter) and all harmful materials.
 - d. Grade area to present a neat and uniform appearance. Finish grade to be 1 inch below adjacent paving.
 - e. Any slurry sprayed on plants, wall, pavement, or equipment as a result of hydroseeding shall be cleaned to the satisfaction of CM.
 - f. Inspection – Notify CM one week prior to completion. The CM shall inspect and accept the completed works.
4. Contractor shall inspect hydroseeded slopes and areas weekly before and after rainfall events. Inspect hydroseeded slopes and areas every 24 hours during extended rainfall events during the initial planting season up to four months.
5. All areas shall be inspected for failure and reseeded, fertilized, and mulched within the planting season, using not less than half the original application rates.
 - a. Temporary vegetation that does not provide adequate cover must be reapplied as required by the engineer.
6. Contractor is responsible for maintaining all slopes to prevent erosion for the duration of the project or per Contract Special Provisions. This includes, but is not limited to, purchase and installation of erosion control

devices (i.e., straw waddles, etc.).

- a. For slopes in excess of 3:1, a mulch stabilizer such as soilLoc, or an approved equal, shall be applied to the mulch at a recommended rate by the manufacturer and approved by the Agency.

F. Hours and Days of Service

Hours of services shall be primarily performed within the 7:00 a.m. to 4:00 p.m. time period, Monday through Friday, each week, except County observed holidays, at which time the service shall be done before or after such holiday. Work hours may be altered, when necessary, with the approval of the Contract Manager.

Holidays Observed by the County of Los Angeles are:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Indigenous People's Day
Presidents' Day	Veterans Day
Cesar Chavez Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth Day	Christmas Day
Independence Day	

G. Utilities

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

H. Storage Facilities

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

I. Removal of Debris

All debris derived from these services shall be removed from Public Works property and become the property of the Contractor. The Contractor shall dispose of all debris from these services in a legally established area appropriate for the type of debris being disposed and in compliance with all applicable Federal, State and local legal requirements. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this

Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System (NPDES) Permit.

The Contractor is advised that due to the nature of this Contract, discarded hazardous waste may be encountered or created during the performance of this Contract. In the event an unknown substance or hazardous material is discovered, the Contractor shall immediately notify the CM. The Contractor shall NOT attempt to remove any hazardous waste or perform any type of hazardous waste remediation not included under the Scope of Work of this Contract, including identifying, containing, cleaning, moving, disposing, etc. The Contractor shall exercise extreme caution in the event unknown waste is encountered.

J. Special Safety Requirements

1. All Contractor's operators shall be expected to observe all applicable State of California Occupational Safety, Health Administration (Cal/OSHA), and Public Works' safety requirements while at Public Works' jobsites.
2. Contractor staff shall wear hard hats at all times. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.
3. The contractor shall inspect and identify, any condition(s) that renders any portion of the jobsite unsafe. Contractor shall notify the Contractor manager immediately when a condition threatens imminent injury to the public or damage to property. The Contractor shall be responsible for blocking any unsafe areas by using barricades or traffic cones to alert the public of the existence of hazards and to protect members of the public or others from injury. The Contractor shall cooperate fully with Public Works in the investigation of any accidental injury or death occurring on the premises, including a complete written report to the Contract Manager within five days following the occurrence.
4. Special emphasis shall be placed on public safety during landscape maintenance operations, particularly when adjacent to roadways, sidewalks, and bicycle trails. Contractor shall be responsible for providing all necessary safety measures to ensure public safety within the limits of or adjacent to each particular service.

Contractor shall do the following for safety issues:

- a. Public Safety: Contractor shall perform a prework survey to identify potential safety issues and, if any are found, address them before work starts; if any hazards are found, the Contractor will report to

the County's Contract Manager; if the hazards are potentially harmful or pose imminent risk to the public, contact 911.

- b. Emergency Response: The Contractor shall call 911 when the emergency involves injury to a member of the public, stay with the injured person until help arrives if doing so does not pose a risk to the County or Contractor staff, and direct emergency services to the injured person, if practical, and secure the site to restrict the public from going through the area. When needed, use appropriate signage and delineations.
 - c. Contractor shall file a County of Los Angeles Non-Employee Injury Report form to document the incident and injuries to the public and transmit the forms to Contract Manager (CM) within two business day or first day of the next business week. CM will provide the report form.
 - d. Contractor shall submit a project safety plan and provide training to employees on the above provisions.
5. All herbicide applications shall be under the direct supervision of a Commercial Applicator certified by the State of California.

K. Integrated Pest Management Program Compliance

Contractor shall certify that it has reviewed, understands, and will adhere to the County's Integrated Pest Management (IPM) Program (the Program) requirements set forth at: www.lacountyipm.org. As further explained in the website, a requirement of the Program is to reduce the unnecessary use and impact of pesticides and fertilizers to storm water (surface water).

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.

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:

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

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 shall 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 31). For each pesticide, the summary shall include all of the following:

1. Product trade name
2. Active ingredient(s)
3. EPA Registration Number
4. Total amount used

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

L. AB 939 County Diversion Requirements

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

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

M. Responsibilities of the Contractor

Contractor shall:

1. Have a minimum of 3 years of experience providing landscape maintenance services.

2. Ensure that its on-site supervising employees assigned to this contract have a minimum of three years of experience performing supervising landscape maintenance services. Contractor's change in on-site supervisors shall be reported to the CM. The Contractor shall submit the proposed on-site supervisors' replacements resume to the CM for preapproval.
3. Ensure to assign the number of required fulltime equivalent staff and mandatory minimum hours per week for each landscape worker and working foreman at each airport.
4. Ensure to maintain a valid and active State of California Contractor's Class C-27, Landscape Contractor License.
5. Ensure to maintain a valid and active State of California Department of Pesticide Regulation, Pest Control Business license.
6. Ensure to maintain that contractor's employee(s) hold a valid and active State of California Qualified Applicator license.
7. Ensure to maintain a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.
8. Furnish all supervision, labor, material, tools, equipment, transportation, and other items needed to perform landscape services as outlined herein.
9. Ensure uniforms are worn by employees on the job at all times.
10. Ensure onsite supervisors speak, read, write, and understand English.
11. Provide sufficient landscape personnel with the skills, training, and experience necessary to perform the various landscape activities in a professional manner. The Contractor shall ensure all personnel working on the irrigation system are fully trained in all phases of landscape irrigation systems (including drip systems) and can readily identify and isolate problems. Whenever applicable, the Contractor shall use a certified arborist, certified horticulturist, certified Pest Control Applicators, and Pest Control Adviser, approved by Public Works for providing directions during maintenance (e.g., for tree trimming, shrubbery pruning, slope cutting, fertilizing, disease, and pest recommendations).
12. Use a California Certified Applicator under the direction of a licensed

Pest Control Advisor, when using chemicals or rodenticide for rodent control.

13. Ensure that all equipment used is adjusted properly and adequately sharp. The Contractor shall not use climbing spurs.
14. Repair any damage to Public Works facilities resulting from the Contractor's work including, but not limited to, irrigation systems, fences, gates, and access road pavement.
15. Remove all trimmings, debris, trash, and properly dispose of them off-site at the end of each work day. Also, all roadways, driveways, and sidewalks adjacent to each landscape operation shall be cleaned immediately following each landscape operation.
16. Inspect all landscaped areas for disease and insect infestation that could cause damage to the plant materials during each landscape maintenance activity. The CM shall be notified by the end of the week of any disease or insect infestation detected by the Contractor. The infestations shall also be reported on the monthly maintenance report. The cost for this inspection shall be included in Form PW-2.1 – 2.6, Schedule of Prices, Item Nos. A.1 through A.5.
17. Inspect all sites for erosion during each maintenance activity. All erosion 6 inches or deeper shall be reported to the CM at the end of each week and also reported on the monthly maintenance report.

N. Responsibilities of Public Works

Public Works will be responsible for the following:

1. The County may perform periodic inspections of the work location(s) as determined necessary or requested by the CM. The CM may accompany the Contractor's crews conducting work and serve as an observer and quality control person at the jobsite.
2. Reviewing and processing all inspection/maintenance report results for completeness and accuracy of reporting. If any work referenced in Exhibit A, Scope of Work, Section E, Work Description, and Section N, Responsibilities of the Contractor, are not done properly, the CM will not approve the work for payment and will order the work be redone.

O. Additional Work/Location(s)

Additional work/location(s) may be added during the Contract period. Upon request by the Contract Manager, the Contractor may perform additional work including, but not limited to, adding service areas, repairing and restoring landscape areas due to unforeseen incidents, such as vandalism, acts of God, third-party negligence, or any other unanticipated need. The Contractor shall provide a written quotation for any additional work/location(s) based on the rates quoted in the applicable Schedule of Prices (Form PW-2.1-2.6) for each general Contract area, using the location(s) that most closely correspond to or are adjacent to the additional location(s). The Contractor shall be paid for additional work/locations at the rates provided in the Contract's Schedule of Prices (Form PW-2.1-2.6). Upon Contract Manager's negotiation and acceptance of the Contractor's written quotation, the additional work/location(s) may be added to the Contract notwithstanding the following:

1. If the Contract Manager determines such additional work can be obtained in whole or in part by temporarily modifying the Contractor's tasks and work schedules, the Contract Manager may authorize such modification.
2. Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. The hourly labor units/rates quoted in the estimate shall be in accordance with those identified in the Contract's Schedule of Prices. All unit prices shall include the Contractor's costs including but not limited to overhead, insurance, supplies, equipment, transportation, travel time and other miscellaneous costs. The hours quoted in the estimate shall include only the time the Contractor is at the job site performing work.

No additional work shall commence without written authorization from the Contract Manager. However, when a condition threatens imminent injury to the public or damage to property, the Contract Manager may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within 24 hours after receiving a verbal or e-mail authorization, the Contractor shall submit a written estimate to the Contract Manager for approval.

3. The markups specified in Section P, Pass-Through shall be considered as inclusive of the Contractor's labor costs for personnel not working directly on the additional work, including the cost of any tools and equipment which they may use. Such costs shall not be reported as labor or equipment costs elsewhere except when they are used in the performance of the additional work.
4. All additional work/services provided herein shall commence on the

specified date established. The Contractor shall proceed diligently to complete said work within the time allotted.

P. Pass – Through

County recognizes that during the term of this Contract, there may be needed repairs or modifications to the service locations resulting from accident, storm, neglect, or other causes that are beyond the control of the Contractor and have not been identified elsewhere in this Contract. In order to be eligible for pass-through costs, the Contractor shall present the required Scope of Work to be performed and the cost to restore the landscape and/or irrigation to the original or improved state to the CM for consideration within 15 days of damage. The Contractor shall obtain CM's approval of the work to be performed and cost, in writing, prior to commencing of any work. Claims for payment of pass-through costs shall include all supporting documentation of costs, approvals, and copies of vendor invoices.

Q. Water Pollution

National Pollutant Discharge Elimination System

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

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

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

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

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

R. Project Safety Official

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

S. Gratuities

1. Contractor is advised that it is improper for any County officer, employee, or agent to solicit consideration, in any form, from Contractor with the implication, suggestion, or statement that Contractor's provision of the consideration, or failure to provide consideration, may cause favorable or unfavorable treatment, respectively, for the Contractor relating to the amendment or extension of the Contract or the making of any determinations with respect to Contractor's performance under this Contract. A Contractor shall not offer or give, either directly or through an intermediary, such improper consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment as described herein.
2. A Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.
4. Note that Contractor's failure to adhere to this requirement could subject this Contract to termination for improper consideration under Section 3 Termination/Suspensions of Exhibit B.

T. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the

Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.

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

complete work within the time specified unless otherwise provided in this Contract, or approved by Contract Manager.

4. In addition to the above, Public Works may use Exhibit F, Performance Requirements Summary, to evaluate Contractor's performance. Please note, should an inconsistency be determined between the Scope of Work, Liquidated Damages, and the Performance Requirements Summary (Exhibit F), the higher service level in the judgment of Public Works shall prevail.

U. Federally Funded Work

This provision will apply when federally funded or potentially federally funded work is needed by County. In accordance with Federal Executive Order 12549 and 12689 (Debarment and Suspension), individuals or entities that have been debarred by the Federal government may not receive work under this Contract as a Contractor or Subcontractor. Contractors and/or Subcontractors listed on the governmental exclusions in the System for Award Management (SAM) are not eligible to receive federally funded work under this contract. See Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension". The SAM exclusions contains the names of parties debarred, suspended, or otherwise excluded by Federal agencies as well as parties declared ineligible under statutory or regulatory authority.

For federally funded work, the Contract Manager will, before assigning work to the Contractor, verify that the Contractor is not listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects. For your reference, a List of Debarred Contractors by U.S. Department of Labor's (DOL) Office of Federal Contract Compliance Programs (OFCCP) may be obtained by going to the following website: <https://sam.gov/content/home>.

If the Contractor is listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects, then said Contractor will not be offered the work. The Contract Manager will notify the Contractor of their negative standing in the SAM. The Contract Manager will also notify the Contractor of their ineligibility to receive any federally funded work under this contract, until the Contractor is able to satisfactorily correct the issue. The Contractor shall notify the Contract Manager when the Contractor has corrected their negative standing in the SAM, and the Contractor is no longer listed on the governmental exclusions in the SAM.

If the Contractor is not listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects, Public Works may offer said Contractor the federally funded work.

**SCHEDULE OF PRICES
 FOR
 COUNTY-OWNED AIRPORTS LANDSCAPE SERVICES (BRC0000526)**

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

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

<u>Item</u>	<u>Task Description</u>	<u>Total Acres</u>	<u>Monthly Price</u>	<u>No. of Months</u>	<u>Annual Proposed Price</u> (Monthly Price X 12)
A.	Provide weekly Landscape Maintenance Services according to Exhibit A.1, Scope of Work, for the following locations (See Exhibit A.1, Scope of Work, Section E. Work Description for additional information). Please refer to Exhibit G.1 to G.5, for Service Area Map of each Airport.				
	1. Brackett Field Airport (POC)	2	\$ 3,515.00	12	\$ 42,180.00
	2. San Gabriel Valley Airport (EMT)	1.36	\$ 3,990.00	12	\$ 47,880.00
	3. Compton Woodley Airport (CPM)	0.41	\$ 2,610.00	12	\$ 31,320.00
	4. Whiteman Airport (WHP)	4	\$ 5,985.00	12	\$ 71,820.00
	5. General William J. Fox Airfield (WJF)	9.35	\$ 5,890.00	12	\$ 70,680.00
	Total Acres	17.12			
Total Annual Proposed Price for Item A (A.1 + A.2 + A.3 + A.4 + A.5)					\$ 263,880.00

<u>Item</u>	<u>Task Description</u>	<u>Unit Rate for Work</u>	<u>Annual Proposed Cost</u> <i>(Unit Rate x No. of Units)</i>
B.	On-Call Items (Only to be performed with Public Works' prior approval). Exhibit A.1, Section E.10. a-f		
B.1	a. Manual Operation of Irrigation System Past the Required 30-Day Period	50.00 per \$ man hour x 500 Hours	\$ 25,000.00
	b. Irrigation System Repairs	50.00 per \$ man hour x 500 Hours	\$ 25,000.00
	c. Replant Trees, Shrubs, Ground Cover, Plants, etc. (See Exhibit A.1, Section E.10.a-c)	45.00 per \$ man hour x 500 Hours	\$ 22,500.00
B.2	d. Major Tree-Trimming; Tree, Stump and Root Removal (See Exhibit A.1, Section E.10.d)	\$ 115.00 per man hour x 100 Hours	\$ 11,500.00
B.3	e. After-Hours Emergency to Shut Off Water, each. (See Exhibit A.1, Section E.10.e)	\$ 94.00 per man hour x 100 Each	\$ 9,400.00
B.4	f. Hydroseeding and Erosion Control (See Exhibit A.1, Section E.10.f) <i>Note: Public Works will reimburse seed material and erosion control devices at no mark-up.</i>	119.00 per hour for \$1 driver, 1 laborer x 100 Hours	\$ 11,900.00
Total Annual Proposed Price for Item B (B.1 + B.2 + B.3 + B.4)			\$ 105,300.00
Total Annual Proposed Price for Items A & B			\$ 369,180.00

**SCHEDULE OF PRICES
FOR
COUNTY-OWNED AIRPORTS LANDSCAPE SERVICES (BRC0000526)**

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

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

<u>Item</u>	<u>Task Description</u>	<u>Total Acres</u>	<u>Monthly Price</u>	<u>No. of Months</u>	<u>Annual Proposed Price</u> (Monthly Price X 12)
A.	Provide weekly Landscape Maintenance Services according to Exhibit A.1, Scope of Work, for the following locations (See Exhibit A.1, Scope of Work, Section E. Work Description for additional information). Please refer to Exhibit G.1 to G.5, for Service Area Map of each Airport.				
	6. Brackett Field Airport (POC)	2	\$ 3,796.20	12	\$45,554.40
	7. San Gabriel Valley Airport (EMT)	1.36	\$4,309.20	12	\$ 51,710.40
	8. Compton Woodley Airport (CPM)	0.41	\$ 2,818.80	12	\$ 33,825.60
	9. Whiteman Airport (WHP)	4	\$6,463.80	12	\$77,565.60
	10. General William J. Fox Airfield (WJF)	9.35	\$ 6,361.20	12	\$ 76,334.40
	Total Acres	17.12			
Total Annual Proposed Price for Item A (A.1 + A.2 + A.3 + A.4 + A.5)					\$ 284,990.40

EXHIBIT A.2
FORM PW-2.2
(OPTION YEAR 1)

<u>Item</u>	<u>Task Description</u>	<u>Unit Rate for Work</u>	<u>Annual Proposed Cost</u> <i>(Unit Rate x No. of Units)</i>
B.	On-Call Items (Only to be performed with Public Works' prior approval). Exhibit A.1, Section E.10. a-f		
B.1	g. Manual Operation of Irrigation System Past the Required 30-Day Period	54.00 per \$ man hour x 500 Hours	\$ 27,000.00
	h. Irrigation System Repairs	\$54.00 per \$ man hour x 500 Hours	\$ 27,000.00
	i. Replant Trees, Shrubs, Ground Cover, Plants, etc. (See Exhibit A.1, Section E.10.a-c)	47.25 per \$ man hour x 500 Hours	\$ 23,625.00
B.2	j. Major Tree-Trimming; Tree, Stump and Root Removal (See Exhibit A.1, Section E.10.d)	120.75 per \$ man hour x 100 Hours	\$ 12,075.00
B.3	k. After-Hours Emergency to Shut Off Water, each. (See Exhibit A.1, Section E.10.e)	98.70 per \$ man hour x 100 Each	\$ 9,870.00
B.4	l. Hydroseeding and Erosion Control (See Exhibit A.1, Section E.10.f) <i>Note: Public Works will reimburse seed material and erosion control devices at no mark-up.</i>	124.95 per hour for \$ 1 driver, 1 laborer x 100 Hours	\$ 12,495.00
Total Annual Proposed Price for Item B (B.1 + B.2 + B.3 + B.4)			\$ 112,065.00
Total Annual Proposed Price for Items A & B			\$ 397,055.40

**SCHEDULE OF PRICES
FOR
COUNTY-OWNED AIRPORTS LANDSCAPE SERVICES (BRC0000526)**

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

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

<u>Item</u>	<u>Task Description</u>	<u>Total Acres</u>	<u>Monthly Price</u>	<u>No. of Months</u>	<u>Annual Proposed Price</u> (Monthly Price X 12)
A.	Provide weekly Landscape Maintenance Services according to Exhibit A.1, Scope of Work, for the following locations (See Exhibit A.1, Scope of Work, Section E. Work Description for additional information). Please refer to Exhibit G.1 to G.5, for Service Area Map of each Airport.				
	11. Brackett Field Airport (POC)	2	\$ 4,099.90	12	\$ 49,198.80
	12. San Gabriel Valley Airport (EMT)	1.36	\$ 4,653.94	12	\$ 55,847.28
	13. Compton Woodley Airport (CPM)	0.41	\$ 3,044.30	12	\$ 36,531.60
	14. Whiteman Airport (WHP)	4	\$ 6,980.90	12	\$ 83,770.80
	15. General William J. Fox Airfield (WJF)	9.35	\$ 6,870.10	12	\$ 82,441.20
	Total Acres	17.12			
Total Annual Proposed Price for Item A (A.1 + A.2 + A.3 + A.4 + A.5)					\$ 307,789.68

EXHIBIT A.2
FORM PW-2.3
(OPTION YEAR 2)

<u>Item</u>	<u>Task Description</u>	<u>Unit Rate for Work</u>	<u>Annual Proposed Cost</u> <i>(Unit Rate x No. of Units)</i>
B.	On-Call Items (Only to be performed with Public Works' prior approval). Exhibit A.1, Section E.10. a-f		
B.1	m. Manual Operation of Irrigation System Past the Required 30-Day Period	56.70 per \$ man hour x 500 Hours	\$ 28,350.00
	n. Irrigation System Repairs	56.70 per \$ man hour x 500 Hours	\$ 28,350.00
	o. Replant Trees, Shrubs, Ground Cover, Plants, etc. (See Exhibit A.1, Section E.10.a-c)	49.61 per \$ man hour x 500 Hours	\$ 24,805.00
B.2	p. Major Tree-Trimming; Tree, Stump and Root Removal (See Exhibit A.1, Section E.10.d)	126.79 per \$ man hour x 100 Hours	\$ 12,679.00
B.3	q. After-Hours Emergency to Shut Off Water, each. (See Exhibit A.1, Section E.10.e)	103.64 per \$ man hour x 100 Each	\$ 10,364.00
B.4	r. Hydroseeding and Erosion Control (See Exhibit A.1, Section E.10.f) <i>Note: Public Works will reimburse seed material and erosion control devices at no mark-up.</i>	131.20 per hour for \$1 driver, 1 laborer x 100 Hours	\$ 13,120.00
Total Annual Proposed Price for Item B (B.1 + B.2 + B.3 + B.4)			\$ 117,668.00
Total Annual Proposed Price for Items A & B			\$ 425,457.68

**SCHEDULE OF PRICES
FOR
COUNTY-OWNED AIRPORTS LANDSCAPE SERVICES (BRC0000526)**

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

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

<u>Item</u>	<u>Task Description</u>	<u>Total Acres</u>	<u>Monthly Price</u>	<u>No. of Months</u>	<u>Annual Proposed Price</u> (Monthly Price X 12)
A.	Provide weekly Landscape Maintenance Services according to Exhibit A.1, Scope of Work, for the following locations (See Exhibit A.1, Scope of Work, Section E. Work Description for additional information). Please refer to Exhibit G.1 to G.5, for Service Area Map of each Airport.				
	16. Brackett Field Airport (POC)	2	\$4,427.89	12	\$ 53,134.68
	17. San Gabriel Valley Airport (EMT)	1.36	\$5,026.26	12	\$ 60,315.12
	18. Compton Woodley Airport (CPM)	0.41	\$3,287.84	12	\$39,454.08
	19. Whiteman Airport (WHP)	4	\$7,539.37	12	\$90,472.44
	20. General William J. Fox Airfield (WJF)	9.35	\$7,419.71	12	\$ 89,036.52
	Total Acres	17.12			
Total Annual Proposed Price for Item A (A.1 + A.2 + A.3 + A.4 + A.5)					\$ 332,412.84

<u>Item</u>	<u>Task Description</u>	<u>Unit Rate for Work</u>	<u>Annual Proposed Cost</u> <i>(Unit Rate x No. of Units)</i>
B.	On-Call Items (Only to be performed with Public Works' prior approval). Exhibit A.1, Section E.10. a-f		
B.1	s. Manual Operation of Irrigation System Past the Required 30-Day Period	59.54 per \$ man hour x 500 Hours	\$ 29,770.00
	t. Irrigation System Repairs	59.54 per \$ man hour x 500 Hours	\$ 29,770.00
	u. Replant Trees, Shrubs, Ground Cover, Plants, etc. (See Exhibit A.1, Section E.10.a-c)	52.09 per \$ man hour x 500 Hours	\$ 26,045.00
B.2	v. Major Tree-Trimming; Tree, Stump and Root Removal (See Exhibit A.1, Section E.10.d)	133.13 per \$ man hour x 100 Hours	\$ 13,313.00
B.3	w. After-Hours Emergency to Shut Off Water, each. (See Exhibit A.1, Section E.10.e)	108.82 per \$ man hour x 100 Each	\$ 10,882.00
B.4	x. Hydroseeding and Erosion Control (See Exhibit A.1, Section E.10.f) <i>Note: Public Works will reimburse seed material and erosion control devices at no mark-up.</i>	137.76 per hour for \$1 driver, 1 laborer x 100 Hours	\$ 13,776.00
Total Annual Proposed Price for Item B (B.1 + B.2 + B.3 + B.4)			\$ 123,556.00
Total Annual Proposed Price for Items A & B			\$ 455,968.84

**SCHEDULE OF PRICES
FOR
COUNTY-OWNED AIRPORTS LANDSCAPE SERVICES (BRC0000526)**

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

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

<u>Item</u>	<u>Task Description</u>	<u>Total Acres</u>	<u>Monthly Price</u>	<u>No. of Months</u>	<u>Annual Proposed Price</u> (Monthly Price X 12)
A.	Provide weekly Landscape Maintenance Services according to Exhibit A.1, Scope of Work, for the following locations (See Exhibit A.1, Scope of Work, Section E. Work Description for additional information). Please refer to Exhibit G.1 to G.5, for Service Area Map of each Airport.				
	21. Brackett Field Airport (POC)	2	\$4,782.12	12	\$57,385.44
	22. San Gabriel Valley Airport (EMT)	1.36	\$5,428.36	12	\$65,140.32
	23. Compton Woodley Airport (CPM)	0.41	\$3,550.87	12	\$42,610.44
	24. Whiteman Airport (WHP)	4	\$8,142.52	12	\$97,710.24
	25. General William J. Fox Airfield (WJF)	9.35	\$8,013.29	12	\$96,159.48
	Total Acres	17.12			
Total Annual Proposed Price for Item A (A.1 + A.2 + A.3 + A.4 + A.5)					\$359,005.92

<u>Item</u>	<u>Task Description</u>	<u>Unit Rate for Work</u>	<u>Annual Proposed Cost</u> <i>(Unit Rate x No. of Units)</i>
B.	On-Call Items (Only to be performed with Public Works' prior approval). Exhibit A.1, Section E.10. a-f		
B.1	y. Manual Operation of Irrigation System Past the Required 30-Day Period	62.52 per \$ man hour x 500 Hours	\$ 31,260.00
	z. Irrigation System Repairs	62.52 per \$ man hour x 500 Hours	\$ 31,260.00
	aa. Replant Trees, Shrubs, Ground Cover, Plants, etc. (See Exhibit A.1, Section E.10.a-c)	54.69 per \$ man hour x 500 Hours	\$ 27,345.00
B.2	bb. Major Tree-Trimming; Tree, Stump and Root Removal (See Exhibit A.1, Section E.10.d)	139.79 per \$ man hour x 100 Hours	\$ 13,979.00
B.3	cc. After-Hours Emergency to Shut Off Water, each. (See Exhibit A.1, Section E.10.e)	114.26 per \$ man hour x 100 Each	\$ 11,426.00
B.4	dd. Hydroseeding and Erosion Control (See Exhibit A.1, Section E.10.f) <i>Note: Public Works will reimburse seed material and erosion control devices at no mark-up.</i>	144.65 per hour for \$ 1 driver, 1 laborer x 100 Hours	\$ 14,465.00
Total Annual Proposed Price for Item B (B.1 + B.2 + B.3 + B.4)			\$ 129,735.00
Total Annual Proposed Price for Items A & B			\$ 488,740.92

FORM PW-2.6

**SUMMARY SHEET OF SCHEDULE OF PRICES
FOR COUNTY-OWNED AIRPORTS LANDSCAPE SERVICES (BRC0000526)**

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

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

NOTE: Bidder must provide pricing for ALL contract terms including the 4th term. Any submitted bid that does not include pricing for all terms maybe rejected at the sole discretion of the County.

It is the responsibility of the Bidder to calculate the Proposal price to take into consideration a possible escalation of wages, materials, and other costs during the Contract period. The Board, County, Public Works, District(s), or Director make no representations regarding future costs or the rate of wages that may become necessary to pay employees of the Contractor for the work performed during the Contract period.

1	LANDSCAPE MAINTENANCE SERVICES (Initial Term)	\$ 369,180.00
2	LANDSCAPE MAINTENANCE SERVICES (Option Year 1)	\$397,055.40
3	LANDSCAPE MAINTENANCE SERVICES (Option Year 2)	\$425,457.68
4	LANDSCAPE MAINTENANCE SERVICES (Option Year 3)	\$455,968.84
5	LANDSCAPE MAINTENANCE SERVICES (Option Year 4)	\$488,740.92
TOTAL PRICE FOR YEARS 1 THROUGH 5		\$ 2,136,402.84
AVERAGE TOTAL PRICE FOR YEARS 1 THROUGH 5 (TOTAL PRICE FOR YEARS 1 THROUGH 5 ÷ 5 YEARS)		\$ 427,280.57

LEGAL NAME OF PROPOSER		
J. Orozco Enterprises Inc. DBA Orozco Landscape and Tree Company		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
		
TITLE OF AUTHORIZED PERSON		
Operations Manager		
DATE	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE)	LICENSE TYPE (IF APPLICABLE)
1/6/2025	780564	C27 C61/D49
PROPOSER'S ADDRESS:		
1419 S. East End Ave Pomona, CA 91766		
PHONE	FACSIMILE	E-MAIL
909-623-8287	909-623-8227	carlos@orozcolandscape.com; alicia@orozcolandscape.com

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: COUNTY-OWNED AIRPORTS LANDSCAPE SERVICES (BRC0000526)

PROPOSER: J. Orozco Enterprises, Inc. DBA Orozco Landscape and Tree Company

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST											
	SUN	MON	TUE	WED	THU	FRI	SAT															
Landscape Maintenance Laborer	0	8	8	8	8	8	0	40	2080	\$28.62	\$59,529.60											
Landscape Maintenance Laborer	0	8	8	8	8	8	0	40	2080	\$24.30	\$50,544.00											
Landscape Maintenance Laborer	0	8	8	8	8	8	0	40	2080	\$24.30	\$50,544.00											
											\$											
											\$											
											\$											
											\$											
											\$											
											\$											
											\$											
Comments/Notes:																						
Total Salaries											\$ 160,617.60											
**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.											(1) Vacations, Sick Leave, Holiday	\$ 49,000.00										
											(2) Health Insurance	\$ 10,260.00										
											(3) Payroll Taxes & Workers' Compensation	\$ 76,000.00										
											(4) Welfare and Pension	\$ 10,260.00										
											Total Employee Benefits (1+2+3+4)											\$ 145,520.00
											(5) Equipment Costs	\$ 33,005.73										
											(6) Service and Supply Costs	\$ 24,660.73										
											(7) General and Administrative Costs	\$ 17,261.12										
(8) Profit	\$ 15,990.22																					
Total Other Costs (5+6+7+8)											\$ 90,917.80											
TOTAL PRICE											\$397,055.40											

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

** Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection.

Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; and estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2.1-2.6, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2.1-2.6, Schedule of Prices, and this cost methodology, Form LW-8.1-8.4, the correctly calculated price indicated in Form PW-2.1-2.6, Schedule of Prices, shall prevail.

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

J. Orozco Enterprises, Inc. DBA
Orozco Landscape and Tree Company

Name of Bidder

Signature

2 of 4

1/6/2025

Date

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT COUNTY-OWNED AIRPORTS LANDSCAPE SERVICES (BRC0000526)

PROPOSER: J. Orozco Enterprises, Inc. DBA Orozco Landscape and Tree Company

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST	
	SUN	MON	TUE	WED	THU	FRI	SAT					
Landscape Maintenance Laborer	0	8	8	8	8	8	0	40	2080	33.12	\$ 68,889.60	
Landscape Maintenance Laborer	0	8	8	8	8	8	0	40	2080	28.12	\$ 58,489.60	
Landscape Maintenance Laborer	0	8	8	8	8	8	0	40	2080	28.12	\$ 58,489.60	
											\$	
											\$	
											\$	
											\$	
											\$	
											\$	
											\$	
											\$	
Comments/Notes:											Total Salaries	\$ 185,868.80
**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.											(1) Vacations, Sick Leave, Holiday	\$ 55,819.00
											(2) Health Insurance	\$ 12,300.00
											(3) Payroll Taxes & Workers' Compensation	\$ 88,737.00
											(4) Welfare and Pension	\$ 12,300.00
											Total Employee Benefits (1+2+3+4)	\$ 169,156.00
											(5) Equipment Costs	\$ 38,638.32
											(6) Service and Supply Costs	\$ 26,686.65
											(7) General and Administrative Costs	\$ 17,261.12
											(8) Profit	\$ 18,357.95
											Total Other Costs (5+6+7+8)	\$100,944.04
											TOTAL PRICE	\$455,968.84

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

** Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection.

Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; and estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2.1-2.6, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2.1-2.6, Schedule of Prices, and this cost methodology, Form LW-8.1-8.4, the correctly calculated price indicated in Form PW-2.1-2.6, Schedule of Prices, shall prevail.

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

J. Orozco Enterprises, Inc. DBA
Orozco Landscape and Tree Company

Name of Bidder

Signature

4 of 4

1/6/2025

Date

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

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

B. Definitions

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

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

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

Bid. The response to an Invitation for Bids.

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

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

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

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

Day. Calendar day(s) unless otherwise specified.

Direct Employee. Worker employed by Contractor under Contractor's State and Federal taxpayer identification.

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

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

Employee Leasing. Any agreement to employ any worker, at any tier, that is not a Subcontract, or is not a direct employee relationship with the Contractor or a Subcontractor.

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

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

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

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

Proposal. The written materials that a Proposer submits in response to this Request for Statement of Qualifications (Request for Statement of Qualifications).

Public Works. Los Angeles County Public Works.

Qualified Contractor. The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity deemed qualified upon evaluations with a score of at least 75 eligible to submit bids for service contracts solicited by the County.

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

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

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

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

C. **Headings**

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

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

1. For any change which affects the Scope of Work, Contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor.
2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract shall be prepared by Public Works and signed by the Contractor.
3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract shall not exceed 180 days.
4. For any change which does not materially affect the Scope of Work or any other term or condition included under this Contract, a change order shall be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it shall be approved by Public Works and signed by the Contractor and the County.

B. Assignment and Delegation

1. The Contractor shall 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.

2. Contractor shall 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 shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.
3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

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

D. Budget Reduction

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

E. Complaints

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

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

F. Compliance with Applicable Laws

1. In the performance of this Contract, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
2. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures as determined

by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

G. Compliance with Civil Rights Laws

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

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.
2. Contractor shall 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 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a

full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

I. Conflict of Interest

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

J. Consideration of Hiring County Employees Targeted for Layoffs or are on a County Reemployment List

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

former County employees who are on a reemployment list during the life of this Contract.

K. Consideration of Hiring GAIN and GROW Participants

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

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

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

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Contract termination for default or debarment proceedings or both. (Los Angeles County Code, Chapter 2.202).

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

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

O. County's Quality Assurance Plan

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

P. Damage to County Facilities, Buildings, or Grounds

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

upon demand. County may deduct from any payment otherwise due Contractor costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

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

R. Counterparts and Electronic Signatures and Representations

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

S. Fair Labor Standards

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

T. Force Majeure

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

U. Governing Laws, Jurisdiction, and Venue

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

V. Most Favored Public Entity

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

W. Nondiscrimination and Affirmative Action

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

Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.

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

X. Nonexclusivity

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

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

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

Z. Notice of Delays

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

AA. Notice of Disputes

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

BB. Notice to Employees Regarding the Federal Earned Income Credit

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

CC. Notices

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

Contracting Manager, Business Relations and Contracts Division
Los Angeles County Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

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

DD. Publicity

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

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

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

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

EE. Public Records Act

1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit B, Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "Trade Secret," "Confidential," or "Proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "Trade Secret," "Confidential," or "Proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

FF. Record Retention and Inspection/Audit Settlement

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

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

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

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

GG. Recycled-Content Paper Products

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

HH. Contractor's Employee Criminal Background Investigation

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

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.

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

II. Subcontracting

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

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

such documents to Business Relations and Contracts Division, P.O. Box 1460, Alhambra, California 91802-1460, before any Subcontractor employee may perform any work hereunder.

8. Employee Leasing is prohibited.

JJ. Validity

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

KK. Waiver

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

LL. Warranty Against Contingent Fees

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

MM. Time Off for Voting

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

NN. Local Small Business Enterprise Utilization

When requested by the County, the Contractor shall provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all Subcontractors using County-

designated third party software system or to a County approved website, or other means of submitting expenditure information on Subcontractors, including but not limited to the following information: the name, business address and telephone number/email address of each subcontractor.

In addition, the Contractor shall be required to provide each of the specified subcontractor Local Small Business Enterprise (SBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) status (i.e., whether any of the listed subcontractors are Local SBE's) and the proposed monetary amount of the work the subcontractor will perform on each Notice to Proceed. At the time of submittal of each invoice, the Contractor shall indicate, via methods specified by the County, the actual dollar amounts paid to each listed subcontractor who performed work on the project. The subcontractor may be requested to confirm receipt of the actual payment to the subcontractor by the prime.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Section. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in Exhibit F, Performance Requirements Summary, and that the Contractor shall be liable to the County for said amount.

If in the judgment of the Director, or his/her designee, the Contractor is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in Exhibit F, Performance Requirements Summary, may deduct and withhold liquidated damages from County's final payment to the Contractor.

OO. Compliance with County's Zero Tolerance Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy 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 shall 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 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

PP. Method of Payment and Required Information

The County may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due for goods and/or services provided under a Contract with the County. Proposers/Contractors further agree that the default form of payment shall be EFT or direct deposit, unless an alternative method of payment is deemed appropriate by the A-C.

Upon Contract award and at the request of the A-C and/or Public Works, the Contractor shall provide the A-C with electronic banking and related information for the Contractor and/or any other payee that the Contractor designates to receive payment pursuant to this Contract. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, recordkeeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. Upon Contract award or 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 Public Works, shall decide whether to approve exemption requests.

QQ. 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.

RR. 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.

SS. Contractor Independence

A Contractor or its subsidiary or Subcontractor (Contractor), is prohibited from submitting a bid or proposal in a County solicitation if the Contractor has provided advice or consultation for the solicitation. A Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

SECTION 3

TERMINATIONS/SUSPENSIONS

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

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

B. Termination/Suspension for Convenience

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

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

C. Termination/Suspension for Default

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

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

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

D. Termination/Suspension for Improper Consideration

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

E. Termination/Suspension for Insolvency

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

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

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

G. Termination/Suspension for Nonappropriation of Funds

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

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

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

B. Cooperation

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

C. Cooperation and Collateral Work

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

D. Equipment, Labor, Supervision, and Materials

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

E. Gratuitous Work

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

F. Jobsite Safety

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

G. Labor

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

H. Labor Law Compliance

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

I. Overtime

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

J. Permits/Licenses

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

K. Prohibition Against Use of Child Labor

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

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

L. Public Convenience

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

M. Public Safety

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

N. Quality of Work

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

O. Quantities of Work

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

P. Safety Requirements

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

Q. Storage of Materials and Equipment

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

R. Transportation

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

S. Work Area Controls

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

T. CARD

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

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

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

B. Indemnification

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

C. Workplace Safety Indemnification

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

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

D. General Insurance Requirements

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

providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, and list any County required endorsement forms.

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

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

Los Angeles County Public Works
Business Relations and Contracts Division
P.O. Box 1460
Alhambra, California 91802-1460
Attention: Contract Analyst (noted in the RFP Notice)

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

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

insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

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

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

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

E. Compensation for County Costs

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

F. Insurance Coverage Requirements

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

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

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

1. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor is a temporary staffing firm or a Professional Employer Organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

B. Chapter 2.202 of the County Code

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

C. Nonresponsible Contractor

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

D. Contractor Hearing Board

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

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

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

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

F. Prohibition of Contract with Suspended, Debarred, Ineligible or Excluded Contractor by Federal or State Government

Contractor hereby acknowledges that County is prohibited from contracting with parties that are suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded Contracts. Further by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. During the term of this Contract, Contractor shall immediately notify County's Compliance Manager in writing should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

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

B. Written Employee Jury Service Policy

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

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

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

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

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

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Contractor, and its Subcontractor(s), can access posters and other campaign material at www.babysafela.org.

B. Notice to Employees Regarding the Safely Surrendered Baby Law

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

SECTION 9

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. Living Wage Program

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

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth in Form LW-3, Living Wage Rate Annual Adjustments, for the Employees' services provided to County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B under this Contract.
2. For purposes of this Section, "Contractor" includes any Subcontractor engaged by Contractor to perform services for County under this Contract. If Contractor uses any Subcontractor to perform services for County under this Contract, the Subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such Subcontract and a copy of the Living Wage Program shall be attached to the Subcontract. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time or part-time services to Contractor, which are provided to County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.
4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for the exception to the Living Wage Program.

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

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

C. Contractor's Submittal of Certified Monitoring Reports

Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked and the hourly wage rate paid for each of its Employees. All certified monitoring reports shall be submitted on forms provided by County, or any other form approved by County which contains the above information. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

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

During the term of this Contract, if Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including, but not limited to, any violation or claim pertaining to wages, hours, and working conditions, such as

minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), Contractor shall immediately inform County of any pertinent facts known by Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of Contractor's Contract with County, but instead applies to any labor law/payroll violation or claim arising out of any of Contractor's operation in California.

E. County Auditing of Contractor Records

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

F. Notifications to Employees

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

G. Enforcement and Remedies

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

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

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

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

exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

c. **Termination/Suspension:** Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.

3. **Debarment:** In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

H. Use of Full-Time Employees

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

I. Contractor Retaliation Prohibited

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

J. Contractor Standards

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

K. Neutrality in Labor Relations

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

SECTION 10

SOCIAL ENTERPRISE PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Social Enterprise (SE) Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

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

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

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

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

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

SECTION 11

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

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

SECTION 12

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX
REDUCTION PROGRAM

A. Defaulted Property Tax Reduction Program

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

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

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

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

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

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

SECTION 13

PREVAILING WAGES

A. Prevailing Wages

The services provided in this Contract may consist of both prevailing wage and non-prevailing wage work. Prevailing wage work constitutes "public works" as defined in the California Labor Code, and is therefore subject to payment of prevailing wages, compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

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

The Contractor agrees to comply with the provisions of Section 1775 of the California Labor Code relating to the payment of prevailing wages, including the assessment of penalties determined by the California Labor Commissioner. Copies of the prevailing rate of per diem wages are on file at the County Department of Public Works, Construction Division, and will be made available for inspection by request to the Contract Manager (Note to the Proposers: during the solicitation process and prior to the award of Contract, please direct your request to the Contract Analyst identified in the solicitation document. You may contact the Contract Manager after the award of contract). Pursuant to Labor Code Section 1773.2, the County has made these documents available for inspection by the Contractor in lieu of the County specifying the general rate of per diem wages for each craft, classification and type of worker needed to execute the contracted work. Future effective wage rates will be on file with the Department of Industrial Relations. The new wage rates shall become effective on the day following the expiration date of the current determinations and apply to the Contract in the same manner as if they had been included or referenced in the Contract.

B. Work Records

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

C. Posting of Prevailing Wage Rates

The Contractor shall comply with the provisions of Section 1773.2 of the Labor Code. The Contractor shall post a copy of the prevailing wage rates at the worksite and comply with applicable law including posting of jobsite notices required by 8 Calif. Code Reg. §16451(d):

"This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the Contract for public work and to all Contractors and other persons having access to the jobsite to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.

The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate jobsite posting of minimum prevailing rates required to be maintained by the public entity, which awarded the public works Contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).

Local Office Telephone Number:

*Division of Labor Standards Enforcement Office
320 W. Fourth Street, Suite 450
Los Angeles, CA 90013
(213) 620-6330*

Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.

Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 hours per day or 40 hours per week, etc.) as well as the name of the employer, the public entity which awarded the public works Contract and the location and name of the project.

For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at www.dir.ca.gov/dlse/PublicWorks.html."

D. Certified Payroll Records

The Contractor shall comply with the requirements of Section 1776 of the Labor Code. Contractor and Subcontractors, if any, must furnish certified payroll records directly to the Labor Commissioner (a.k.a. Division of Labor Standards Enforcement) in a format prescribed by the Labor Commission.

E. Subcontractor

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

F. Mental Health Services for Critical Incidents

In the event of a serious accident on the Project site, the Los Angeles County Department of Mental Health (DMH) will, if requested, respond. The response may be within a few hours or as long as a few days after the incident, depending on when the request was made. The services DMH will provide include crisis intervention, normalization of the stress response that survivors may be experiencing, and stress management techniques and resources if the stress reactions increase in frequency or intensity. Requests for services may be made by calling the DMH Emergency Outreach Bureau Deputy Director, (213) 738-4924, during normal business hours or the ACCESS Center, (800) 854-7771, evenings, holidays, and weekends.

SECTION 14

DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise (DVBE) Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- D. If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded.
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract.
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. Notwithstanding any other remedies in this contract, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

SECTION 15

PROPRIETARY CONSIDERATIONS

A. Ownership of County Materials

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

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

B. Transfer to County

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

C. Indemnity

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

the County Materials that are not the original work of Contractor, Contractor represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third-parties to include such materials in the County Materials.

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

D. Copyright Notices

Contractor shall affix the following notice to all County Materials: "@ Copyright 2021 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor shall affix such notice on the title page of all images, photographs, documents and writings; and otherwise as County may direct.

E. Acknowledgement/Attribution

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



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2021)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

Note: You are encouraged to notify each employee whose wages for 2021 are less than \$57,414 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

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

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you

must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2022.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/FormsPubs. Or you can go to www.irs.gov/OrderForms to order it.

How Will My Employees Know if They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the Instructions for Forms 1040 and 1040-SR.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2021 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2021 and owes no tax but is eligible for a credit of \$800, he or she must file a 2021 tax return to get the \$800 refund.

Safely Surrendered *Baby Law*



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

No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

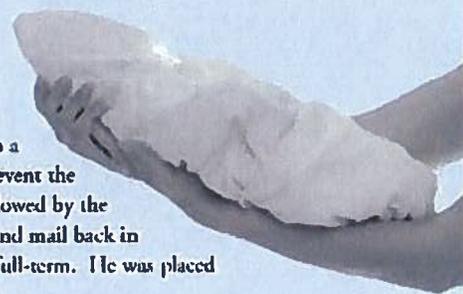
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

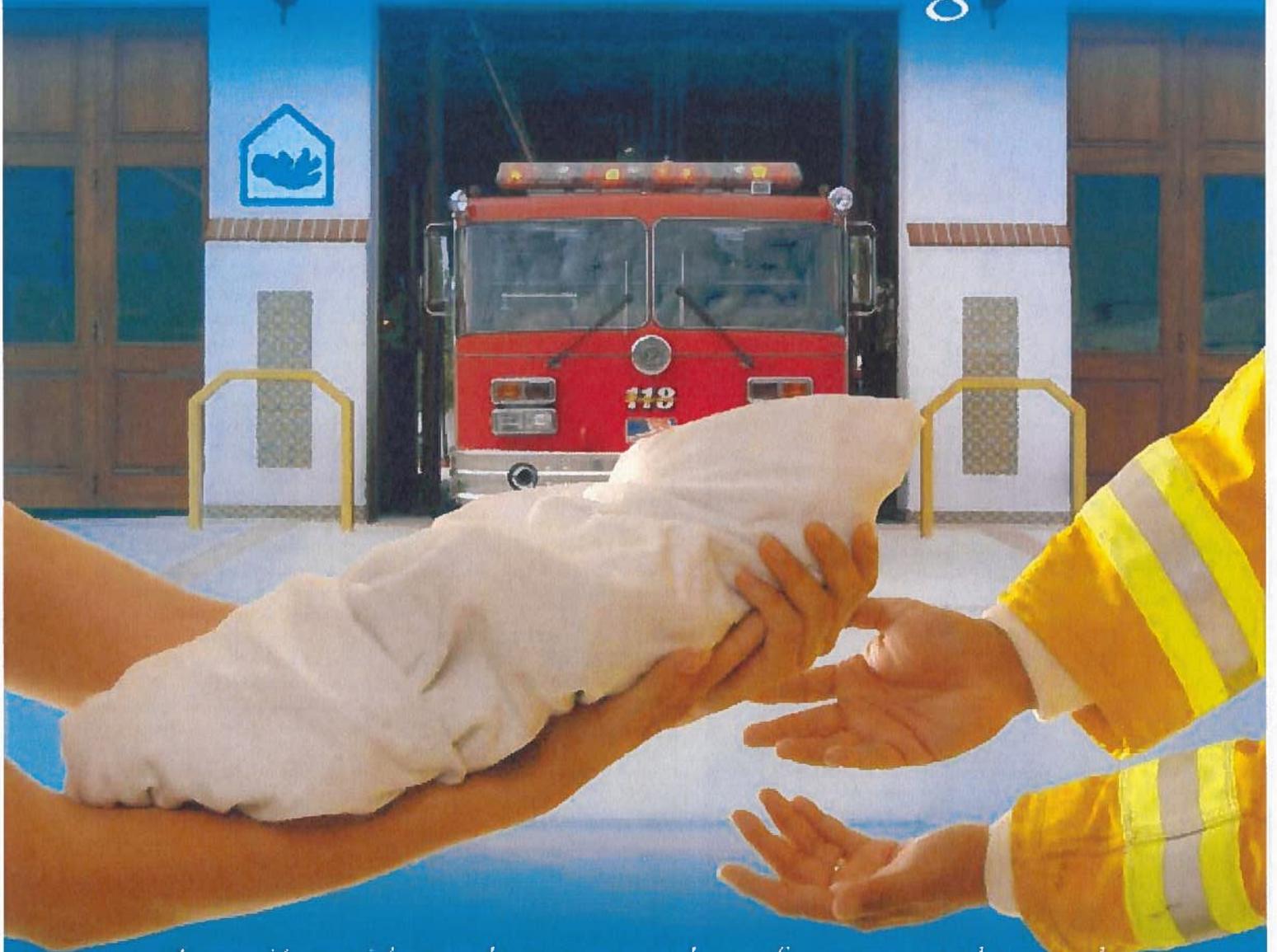
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafe1a.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

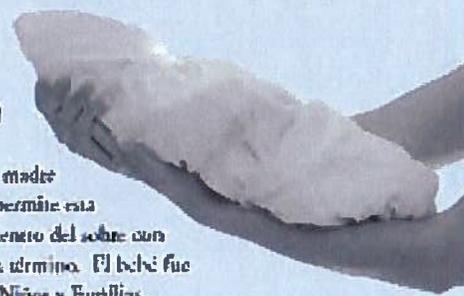
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

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

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

2.206.030 Applicability.

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

2.206.040 Required solicitation and Contract language.

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

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

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new Contract, or renewal, extension or amendment of an existing Contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in

payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

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

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

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

2.206.070 Enforcement and remedies.

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

2.206.080 Severability.

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

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
A. CONTRACT COMPLIANCE				
1. Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State, or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Violation of the National Pollutant Discharge Elimination System	Discharge of debris into storm drains and/or gutter.	\$500 per occurrence plus any fines by regulatory and governmental agencies plus any remediation cost	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
B. REPORTS/DOCUMENTATIONS				
1. Daily/Weekly/Monthly/Quarterly Reports	Submitted to Contract Manager daily/weekly/monthly report.	\$50 per day per report that is late or not submitted	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Special Reports As Needed	Filed within time frame requested.	\$50 per day per report that is late or not submitted	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
C. EMPLOYEES				
1. Minimum number of crews and landscaping workers, including the working foreman, while performing tasks at each location	Provided the minimum number of crews and landscaping workers, including the working foreman, met at each location.	\$300 per employee under the minimum number required, per day	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
2. Contractor's Employee Criminal Background Investigation	Prior to the start of the Contract and continuation of the Contract, the Contractor shall certify all employees who are in a designated sensitive position has passed a fingerprints background check submitted to the California Department of Justice to include State and local-level review as required by the Contract. Employees who <u>do not</u> pass or are not certified shall be immediately removed.	\$100 per employee per day who is not certified as passing the background check	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Employees Well Oriented to Job	Employees must have thorough knowledge of facility and its needs.	\$50 per error resulting from lack of orientation	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Staffing	Staffing levels are equal or exceed Contract requirements.	\$50 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Name Badges	Name badges worn by all employees on the job at all times.	\$50 per employee, per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Uniform	Uniforms worn by all day time employees on the job.	\$50 per employee, per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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PERFORMANCE REQUIREMENTS SUMMARY

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Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
7. Training Program	Document training of each employee.	\$250 per untrained employee	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
8. Maintain Knowledge of Safety Requirements	Completion of training of all accepted standards for safe practices related to the work.	\$50 per employee, per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
D. SUPERVISOR/MANAGERS				
1. Change in Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	\$50 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Respond to Complaints, Requests, and Discrepancies.	Respond within the time frame outlined in the Contract.	\$50 per complaint not responded to within the time frame outlined in the specifications	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Makes Site Inspections	Facility inspected each shift or as required by Contract.	\$50 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Competent Supervisory Staff	Responsiveness to complaints and requests, maintain good work records, and acceptable level of service.	\$100 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Provide Adequate Supervision and Training	Contract specifications met.	\$50 per occurrence plus suspension	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
6. Project Safety Official	Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices.	\$200 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Provide an individual who can speak, read, write, and understand English	Provide an individual who can communicate in English with County Contract Manager.	\$100 per day for use of non-English-speaking individual plus suspension	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
E. CONTRACT ADMINISTRATION				
1. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis thereafter.	\$200 per day; work/contract suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in Contract.	\$200 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. License and Certification	All license and certifications required to perform the work, if any.	\$200 per day; suspension; possible termination for default of Contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Assignment and Delegation	Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County.	\$200 per day the County is not informed of this change; suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
5. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$500 per occurrence; suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
F. SCOPE OF WORK				
1. All Site Inspection and Reporting Per Requirements	As required in the Scope of Work.	\$150 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. All Management and Supervision	As required in the Scope of Work.	\$150 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Mowing	As required in the Scope of Work.	\$150 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Mechanical Edging				
a. Turf Areas	As required in the Scope of Work.	\$150 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
b. Groundcover	As required in the Scope of Work.	\$150 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Weed Removal				

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PERFORMANCE REQUIREMENTS SUMMARY

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Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
a. Walks, Beds, Planters, and Groundcover Hardscape	As required in the Scope of Work.	\$150 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
b. Bare Areas	As required in the Scope of Work.	\$150 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
c. Undeveloped Areas	As required in the Scope of Work.	\$150 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Litter Control	As required in the Scope of Work.	\$150 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Raking				
a. Turf Under Trees/Vines/Ivy/Hedges	As required in the Scope of Work.	\$150 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
b. Planter Beds and Planters	As required in the Scope of Work.	\$150 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
8. Shrub/Hedge/Tree Pruning and Trimming				
a. Tree/vines safety clearance, tree/vines pruning, sucker growth	As required in the Scope of Work.	\$200 per tree per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
b. Shrub/ivy safety clearance and/or shrub pruning	As required in the Scope of Work.	\$200 per plant per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
c. Hedge shaping/trimming	As required in the Scope of Work.	\$150 per plant per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
9. Groundcover Maintenance	As required in the Scope of Work.	\$150 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
10. Dethatching	As required in the Scope of Work.	\$100 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
11. Aeration	As required in the Scope of Work.	\$100 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
12. Turf Reseeding/Restoration of Bare Area	As required in the Scope of Work.	\$250 per day if the work is not done within the time frame specified by the Contract Manager	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
13. Turf and Plant Fertilization	As required in the Scope of Work.	\$250 per day if the work is not done within the time frame specified by the Contract Manager	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
14. Sweeping	As required in the Scope of Work.	\$150 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No	

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PERFORMANCE REQUIREMENTS SUMMARY

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Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
			<input type="checkbox"/> N/A	
15. Disease/Insect/Rodent Control	As required in the Scope of Work.	\$250 per day if the work is not done within the time frame specified by the Contract Manager	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
16. Chemical Application				
a. Turf-detailing general turf areas with systematic herbicides	As required in the Scope of Work.	\$150 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
b. Beds and planters, walkways, hard surfaces, undeveloped areas, drainage areas, curb and gutter expansion joints, roadways, stream beds with systematic herbicides	As required in the Scope of Work.	\$150 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
17. Watering/Irrigation				
a. Inspect, operate, control, and make adjustments to watering/irrigation system, more often if necessary	As required in the Scope of Work.	\$200 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
b. Reset rain sensor on controller	As required in the Scope of Work.	\$150 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
c. Repair, Replace, Relocate: sprinkler heads, drip	As required in the Scope of Work.	\$150 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No	

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PERFORMANCE REQUIREMENTS SUMMARY

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Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
emitters, drip tubes, more often if necessary			<input type="checkbox"/> N/A	
d. Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary	As required in the Scope of Work.	\$250 per day if the work is not done within the time frame specified by the Contract Manager	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
e. Valve Box Integrity: replace covers, check for safety and security, more often if necessary	As required in the Scope of Work.	\$200 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
f. Manual watering of shrubs and turf, more often if necessary	As required in the Scope of Work.	\$150 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
g. Inspect salt buildup and inject solution for cleaning	As required in the Scope of Work.	\$200 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
h. Flush and inspect Y-filter at each RCV	As required in the Scope of Work.	\$200 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
i. Flush and inspect Y-filter at each backflow	As required in the Scope of Work.	\$200 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
j. Flush each irrigations system (every time any work is done on the	As required in the Scope of Work.	\$200 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No	

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PERFORMANCE REQUIREMENTS SUMMARY

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Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
irrigation system)			<input type="checkbox"/> N/A	
k. Ensure that all personnel working on the irrigation systems are fully trained in all phases of landscape irrigation systems and can easily identify and isolate problems and perform the proper testing and inspection of the irrigation system and the maintenance of the sprinkler heads. This knowledge of landscape irrigation systems shall include, but not be limited to, the operation, maintenance, adjustment, and repair of said systems and their components.	As required in the Scope of Work	\$200 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
18. Low Impact Development (LID) Maintenance	As required in the Scope of Work.	\$250 per day if the work is not done within the time frame specified by the Contract Manager	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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PERFORMANCE REQUIREMENTS SUMMARY

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Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
19. Planting Operations	As required in the Scope of Work.	\$250 per day if the work is not done within the time frame specified by the Contract Manager	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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AREA MAPS DEPICTING COUNTY AIRPORTS

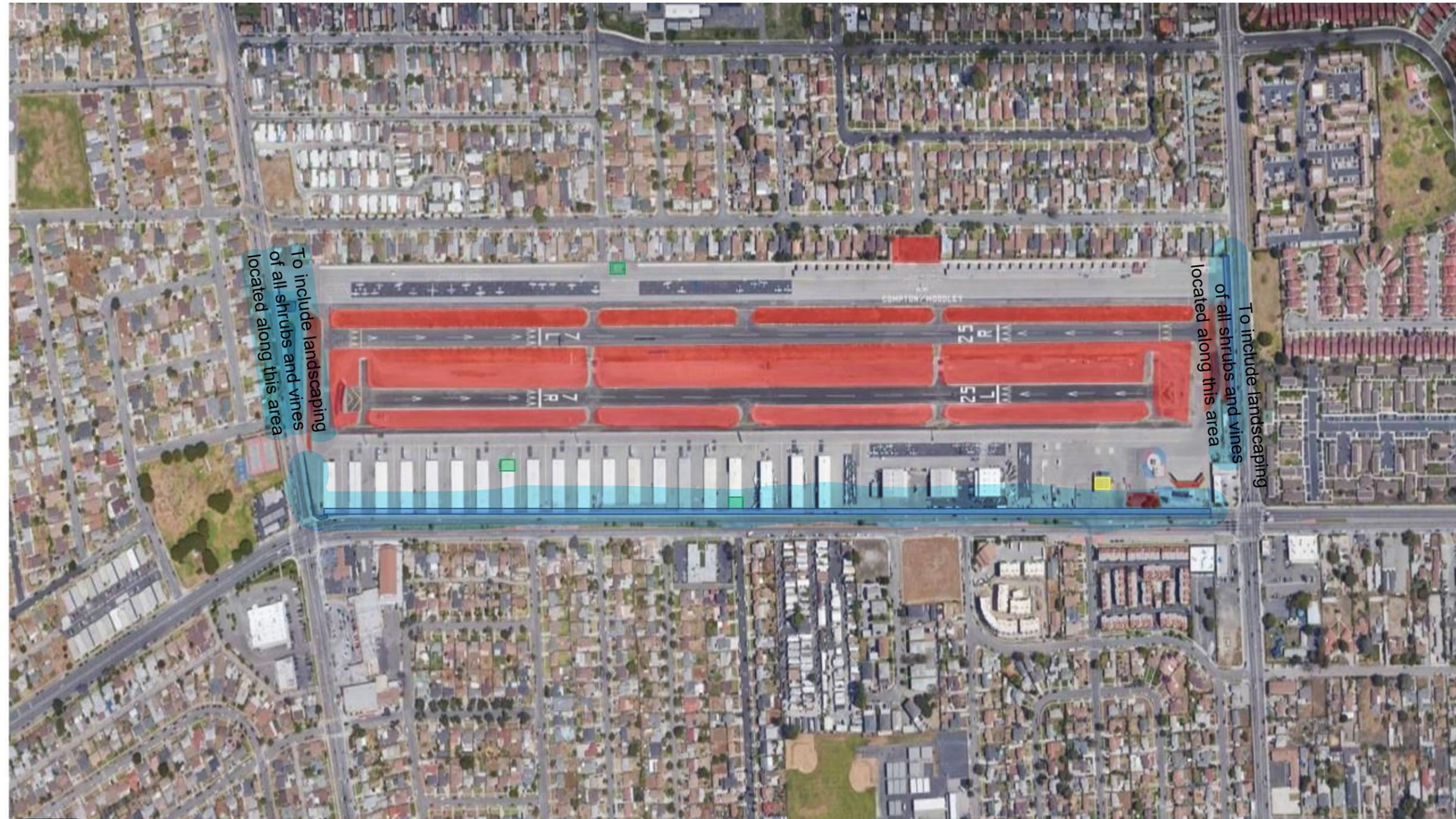
EXHIBIT G.1

BRACKETT FIELD AIRPORT - 7.45 ACRES



County Work
Contractor Landscape Work

COMPTON/WOODLEY AIRPORT - 1.5 ACRES



County Work
Contractor Landscape Work

SAN GABRIEL VALLEY AIRPORT - 4 ACRES



County Work
Contractor Landscape Work

WHITEMAN AIRPORT - 8 ACRES



County Work
Contractor Landscape Work

See annotation on map regarding brush clearance.

GENERAL WILLIAM J. FOX AIRFIELD - 30 ACRES



County Work
Contractor Landscape Work

Bid Submission Instructions

See RFSQ for Landscape and Grounds Maintenance Services (2014-SQPA001) and Addenda 1-5 for the above exhibit that is incorporated here by reference.

TABLE OF FORMS
(LIVING WAGE CONTRACT)

Declaration for County-Owned Airports Landscape Services (BRC0000526)

- PW-2.1-2.6 Schedule of Prices
- PW-11.1 (Supplemental) Solicitation Requirements Review Request
- PW-18.1 Request for Preference Consideration
- PW-20.1 (Supplemental) Compliance with the Minimum Requirements Affirmation
- PW-21.1 (Supplemental) Integrated Pest Management Program Compliance Certification
- PW-22 Community Business Enterprise (CBE) Participation Form
- PW-23 Contribution and Agent Declaration Form

LIVING WAGE PROGRAM

- LW-1.1 (Supplemental) Los Angeles County Code Chapter 2.201 - Living Wage Program
- LW-2.1 (Supplemental) County of Los Angeles Living Wage Program - Application for Exemption
(If Requesting Exemption, Submit at Least 7 Days Before Due Date for Proposals.)
- LW-3.1 (Supplemental) Living Wage Rate Annual Adjustments
- LW-4.1 (Supplemental) Guidelines for Assessment of Proposer Labor Law/Payroll Violations
- LW-8.1-8.5 Staffing Plan and Cost Methodology
- LW-10.1 Instructions for PW-2.1-2.6, Schedule of Prices and LW-8.1-8.5, Cost Methodology

ATTACHMENTS

1. Attachment 1: Refer to RFSQ for Landscape and Grounds Maintenance Services (2014 SQPA001)
2. Attachment 2: Refer to RFSQ for Landscape and Grounds Maintenance Services (2014 SQPA001)
3. Attachment 3: Refer to RFSQ for Landscape and Grounds Maintenance Services (2014 SQPA001)
4. Los Angeles Regional Contractor Development and Bonding Program
5. Los Angeles County Contractor Development and Bonding Program Frequently Asked Questions
6. BidExpress.com Set-up Guide

**DECLARATION
FOR
COUNTY-OWNED AIRPORTS LANDSCAPE SERVICES (BRC0000526)**

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN FORMS PW-1 THROUGH PW-23 ARE TRUE AND CORRECT.

PRINT NAME: Carlos Orozco	TITLE: Operations Manager
PROPOSER'S NAME: J. Orozco Enterprises Inc. DBA Orozco Landscape and Tree Company	
SIGNATURE: 	DATE: 1/6/2025

**SCHEDULE OF PRICES
FOR
COUNTY-OWNED AIRPORTS LANDSCAPE SERVICES (BRC0000526)**

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

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

<u>Item</u>	<u>Task Description</u>	<u>Total Acres</u>	<u>Monthly Price</u>	<u>No. of Months</u>	<u>Annual Proposed Price</u> (Monthly Price X 12)
A.	Provide weekly Landscape Maintenance Services according to Exhibit A.1, Scope of Work, for the following locations (See Exhibit A.1, Scope of Work, Section E. Work Description for additional information). Please refer to Exhibit G.1 to G.5, for Service Area Map of each Airport.				
	1. Brackett Field Airport (POC)				
		2	\$ 3,515.00	12	\$ 42,180.00
	2. San Gabriel Valley Airport (EMT)				
		1.36	\$ 3,990.00	12	\$ 47,880.00
	3. Compton Woodley Airport (CPM)				
		0.41	\$ 2,610.00	12	\$ 31,320.00
	4. Whiteman Airport (WHP)				
		4	\$ 5,985.00	12	\$ 71,820.00
	5. General William J. Fox Airfield (WJF)				
		9.93	\$ 5,890.00	12	\$ 70,680.00
	Total Acres	17.12			
Total Annual Proposed Price for Item A (A.1 + A.2 + A.3 + A.4 + A.5)					\$ 263,880.00

<u>Item</u>	<u>Task Description</u>	<u>Unit Rate for Work</u>	<u>Annual Proposed Cost</u> <i>(Unit Rate x No. of Units)</i>
B.	On-Call Items (Only to be performed with Public Works' prior approval). Exhibit A.1, Section E.10. a-f		
B.1	a. Manual Operation of Irrigation System Past the Required 30-Day Period	54.00 per \$ <u>man hour</u> x 500 Hours	\$ 27,000.00
	b. Irrigation System Repairs	54.00 per \$ <u>man hour</u> x 500 Hours	\$ 27,000.00
	c. Replant Trees, Shrubs, Ground Cover, Plants, etc. (See Exhibit A.1, Section E.10.a-c)	45.00 per \$ <u>man hour</u> x 500 Hours	\$22,500.00
B.2	d. Major Tree-Trimming; Tree, Stump and Root Removal (See Exhibit A.1, Section E.10.d)	\$115.00 per man hour x 100 Hours	\$ 11,500.00
B.3	e. After-Hours Emergency to Shut Off Water, each. (See Exhibit A.1, Section E.10.e)	\$94.00 per man hour x 100 Each	\$9,400.00
B.4	f. Hydroseeding and Erosion Control (See Exhibit A.1, Section E.10.f) <i>Note: Public Works will reimburse seed material and erosion control devices at no mark-up.</i>	119.00 per hour for \$1 driver, 1 laborer x 100 Hours	\$11,900.00
Total Annual Proposed Price for Item B (B.1 + B.2 + B.3 + B.4)			\$109,300.00
Total Annual Proposed Price for Items A & B			\$ 373,180.00

**DO NOT USE. SEE EXHIBIT A.2 FOR
NEGOTIATED RATES**

**SCHEDULE OF PRICES
FOR
COUNTY-OWNED AIRPORTS LANDSCAPE SERVICES (BRC0000526)**

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

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

<u>Item</u>	<u>Task Description</u>	<u>Total Acres</u>	<u>Monthly Price</u>	<u>No. of Months</u>	<u>Annual Proposed Price</u> (Monthly Price X 12)
A.	Provide weekly Landscape Maintenance Services according to Exhibit A.1, Scope of Work, for the following locations (See Exhibit A.1, Scope of Work, Section E. Work Description for additional information). Please refer to Exhibit G.1 to G.5, for Service Area Map of each Airport.				
6.	Brackett Field Airport (POC)	2	\$ 3,796.20	12	\$45,554.40
7.	San Gabriel Valley Airport (EMT)	1.36	\$4,309.20	12	\$ 51,710.40
8.	Compton Woodley Airport (CPM)	0.41	\$ 2,818.80	12	\$ 33,825.60
9.	Whiteman Airport (WHP)	4	\$6,463.80	12	\$77,565.60
10.	General William J. Fox Airfield (WJF)				
	DO NOT USE. SEE EXHIBIT A.2 FOR NEGOTIATED RATES	9.86	\$ 7,634.20	12	\$ 76,334.40
	Total Acres	17.12			
Total Annual Proposed Price for Item A (A.1 + A.2 + A.3 + A.4 + A.5)					\$ 284,990.40

<u>Item</u>	<u>Task Description</u>	<u>Unit Rate for Work</u>	<u>Annual Proposed Cost</u> <i>(Unit Rate x No. of Units)</i>
B.	On-Call Items (Only to be performed with Public Works' prior approval). Exhibit A.1, Section E.10. a-f		
B.1	g. Manual Operation of Irrigation System Past the Required 30-Day Period	\$ 56.70 per man hour x 500 Hours	\$ 28,350.00
	h. Irrigation System Repairs	\$ 56.70 per man hour x 500 Hours	\$ 28,350.00
	i. Replant Trees, Shrubs, Ground Cover, Plants, etc. (See Exhibit A.1, Section E.10.a-c)	\$ 47.25 per man hour x 500 Hours	\$ 23,625.00
B.2	j. Major Tree-Trimming; Tree, Stump and Root Removal (See Exhibit A.1, Section E.10.d)	\$ 120.75 per man hour x 100 Hours	\$ 12,075.00
B.3	k. After-Hours Emergency to Shut Off Water, each. (See Exhibit A.1, Section E.10.e)	\$ 98.70 per man hour x 100 Each	\$ 9,870.00
B.4	i. Hydroseeding and Erosion Control (See Exhibit A.1, Section E.10.f) <i>Note: Public Works will reimburse seed material and erosion control devices at no mark-up.</i>	124.95 per hour for \$ 1 driver, 1 laborer x 100 Hours	\$ 12,495.00
Total Annual Proposed Price for Item B (B.1 + B.2 + B.3 + B.4)			\$ 114,765.00
Total Annual Proposed Price for Items A & B			\$ 399,755.40

DO NOT USE. SEE EXHIBIT A.2 FOR NEGOTIATED RATES

**SCHEDULE OF PRICES
FOR
COUNTY-OWNED AIRPORTS LANDSCAPE SERVICES (BRC0000526)**

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

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

<u>Item</u>	<u>Task Description</u>	<u>Total Acres</u>	<u>Monthly Price</u>	<u>No. of Months</u>	<u>Annual Proposed Price</u> (Monthly Price X 12)
A.	Provide weekly Landscape Maintenance Services according to Exhibit A.1, Scope of Work, for the following locations (See Exhibit A.1, Scope of Work, Section E. Work Description for additional information). Please refer to Exhibit G.1 to G.5, for Service Area Map of each Airport.				
	11. Brackett Field Airport (POC)				
		2	\$ 4,099.90	12	\$ 49,198.80
	12. San Gabriel Valley Airport (EMT)				
		1.36	\$ 4,653.94	12	\$ 55,847.28
	13. Compton Woodley Airport (CPM)				
		0.41	\$ 3,044.30	12	\$ 36,531.60
	14. Whiteman Airport (WHP)				
		4	\$ 6,980.90	12	\$ 83,770.80
	15. General William J. Fox Airfield (WJF)				
		9.35	\$ 6,870.10	12	\$ 82,441.20
	Total Acres	17.12			
Total Annual Proposed Price for Item A (A.1 + A.2 + A.3 + A.4 + A.5)					\$ 307,789.68

**DO NOT USE. SEE EXHIBIT A.2 FOR
NEGOTIATED RATES**

<u>Item</u>	<u>Task Description</u>	<u>Unit Rate for Work</u>	<u>Annual Proposed Cost</u> <i>(Unit Rate x No. of Units)</i>
B.	On-Call Items (Only to be performed with Public Works' prior approval). Exhibit A.1, Section E.10. a-f		
B.1	m. Manual Operation of Irrigation System Past the Required 30-Day Period	59.54 per \$ man hour x 500 Hours	\$ 29,770.00
	n. Irrigation System Repairs	59.54 per \$ man hour x 500 Hours	\$ 29,770.00
	o. Replant Trees, Shrubs, Ground Cover, Plants, etc. (See Exhibit A.1, Section E.10.a-c)	49.61 per \$ man hour x 500 Hours	\$ 24,805.00
B.2	p. Major Tree-Trimming; Tree, Stump and Root Removal (See Exhibit A.1, Section E.10.d)	126.79 per \$ man hour x 100 Hours	\$ 12,679.00
B.3	q. After-Hours Emergency to Shut Off Water, each. (See Exhibit A.1, Section E.10.e)	103.64 per \$ man hour x 100 Each	\$ 10,364.00
B.4	r. Hydroseeding and Erosion Control (See Exhibit A.1, Section E.10.f) <i>Note: Public Works will reimburse seed material and erosion control devices at no mark-up.</i>	131.20 per hour for \$1 driver, 1 laborer x 100 Hours	\$ 13,120.00
Total Annual Proposed Price for Item B (B.1 + B.2 + B.3 + B.4)			\$ 120,508.00
Total Annual Proposed Price for Items A & B			\$ 428,297.68

**DO NOT USE. SEE EXHIBIT A.2 FOR
NEGOTIATED RATES**

**SCHEDULE OF PRICES
FOR
COUNTY-OWNED AIRPORTS LANDSCAPE SERVICES (BRC0000526)**

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

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

<u>Item</u>	<u>Task Description</u>	<u>Total Acres</u>	<u>Monthly Price</u>	<u>No. of Months</u>	<u>Annual Proposed Price</u> (Monthly Price X 12)
A.	Provide weekly Landscape Maintenance Services according to Exhibit A.1, Scope of Work, for the following locations (See Exhibit A.1, Scope of Work, Section E. Work Description for additional information). Please refer to Exhibit G.1 to G.5, for Service Area Map of each Airport.				
	16. Brackett Field Airport (POC)				
		2	\$ 4,427.89	12	\$ 53,134.68
	17. San Gabriel Valley Airport (EMT)				
		1.36	\$5,026.26	12	\$ 60,315.12
	18. Compton Woodley Airport (CPM)				
		0.41	\$3,287.84	12	\$39,454.08
	19. Whiteman Airport (WHP)				
		4	\$7,539.37	12	\$90,472.44
	20. General William J. Fox Airfield (WJF)				
	DO NOT USE. SEE EXHIBIT A.2 FOR NEGOTIATED RATES				
		9.35	\$ 9,619.71	12	\$ 89,036.52
	Total Acres	17.12			
Total Annual Proposed Price for Item A (A.1 + A.2 + A.3 + A.4 + A.5)					\$ 332,412.84

<u>Item</u>	<u>Task Description</u>	<u>Unit Rate for Work</u>	<u>Annual Proposed Cost</u> <i>(Unit Rate x No. of Units)</i>
B.	On-Call Items (Only to be performed with Public Works' prior approval). Exhibit A.1, Section E.10. a-f		
B.1	s. Manual Operation of Irrigation System Past the Required 30-Day Period	62.52 per \$ man hour x 500 Hours	\$ 31,260.00
	t. Irrigation System Repairs	62.52 per \$ man hour x 500 Hours	\$ 31,260.00
	u. Replant Trees, Shrubs, Ground Cover, Plants, etc. (See Exhibit A.1, Section E.10.a-c)	52.09 per \$ man hour x 500 Hours	\$ 26,045.00
B.2	v. Major Tree-Trimming; Tree, Stump and Root Removal (See Exhibit A.1, Section E.10.d)	133.13 per \$ man hour x 100 Hours	\$ 13,313.00
B.3	w. After-Hours Emergency to Shut Off Water, each. (See Exhibit A.1, Section E.10.e)	108.82 per \$ man hour x 100 Each	\$ 10,882.00
B.4	x. Hydroseeding and Erosion Control (See Exhibit A.1, Section E.10.f) <i>Note: Public Works will reimburse seed material and erosion control devices at no mark-up.</i>	137.76 per hour for \$1 driver, 1 laborer x 100 Hours	\$ 13,776.00
Total Annual Proposed Price for Item B (B.1 + B.2 + B.3 + B.4)			\$ 126,536.00
Total Annual Proposed Price for Items A & B			\$ 458,948.84

**DO NOT USE. SEE EXHIBIT A.2 FOR
NEGOTIATED RATES**

**SCHEDULE OF PRICES
FOR
COUNTY-OWNED AIRPORTS LANDSCAPE SERVICES (BRC0000526)**

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

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

<u>Item</u>	<u>Task Description</u>	<u>Total Acres</u>	<u>Monthly Price</u>	<u>No. of Months</u>	<u>Annual Proposed Price</u> (Monthly Price X 12)
A.	Provide weekly Landscape Maintenance Services according to Exhibit A.1, Scope of Work, for the following locations (See Exhibit A.1, Scope of Work, Section E. Work Description for additional information). Please refer to Exhibit G.1 to G.5, for Service Area Map of each Airport.				
	21. Brackett Field Airport (POC)				
		2	\$ 4,782.12	12	\$ 57,385.44
	22. San Gabriel Valley Airport (EMT)				
		1.36	\$ 5,428.36	12	\$ 65,140.32
	23. Compton Woodley Airport (CPM)				
		0.41	\$ 3,550.87	12	\$ 42,610.44
	24. Whiteman Airport (WHP)				
		4	\$ 8,142.52	12	\$ 97,710.24
	25. General William J. Fox Airfield (WJF)				
	DO NOT USE. SEE EXHIBIT A.2 FOR NEGOTIATED RATES				
		9.35	\$ 1,013.29	12	\$ 96,159.48
	Total Acres	17.12			
Total Annual Proposed Price for Item A (A.1 + A.2 + A.3 + A.4 + A.5)					\$ 359,005.92

<u>Item</u>	<u>Task Description</u>	<u>Unit Rate for Work</u>	<u>Annual Proposed Cost</u> <i>(Unit Rate x No. of Units)</i>
B.	On-Call Items (Only to be performed with Public Works' prior approval). Exhibit A.1, Section E.10. a-f		
B.1	y. Manual Operation of Irrigation System Past the Required 30-Day Period	65.65 per \$man hour x 500 Hours	\$ 32,825.00
	z. Irrigation System Repairs	65.65 per \$man hour x 500 Hours	\$ 32,825.00
	aa. Replant Trees, Shrubs, Ground Cover, Plants, etc. (See Exhibit A.1, Section E.10.a-c)	54.69 per \$man hour x 500 Hours	\$ 27,345.00
B.2	bb. Major Tree-Trimming; Tree, Stump and Root Removal (See Exhibit A.1, Section E.10.d)	139.79 per \$man hour x 100 Hours	\$ 13,979.00
B.3	cc. After-Hours Emergency to Shut Off Water, each. (See Exhibit A.1, Section E.10.e)	114.26 per \$man hour x 100 Each	\$ 11,426.00
B.4	dd. Hydroseeding and Erosion Control (See Exhibit A.1, Section E.10.f) <i>Note: Public Works will reimburse seed material and erosion control devices at no mark-up.</i>	144.65 per hour for \$ 1 driver, 1 laborer x 100 Hours	\$ 14,465.00
Total Annual Proposed Price for Item B (B.1 + B.2 + B.3 + B.4)			\$ 132,865.00
Total Annual Proposed Price for Items A & B			\$ 491,870.92

**DO NOT USE. SEE EXHIBIT A.2 FOR
NEGOTIATED RATES**

**SUMMARY SHEET OF SCHEDULE OF PRICES
FOR COUNTY-OWNED AIRPORTS LANDSCAPE SERVICES (BRC0000526)**

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

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

NOTE: Bidder must provide pricing for ALL contract terms including the 4th term. Any submitted bid that does not include pricing for all terms maybe rejected at the sole discretion of the County.

It is the responsibility of the Bidder to calculate the Proposal price to take into consideration a possible escalation of wages, materials, and other costs during the Contract period. The Board, County, Public Works, District(s), or Director make no representations regarding future costs or the rate of wages that may become necessary to pay employees of the Contractor for the work performed during the Contract period.

1	LANDSCAPE MAINTENANCE SERVICES (Initial Term)	\$ 373,180.00
2	LANDSCAPE MAINTENANCE SERVICES (Option Year 1)	\$399,755.40
3	LANDSCAPE MAINTENANCE SERVICES (Option Year 2)	\$428,297.68
4	LANDSCAPE MAINTENANCE SERVICES (Option Year 3)	\$458,948.84
5	LANDSCAPE MAINTENANCE SERVICES (Option Year 4)	\$491,870.92
TOTAL PRICE FOR YEARS 1 THROUGH 5		\$ 2,152,052.84
AVERAGE TOTAL PRICE FOR YEARS 1 THROUGH 5 (TOTAL PRICE FOR YEARS 1 THROUGH 5 ÷ 5 YEARS)		\$ 430,410.57

LEGAL NAME OF PROPOSER		
J. Orozco Enterprises Inc. DBA Orozco Landscape and Tree Company		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
		
TITLE OF AUTHORIZED PERSON		
Operations Manager		
DATE	DO NOT USE. SEE EXHIBIT A.2 FOR NEGOTIATED RATES	LEASE TYPE (IF APPLICABLE)
1/6/2025	780564	C27 C61/D49
PROPOSER'S ADDRESS:		
1419 S. East End Ave Pomona, CA 91766		
PHONE	FACSIMILE	E-MAIL
909-623-8287	909-623-8227	carlos@orozcolandscape.com; alicia@orozcolandscape.com

SOLICITATION REQUIREMENTS REVIEW (SRR) REQUEST

Proposers/Bidder requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document.

Proposer/Bidder Name: J. Orozco Enterprises Inc. DBA Orozco Landscape and Tree Company	Date of Request: N/A
Solicitation Title: County Owned Airports Landscape Services	Solicitation No.: BRC0000526

A **Solicitation Requirements Review** is being requested because the Proposer/Bidder asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements** N/A
- Application of **Business Requirements**
- Application of **Evaluation Criteria (not applicable to IFB)**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses from prospective proposer/bidders

For each area contested, Proposer/Bidder must explain in detail the factual reasons for the requested review. *(Attach supporting documentation and specify the underlying authority of the person or entity submitting a proposal/bid (e.g., letterhead, business card, etc.).)*

Request submitted by:

N/A, thank you.
(Name)
N/A, thank you.
(Title)

For County use only

Date SRR Request Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

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 checked="" type="checkbox"/> PREFERENCE REQUESTED (SELECT ALL THAT APPLY)	
Preference Program	Reference
<input checked="" type="checkbox"/> Request for Local Small Business Enterprise (LSBE) Program Preference <input checked="" 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 shall any of the listed preference programs price or scoring be combined with any other County program to exceed fifteen percent (15%) or \$150,000 in response to any county solicitation.



LOS ANGELES COUNTY
CONSUMER & BUSINESS AFFAIRS

Board of Supervisors June 22, 2023

Hilda L. Solis
First District

Holly J. Mitchell
Second District

Lindsey P. Horvath
Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District

Director
Rafael Carbajal

Chief of Staff
Joel Ayala

Jose J. Orozco
J. OROZCO ENTERPRISES, INC.
1419 S EAST END AVE
POMONA, CA 91766-5418

Vendor #: 101252
Certification
Record #: 094302

CERTIFICATION FOR NON-FEDERALLY FUNDED COUNTY SOLICITATIONS

Dear Jose J. Orozco,

Congratulations! Your business is now certified as a Local Small Business Enterprise (LSBE) with the County of Los Angeles effective as of the date of this letter. Your LSBE certification expiration date is based on your California Department of General Services (DGS) small business certification. Your certification expires on **April 30, 2025**.

Your business is eligible for LSBE preference consideration in those County of Los Angeles solicitations which include the "Request for Preference Consideration" form. You must complete the form and provide a copy of this approval letter in your bid/proposal to receive the preference. To view your L.A. County LSBE certification status, visit: camisvr.co.la.ca.us/webven

As a certified LSBE, your company is also eligible for a 15-day prompt payment through the "Countywide Small Business Payment Liaison and Prompt Pay Program." To request your free Prompt Payment Stamp please email the Office of Small Business at OSB@dcba.lacounty.gov or call (323) 881-3964.

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

320 W. Temple St., Room G-10, Los Angeles CA, 90012-2706
(213) 974-1452 • (800) 593-8222 • Fax: (213) 687-1137

**COMPLIANCE WITH THE MINIMUM REQUIREMENTS AFFIRMATION
LANDSCAPE MAINTENANCE SERVICES FOR AT VARIOUS COUNTY-OWNED
AIRPORTS (BRC0000526)**

BIDDER MUST CHECK A BOX IN EVERY SECTION

Important Note: The information on this form is subject to verification.

At the time of Bid submission, Bidder must meet the following minimum requirements:

Subcontracting is not allowed.

- Bidder must be included in the Qualified Contractor List resulting from the RFSQ for Landscape and Grounds Maintenance Services (2014-SQPA001 – Formerly 2014 PA039).

- Yes. Bidder does meet the minimum mandatory requirement stated above.
- No. Bidder does not meet the minimum mandatory requirement stated above. **By checking this box, your Bid submission will be immediately disqualified as nonresponsive.**

- Bidder must have a minimum of 3 years of experience providing landscape maintenance services.

- Yes. Bidder does meet the experience requirement stated above. Please complete the chart below.

Bidder's Name	Dates of Experience (Mo./Yr. to Mo./Yr.)	Description of Services/Experience Please provide a detailed narrative of Bidder's experience in your Invitation for Bids to validate this minimum mandatory requirement.	Page No. (Page in your bid which details this requirement.)
J. Orozco Enterprises, Inc. dba Orozco Landscape and Tree Company	03 / 2000 to 1 / 2025 (present)	Our company has over 20 years of experience providing commercial landscape and grounds maintenance services within contract guidelines with professionalism, integrity, and continuing to provide an aesthetically pleasing look to our customer's landscape. Our company provided landscape maintenance services to the County of Los Angeles Internal Services Department (ISD) under previous contracts. Our company provides landscape and grounds maintenance services to include but are not limited to mowing, edging, debris and trash clean up, irrigation maintenance and repairs, weed abatement, brush clearance, shrub/tree and vegetation maintenance and maintenance of native and non-native plants, etc. Our company has experience with on-call channel right of way clearing services from previous contracts with the County of Los Angeles Department of Public Works (PW) and is familiar with maintenance of environmentally sensitive soft bottom channels and habitats. We are very knowledgeable of the jobsites under this bid, and we have completed this service under our existing contract since May 2021 and have commercial landscape maintenance experience under previous Living Wage Ordinance contracts with the County of Los Angeles Public Works since January 2015.	

- No. Bidder does not meet the experience requirement as stated above. **By checking this box, your Bid submission will be immediately disqualified as nonresponsive.**

ENCLOSURE B
FORM PW-20.2 (Supplemental)

3. Bidder's onsite supervising employee(s) who will be assigned to this contract must have a minimum of 3 years of experience supervising landscape maintenance services.

Yes. Bidder's on-site supervising employee(s) does meet the experience requirement as stated above. Please complete the chart below.

Bidder's on-site supervising employee(s) name(s)	Dates of Experience (Mo./Yr. to Mo./Yr.)	Description of Services/Experience Please provide a detailed narrative of Bidder's on-site supervising employee's experience in your Invitation for Bids to validate this minimum mandatory requirement.	Page No. (Page in your bid which details this requirement.)
J. Jesus Gonzalez	10 / 2010 to 1 / 2025 (present)	J. Jesus has over 15 years of on-site supervisory experience in the landscape industry to include channel right-of-way clearing and existing commercial landscape maintenance contracts with the Los Angeles County Department of Public Works (PW). J. Jesus' work experience consists of but is not limited to mowing, blowing, edging, weed abatement, brush clearance, plant/shrub/vegetation removal, plant and shrub maintenance, vegetation maintenance, trash and debris pick up and disposal, etc. J. Jesus has experience overseeing employees at jobsites to monitor for compliance and ensure that all work is being completed in a timely manner. J. Jesus oversees that employees are performing work with all safety procedures in place. He has prior experience completing and overseeing employees completing contract work awarded by the County of Los Angeles Department of Public Works (PW), therefore, he is aware of the procedures for compliance under such contracts. J. Jesus is also aware of native and non-native plant maintenance standards under various LA County Department of Public Works (PW) contracts.	
Jose Mendez	08 / 2005 to 1 / 2025 (present)	Jose has over 15 years of on-site supervisory experience in the landscape industry to include channel right-of-way clearing. Jose's work experience consists of but is not limited to mowing, blowing, edging, weed abatement, brush clearance, plant/shrub/vegetation removal, plant and shrub maintenance, plant and shrub maintenance, trash and debris pick up and disposal, etc. Jose has experience overseeing employees at jobsites to monitor for compliance and ensure that all work is being completed in a timely manner. Jose oversees that employees are performing work with all safety procedures in place. He has prior experience completing and overseeing employees completing contract work awarded by the County of Los Angeles Department of Public Works (PW), therefore, he is aware of the procedures for compliance under such contracts. Jose is also aware of native and non-native plant maintenance standards under various LA County Department of Public Works (PW) contracts.	

No. Bidder's onsite supervising employee(s) does not meet the experience requirement as stated above. **By checking this box, your Bid submission will be immediately disqualified as nonresponsive.**

4. Bidder must submit a copy of a valid and active State of California Contractor's Class C-27 Landscape license and C-61/D-49 Limited Specialty, Tree Service Contractor License.

Yes. Bidder does meet the licensing requirements as stated above. Please complete the chart below.

Name of License Holder	Type of License	License No.	Valid/Active Dates	Page No. (Page in your bid which details this requirement.)
J. Orozco Enterprises Inc. DBA Orozco Landscape and Tree Company	C27 C61/D49	780564	5/31/2025 then renews	



**CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE**



License Number: **780564**

Entity: **CORP**

Business Name: **J OROZCO ENTERPRISES INC DBA
OROZCO LANDSCAPE AND TREE CO**

Classification: **C27 C81/D49**

Expiration Date: **05/31/2025**

www.csjb.ca.gov



ENCLOSURE B
FORM PW-20.2 (Supplemental)

No. Bidder does not meet the license requirement as stated above. **By checking this box, your Bid submission will be immediately disqualified as nonresponsive.**

5. Bidder must submit a copy of valid and active State of California Department of Pesticide Regulation, Pest Control Business license.

Yes. Bidder does meet the licensing requirement as stated above. Please complete the chart below.

Name of License Holder	License No.	Valid/Active Dates	Page No. (Page in your bid which details this requirement.)
J. Orozco Enterprises, Inc. DBA Orozco Landscape and Tree Company	35887	12/31/2025 then renews	

No. Bidder does not meet the license requirement as stated above. **By checking this box, your Bid submission will be immediately disqualified as nonresponsive.**

6. Bidder must submit a copy of employee(s) valid and active State of California Department of Pesticide Regulation, Qualified Applicator License.

Yes. Bidder does meet the certification requirement as stated above. Please complete the chart below.

Name of Certification Holder	Certification No.	Valid/Active Dates	Page No. (Page in your bid which details this requirement.)
Carlos Orozco	135657	Expires 12/31/2025 then renews	

No. Bidder does not meet the certification requirement as stated above. **By checking this box, your Bid submission will be immediately disqualified as nonresponsive.**



CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1001 I STREET
SACRAMENTO, CALIFORNIA 95814

ISSUED: January 01, 2024
EXPIRES: December 31, 2025

**Maintenance Gardener Pest Cont
LICENSE**

LICENSE NO. 35887

Invalid if insurance and/or qualified person(s) lapses before expiration date.

Mailing Address:

**OROZCO LANDSCAPE & TREE CO.
1419 S. EAST END AVENUE
POMONA, CA 91766**

Business Location

**OROZCO LANDSCAPE & TREE CO.
1419 S EAST END AVE
POMONA, CA 91766**



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

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

**Department of Pesticide Regulation
Licensing and Certification Program
P.O. Box 4015
Sacramento, California 95812-4015**



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM



PCA

AGRICULTURAL PEST CONTROL ADVISER LICENSE

LICENSE #: 135657

EXPIRES: 12/31/2025

Categories: ABCDEFG

Issued: 1/1/2024

CARLOS OROZCO

1419 S EAST END AVE

POMONA, CA 91766



This License must be shown to any representative of the Director or
Commissioner upon request.

ENCLOSURE B
FORM PW-20.2 (Supplemental)

7. Bidder must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. **Pending registrations will not be accepted.**

Yes. Bidder does meet the registration requirement as stated above. Please complete the chart below.

Name of Registration Holder	Registration No.	Registration Dates	Expiration Dates	Page No. (Page in your bid which details this requirement.)
J. Orozco Enterprises Inc., DBA Orozco Landscape and Tree Company	1000017052	7/1/2024	6/30/2027 then renews	

No. Bidder **does not** meet the registration requirement stated above. **By checking this box, your Bid submission will be immediately disqualified as nonresponsive.**

7.1 Prevailing Wage Payment Affirmation:

Yes. Bidder has determined the appropriate prevailing wage classifications needed to perform the work requested and prevailing wage work shall be paid Prevailing Wages in compliance with the California Labor Code when conducting activities that are subject to prevailing wage. These rates must be included in Form LW-8, Cost Methodology.

No. Bidder has not determined the appropriate prevailing wage classifications needed to perform the work requested and Bidder will not pay prevailing wages in compliance with the California Labor Code when conducting activities that are subject to prevailing wage. And/Or the rates included in Form LW-8, Cost Methodology, do not demonstrate payment of prevailing wages for the work. **By checking this box, the Bid Submission will be immediately disqualified as nonresponsive.**



APPLICATION FOR PUBLIC WORKS CONTRACTOR REGISTRATION

Registration Information

Type: Public Works
Period: 07/01/2024 06/30/2027

Contractor Information

Contractor Name: J. OROZCO ENTERPRISES, INC.
Trade Name: OROZCO LANDSCAPE AND TREE COMPANY
License Type Number: 1000017052

Contractor Physical Address

Physical Business Country: United States of America	Physical Business City/ Province: POMONA
Physical Business Address: 1419 S. EAST END AVE	Physical Business State: CA
	Physical Business Postal Code: 91766

Contractor Mailing Address

Mailing Country: United States of America	Mailing City /Province: POMONA
Mailing Address: 1419 S. EAST END AVE	Mailing State: CA
	Mailing Postal Code: 91766

Contact Info

Daytime Phone:	Daytime Phone Ext.:
Mobile Phone:	Business Email: alicia@orozcolandscape.com
	Applicant's Email: alicia@orozcolandscape.com

INTEGRATED PEST MANAGEMENT PROGRAM COMPLIANCE CERTIFICATION

Company Name: J. Orozco Enterprises Inc. DBA Orozco Landscape and Tree Company		
Company Address: 1419 S. East End Ave		
City: Pomona	State: CA	Zip Code: 91766
Telephone Number: 909-623-8287	E-Mail Address: carlos@orozcolandscape.com; alicia@orozcolandscape.com	
Solicitation/Contract for BRC0000526 County Owned Airports Landscape Services		

PROPOSER CERTIFICATION

Los Angeles County is a permittee to a National Pollutant Discharge Elimination System Permit (NPDES Permit) issued by the Los Angeles Regional Water Quality Control Board to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. One of the conditions of the NPDES Permit is the Integrated Pest Management Program (IPM Program), which was developed to reduce the impact of pesticides and fertilizers to surface water. Among other things, the IPM Program imposes requirements to County Purchasing and Contracting, which are outlined in Exhibit A, Scope of Work, Integrated Pest Management Program Compliance of the proposed Contract. The entire Countywide IPM Program is available at www.lacountyipm.org

Proposer acknowledges and certifies compliance with Exhibit A, Scope of Work, Integrated Pest Management Program Compliance of the proposed Contract and agrees that proposer or a member of its staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's IPM Program may result in rejection of any Proposal/Bid, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct, and that I am authorized to represent this company.

Print Name: Carlos Orozco	Title: Operations Manager
Signature: 	Date: 1/6/2025

COMMUNITY BUSINESS ENTERPRISES PARTICIPATION FORM

Contractors are required to indicate their good faith effort in CBE participation by indicating on this form their proposed involvement on this project. CBEs are Minority/Women/Disadvantaged/Disabled Veteran/Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning owned Business Enterprises (MBE/WBE/DBE/DVBE/LGBTQQ). This form shall be provided to the COUNTY at the time of Proposal submittal.

LIST OF CBE PARTICIPATION

The following is a list of certified CBE Subcontractors that the Proposer elects to list as a Subcontractor to perform a portion or portions of this Work, and known suppliers from whom Proposer proposes to procure materials and/or equipment for the Work.

<u>NAME/ADDRESS</u>	<u>TYPE OF WORK OR PRODUCT</u>	<u>INDICATE MBE/ WBE/DBE/DVBE/ LGTQQBE</u>	<u>PERCENTAGE OF BASE PRICE PROPOSAL</u>
N/A			

REQUIRED FORM**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 FORM
CONTRIBUTION AND AGENT DECLARATION FORM

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

A. COMPANY OR APPLICANT INFORMATION

- 1) Declarant Company or Applicant Name: J. Orozco Enterprises Inc.,
DBA Orozco Landscape and Tree Company
 - a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal: N/A
 - b) If applicable, variations and acronyms of Declarant Company's name used within the past 12 months: N/A
 - 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:
Orozco Landscape and Tree Company

[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): N/A
 - b) Subsidiaries: N/A
 - c) Related Business Entities: N/A
- 3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder. Jose J. Orozco
- 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. N/A

REQUIRED FORM

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.)* N/A

- 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
Not Applicable, thank you.		

*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
Not Applicable, thank you.			

*Please attach an additional page, if necessary.

REQUIRED FORMS

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.

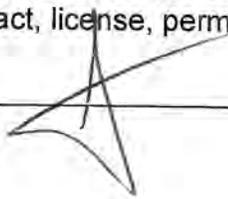
COMPANY BIDDERS OR APPLICANTS

I, Jose J. Orozco (Authorized Representative), on behalf of J. Orozco Enterprises Inc., DBA Orozco Landscape and Tree Company (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



1/6/2025

Date

REQUIRED FORMS**CONTRIBUTION AND AGENT DECLARATION FORM****INDIVIDUAL BIDDERS OR APPLICANTS**

I, Jose J. Orozco, 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

1/6/2025

Date

LOS ANGELES COUNTY CODE

Title 2 ADMINISTRATION

Chapter 2.201 Living Wage Program

2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 2007-0011 § 1, 2007; Ord. 99-0048 § 1 (part), 1999.)

2.201.20 Definitions.

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

- A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full- or part-time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the County:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this Chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this Chapter as a "cafeteria services contract," and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
 - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer, but in no event less than 35 hours worked per week.
- E. "Part time" means less than 40 hours worked per week, unless a lesser number is a recognized

industry standard and is approved as such by the Chief Executive Officer.

- F. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq., of this code, entitled Contracting with Private Business. (Ord. 2015-0061 § 1, 2015; Ord. 2007-0011 § 2, 2007; Ord. 99-0048 § 1 (part), 1999.)

2.201.30 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter. It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

2.201.040 Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly rate set under this Chapter or in Title 8—Consumer Protection, Business and Wage Regulations, commencing with Section 8.100.010, whichever is higher. The rate shall be as follows:
1. On March 1, 2016, and thereafter the rate shall be \$13.25 per hour;
 2. On January 1, 2017, and thereafter the rate shall be \$14.25 per hour;
 3. On January 1, 2018, and thereafter the rate shall be \$15.00 per hour;
 4. On January 1, 2019, and thereafter the rate shall be \$ 15.79 per hour;
 5. Beginning January 1, 2020, and thereafter the living wage rate shall increase annually based on the average Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W) for the Los Angeles metropolitan area (Los Angeles-Riverside-Orange County, CA), which is published by the Bureau of Labor Statistics of the United States Department of Labor.
- B. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A of this Section, above for future contracts. Any adjustments to the living wage rate specified in subsection A that are adopted by the Board of Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments. (Ord. 2015-0061 § 2, 2015; Ord. 2007-0011 § 3, 2007; Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written

instructions on the implementation and ongoing administration of this Chapter. Such instructions may provide for the delegation of functions to other County departments.

- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and provide other information deemed relevant to the enforcement of this Chapter by the County. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to the Board of Supervisors on contractor compliance with the provisions of this Chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 2015-0061 § 3, 2015; Ord. 2011-0066 § 3, 2011; Ord. 99-0048 § 1 (part), 1999.)

2.201.60 Employer retaliation prohibited.

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

2.201.70 Employee retention rights.

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

- A. A "retention employee" is an employee of a predecessor employer:
 - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 - 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
 - 1. Has been convicted of a crime related to the job or his or her job performance; or
 - 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.80 Enforcement and Remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
 - 1. Assess liquidated damages as provided in the contract; and/or
 - 2. Recommend to the board of supervisors the termination of the contract; and/or
 - 3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code. (Ord. 2007-0011 § 4, 2007; Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

- A. Other Laws. This Chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this Chapter shall be superseded by a collective bargaining agreement that expressly so provides. (Ord. 2015-0061 § 4, 2015; Ord. 99-0055 § 1, 1999; Ord. 99-0048 § 1 (part), 1999.)

2.201.100 Severability.

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

COUNTY OF LOS ANGELES 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: N/A, thank you.		
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):

Living Wage Rate Annual Adjustments

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers shall pay employees a Living Wage for their services provided to the County of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
January 1, 2022	\$17.14
January 1, 2023	\$18.49
January 1, 2024	\$18.86
January 1, 2025	CPI

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.

The Chief Executive Office will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, and every year thereafter.

GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

DEDUCTION CATEGORIES	RANGE OF DEDUCTION (Deduction is taken from Proposer's Final Evaluation Score)
<p style="text-align: center;">MAJOR</p> <p>County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*</p>	<p style="text-align: center;">6 - 10%</p> <p>Consider investigating a finding of proposer non-responsibility**</p>
<p style="text-align: center;">MINOR</p> <p>County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*</p>	<p style="text-align: center;">1 - 5%</p>
<p style="text-align: center;">NONE</p> <p>County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*</p>	<p style="text-align: center;">0</p>

Assessment Criteria

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

The assessment and determination of whether a violation is major, minor, or non-existent ("none") and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

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

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

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: COUNTY-OWNED AIRPORTS LANDSCAPE SERVICES (BRC0000526)

PROPOSER: J. Orozco Enterprises, Inc. DBA Orozco Landscape and Tree Company

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Landscape Maintenance Laborer	0	8	8	8	8	8	0	40	2080	\$27.25	\$56,680.00
Landscape Maintenance Laborer	0	8	8	8	8	8	0	40	2080	\$23.14	\$48,131.20
Landscape Maintenance Laborer	0	8	8	8	8	8	0	40	2080	\$23.14	\$48,131.20
											\$
											\$
											\$
											\$
											\$
											\$
											\$
Comments/Notes:											
Total Salaries											
**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATES IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS, OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.											
(1) Vacations, Sick Leave, Holiday											
(2) Health Insurance											
(3) Payroll Taxes & Workers' Compensation											
(4) Welfare and Pension											
Total Employee Benefits (1+2+3+4)											
(5) Equipment Costs											
(6) Service and Supply Costs											
(7) General and Administrative Costs											
(8) Profit											
Total Other Costs (5+6+7+8)											
DO NOT USE. SEE EXHIBIT A.3 FOR NEGOTIATED RATES											
TOTAL PRICE											

* All employees shown must be FULL-TIME employees of the Bidder, unless exemption to use part-time employees has been granted by the County.

** Living Wage Rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection.

Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; and estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2.1-2.6, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2.1-2.6, Schedule of Prices, and this cost methodology, Form LW-8.1-8.4, the correctly calculated price indicated in Form PW-2.1-2.6, Schedule of Prices, shall prevail.

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

J. Orozco Enterprises, Inc. DBA
Orozco Landscape and Tree Company

Name of Bidder

Signature 

1/6/2025

Date

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: COUNTY-OWNED AIRPORTS LANDSCAPE SERVICES (BRC0000526)

PROPOSER: J. Orozco Enterprises, Inc. DBA Orozco Landscape and Tree Company

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST											
	SUN	MON	TUE	WED	THU	FRI	SAT															
Landscape Maintenance Laborer	0	8	8	8	8	8	0	40	2080	\$28.62	\$59,529.60											
Landscape Maintenance Laborer	0	8	8	8	8	8	0	40	2080	\$24.30	\$50,544.00											
Landscape Maintenance Laborer	0	8	8	8	8	8	0	40	2080	\$24.30	\$50,544.00											
											\$											
											\$											
											\$											
											\$											
											\$											
											\$											
											\$											
Comments/Notes:											Total Salaries	\$ 160,617.60										
**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.											(1) Vacations, Sick Leave, Holiday	\$ 49,000.00										
											(2) Health Insurance	\$ 10,260.00										
											(3) Payroll Taxes & Workers' Compensation	\$ 76,000.00										
											(4) Welfare and Pension	\$ 10,260.00										
											Total Employee Benefits (1+2+3+4)											\$ 145,520.00
											(5) Equipment Costs	\$ 33,005.73										
											(6) Service and Supply Costs	\$ 27,360.73										
											(7) General and Administrative Costs	\$ 17,261.12										
(8) Profit	\$ 15,990.22																					
Total Other Costs (5+6+7+8)											\$ 93,617.80											
DO NOT USE. SEE EXHIBIT A.3 FOR NEGOTIATED RATES											TOTAL PRICE	\$ 399,755.40										

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

** Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection.

Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; and estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2.1-2.6, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2.1-2.6, Schedule of Prices, and this cost methodology, Form LW-8.1-8.4, the correctly calculated price indicated in Form PW-2.1-2.6, Schedule of Prices, shall prevail.

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

J. Orozco Enterprises, Inc. DBA
Orozco Landscape and Tree Company

Name of Bidder

Signature

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1/6/2025

Date

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: COUNTY-OWNED AIRPORTS LANDSCAPE SERVICES (BRC0000526)

PROPOSER: J. Orozco Enterprises, Inc. DBA Orozco Landscape and Tree Company

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Landscape Maintenance Laborer	0	8	8	8	8	8	0	40	2080	\$30.05	\$ 62,504.00
Landscape Maintenance Laborer	0	8	8	8	8	8	0	40	2080	\$25.51	\$ 53,060.80
Landscape Maintenance Laborer	0	8	8	8	8	8	0	40	2080	\$25.51	\$ 53,060.80
											\$
											\$
											\$
											\$
											\$
											\$
											\$
Comments/Notes:											
Total Salaries											
\$ 168,625.60											
**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.	(1) Vacations, Sick Leave, Holiday										\$ 53,000.00
	(2) Health Insurance										\$ 11,100.00
	(3) Payroll Taxes & Workers' Compensation										\$ 82,080.00
	(4) Welfare and Pension										\$ 11,100.00
	Total Employee Benefits (1+2+3+4)										\$ 157,280.00
	(5) Equipment Costs										\$ 37,638.32
	(6) Service and Supply Costs										\$ 30,360.73
	(7) General and Administrative Costs										\$ 17,261.12
(8) Profit										\$ 17,131.91	
Total Other Costs (5+6+7+8)										\$ 102,392.08	
DO NOT USE. SEE EXHIBIT A.3 FOR NEGOTIATED RATES											
TOTAL PRICE										\$428,297.68	

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

** Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection.

Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; and estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2.1-2.6, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2.1-2.6, Schedule of Prices, and this cost methodology, Form LW-8.1-8.4, the correctly calculated price indicated in Form PW-2.1-2.6, Schedule of Prices, shall prevail.

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

J. Orozco Enterprises, Inc. DBA
Orozco Landscape and Tree Company

Name of Bidder

Signature

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1/6/2025

Date

STAFFING PLAN AND COST METHODOLOGY FOR CONTRAC' COUNTY-OWNED AIRPORTS LANDSCAPE SERVICES (BRC0000526)

PROPOSER: J. Orozco Enterprises, Inc. DBA Orozco Landscape and Tree Company

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST											
	SUN	MON	TUE	WED	THU	FRI	SAT															
Landscape Maintenance Laborer	0	8	8	8	8	8	0	40	2080	33.12	\$ 68,889.60											
Landscape Maintenance Laborer	0	8	8	8	8	8	0	40	2080	28.12	\$ 58,489.60											
Landscape Maintenance Laborer	0	8	8	8	8	8	0	40	2080	28.12	\$ 58,489.60											
											\$											
											\$											
											\$											
											\$											
											\$											
											\$											
DO NOT USE. SEE EXHIBIT A.3 FOR NEGOTIATED RATES											\$											
DO NOT USE. SEE EXHIBIT A.3 FOR NEGOTIATED RATES											\$											
Comments/Notes:																						
											Total Salaries	\$ 185,868.80										
**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.											(1) Vacations, Sick Leave, Holiday	\$ 55,819.00										
											(2) Health Insurance	\$ 12,300.00										
											(3) Payroll Taxes & Workers' Compensation	\$ 88,737.00										
											(4) Welfare and Pension	\$ 12,300.00										
											Total Employee Benefits (1+2+3+4)											\$ 169,156.00
											(5) Equipment Costs	\$ 38,638.32										
											(6) Service and Supply Costs	\$ 29,666.65										
											(7) General and Administrative Costs	\$ 17,261.12										
(8) Profit	\$ 18,357.95																					
Total Other Costs (5+6+7+8)											\$ 103,924.04											
TOTAL PRICE											\$ 458,948.84											

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

** Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection.

Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; and estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2.1-2.6, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2.1-2.6, Schedule of Prices, and this cost methodology, Form LW-8.1-8.4, the correctly calculated price indicated in Form PW-2.1-2.6, Schedule of Prices, shall prevail.

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

J. Orozco Enterprises, Inc. DBA
Orozco Landscape and Tree Company

Name of Bidder

Signature 

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1/6/2025
Date

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: COUNTY-OWNED AIRPORTS LANDSCAPE SERVICES (BRC0000526)

PROPOSER: J. Orozco Enterprises, Inc. DBA Orozco Landscape and Tree Company

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Landscape Maintenance Laborer	0	8	8	8	8	8	0	40	2080	34.78	\$ 72,342.40
Landscape Maintenance Laborer	0	8	8	8	8	8	0	40	2080	29.53	\$ 61,422.40
Landscape Maintenance Laborer	0	8	8	8	8	8	0	40	2080	29.53	\$ 61,422.40
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
DO NOT USE. SEE EXHIBIT A.3 FOR NEGOTIATED RATES											
Comments/Notes:											
										Total Salaries	\$ 195,187.20
**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.											
(1) Vacations, Sick Leave, Holiday											\$ 60,290.00
(2) Health Insurance											\$ 13,300.00
(3) Payroll Taxes & Workers' Compensation											\$ 95,836.00
(4) Welfare and Pension											\$ 13,300.00
Total Employee Benefits (1+2+3+4)											\$ 182,726.00
(5) Equipment Costs											\$ 41,638.32
(6) Service and Supply Costs											\$ 35,383.44
(7) General and Administrative Costs											\$ 17,261.12
(8) Profit											\$ 19,674.84
Total Other Costs (5+6+7+8)											\$ 113,957.72
TOTAL PRICE											\$ 491,870.92

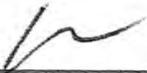
* All employees shown must be FULL-TIME employees of the Bidder, unless exemption to use Part-Time employees has been granted by the County.

** Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection. Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; and estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2.1-2.6, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2.1-2.6, Schedule of Prices, and this cost methodology, Form LW-8.1-8.4, the correctly calculated price indicated in Form PW-2.1-2.6, Schedule of Prices, shall prevail.

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

J. Orozco Enterprises, Inc. DBA
Orozco Landscape and Tree Company

Name of Bidder


Signature

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1/6/2025
Date

Instructions for PW-2, Schedule of Prices and LW-8, Cost Methodology

The Contract's terms and the anniversary of the Living Wage rate increases are not the same dates. For example, the Contract may start from July 1, 2022, and will end June 30, 2023, which covers two different rates of Living Wage.

This means in the same Contract term, for example, the first option term, contractor must adhere to two different rates of Living Wage. Each Contract term has its own Form PW-2 and Form LW-8.

Important: CONTRACTOR IS RESPONSIBLIE TO PAY THE REQUIRED MINIMUM LIVING WAGE RATE FOR EACH YEAR REGARDLESS IF THE RATES LISTED ON FORM LW-8s ARE LOWER.

HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.

Effective Date	Hourly Rate
January 1, 2022	\$17.14
January 1, 2023	\$18.49
January 1, 2024	\$18.86
January 1, 2025	Previous Year + CPI
January 1, 2026	Previous Year + CPI

For example, contractor's term cover from July 1, 2022, to December 31, 2022, the Living Wage rate is \$17.14 and from January 1, 2023, to June 30, 2023, the Living Wage rate is \$17.14+CPI; therefore, the Contractor's LW-8 for this period must be \$17.14+CPI or higher or Contractor's LW-8 clearly shows the two rates during those periods.

Each Contract term proposed prices indicated in Form PW-2, Schedule of Prices, must be equal to each Form LW-8.



Landscape and Tree Company

Title Page

Re: Statement of Qualifications for Landscape and Grounds Maintenance Services – (2014-PA039)

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

Bid Due Date: 1/12/2015 at 5:30pm

Date of Submittal: 1/9/15

Table of Contents:

1. Letter of Transmittal
2. Support Documents for Corporations "Certificate of Status" from Secretary of State
3. Support Documents for Corporations "Statement of Information" from Secretary of State
4. Support Documents for Corporations Electronic filing copy of "Statement of Information" for year 2014
5. Support Documents for Corporations "Statement of Information" electronic Copy showing no changes in 2014
6. Experience, including: Background, Specific Information regarding length and quality of experience providing services to LA County DPW, Similar experience to Landscape and Grounds Maintenance Services
7. Experience, continued. Similar experience to Landscape and Grounds Maintenance Services, Minimum Mandatory Requirements, Including other services Orozco Landscape provides
8. Experience, Organizational Chart
9. Experience, Jose J. Orozco's resume
10. Experience, Jose J. Orozco's Class A Commercial Drivers License and ISA Certified Arborist Card
11. Experience, Robert Cisneros resume
12. Experience, Robert Cisneros ISA Certified Arborist Card and Dept. of Pesticide Regulation Qualified Applicator Certificate
13. Experience, Robert Cisneros Dept. of Pesticide Regulation Qualified Applicator Certificate renewal for 2015 card issuance
14. Experience, Robert Cisneros Dept. of Pesticide Regulation Qualified Applicator Certificate renewal for 2015 card issuance, continuing education record renewal summary
15. Experience, Carlos Orozco's resume
16. Experience, Carlos Orozco's Class A Commercial Drivers License, Dept. of Pesticide Regulation Qualified Applicator License, Dept. of Pesticide Regulation Agricultural Pest Control Advisor License and ISA Certified Arborist Card
17. Experience, Carlos Orozco's Certificate of completing a course of Maugey Tree Injector Units
18. Experience, Carlos Orozco's Certified Irrigation Repair Technician Certificate
19. Experience, Carlos Orozco's Recycled Water Onsite Supervisor Training Certificate
20. Experience, Carlos Orozco's Smart Water Certified Manager
21. Experience, Carlos Orozco's Landscape Industry Certification: Exterior Technician Irrigation
22. Experience, Carlos Orozco's Landscape Industry Certification: Exterior Technician Irrigation, proof of CEU submission for 2015 issuance
23. Experience, Brandon Orr's resume
24. Experience, Brandon Orr's Certified Irrigation Repair Technician Certificate
25. Experience, Santiago Ventura's resume
26. Experience, Servando Espinoza's resume
27. Experience, Lisa Orozco's resume
28. Experience, Jose Mendez's resume
29. Experience, Jose Manuel De La Torre's resume
30. Experience, Abelardo Lazaro's resume
31. Experience, Diego Leal's resume
32. Experience, Jose Tapia's resume
33. Experience, Jose Ramirez's resume
34. Experience, Jose Jesus Gonzalez's resume
35. Work Plan, including: Initial Research and First Hand Experience, Management Preparation
36. Work Plan Management Preparation continued. A. Maintenance Services i. Maintenance of turf, groundcover and edging: turf mowing
37. Work Plan continued. A. Maintenance Services i. Maintenance of turf, groundcover and edging: mechanical edging and groundcover. ii. Pruning of trees and shrubs. iii. Control of weeds, vegetation disease and pests: weeds
38. Work Plan continued. A. Maintenance Services iii. Control of weeds, vegetation disease and pests: vegetation disease and pests. iv. Maintenance, operation, testing, and repair of irrigation systems, sprinkler heads and risers: irrigation maintenance and operation: irrigation testing, and irrigation repairs
39. Work Plan continued. A. Maintenance Services. v. removal of litter, dead leaves and grass clipping. B. Staffing Plan/Maintenance Schedules: staffing plan
40. Work Plan continued. Sample staffing plan identifying Qualified Inspector and crew with an onsite foreman/supervisor included and Maintenance Schedules.
41. Work Plan continued. Sample maintenance schedule for landscape and grounds maintenance services.
42. Work Plan, Landscape and Grounds Maintenance Services- Sample Maintenance Items Schedule
43. Work Plan, Landscape and Grounds Maintenance Services- Sample Maintenance Items Schedule
44. Work Plan, Landscape and Grounds Maintenance Services- Sample Maintenance Items Schedule- LID Systems
45. Work Plan, Landscape and Grounds Maintenance Services- "as needed" Maintenance Items Schedule
46. Work Plan, c. Certified Arborist, d. Use of Chemicals. e. Damage Prevention
47. Work Plan, f. Safety Requirements: safety and traffic control safety plan
48. Work Plan, Emergency Planning, Recruitment and Replacement, Training.
49. Work Plan, Uniforms, Water Pollution Control: National Pollutant Discharge Elimination System, Water Pollution Control: Best Management Practices, communication, equipment, supplies and vehicles.
50. Quality Assurance Program Policies and Procedures, introduction and program detail
51. Quality Assurance Program detail continued. Inspection Fundamentals. Identified Qualified Inspector, Inspection Schedule. Methodology to correct deficiencies-level of supervision included in inspections and how inspections are performed.



Orozco Landscape and Tree Company
1419 S. East End Ave Pomona Ca 91766

52. Quality Assurance Program, Sample Form used by Orozco Landscape that outline required operations of this contract and many of our month to month service contracts with quality levels- Month to Month Landscape Maintenance Inspection Report.
53. Quality Assurance Program, Sample Inspection form from Orozco Landscape for Initial Inspection and Final Inspection of job sites page 1
54. Quality Assurance Program, Sample Inspection form from Orozco Landscape for Initial Inspection and Final Inspection of job sites page 2
55. Quality Assurance Program, Quality Control Documentation, Review and Reporting
56. "confidential" Financials. Accountants Compilation Report for Orozco Landscape for the Fiscal Year Ending 12/31/2013, page 1
57. "confidential" Financials. Accountants Compilation Report for Orozco Landscape for the Fiscal Year Ending 12/31/2013, page 2
58. "confidential" Financials. Accountants Compilation Report for Orozco Landscape for the Fiscal Year Ending 12/31/2013, page 3
59. "confidential" Financials. Accountants Compilation Report for Orozco Landscape for the Fiscal Year Ending 12/31/2012, page 1
60. "confidential" Financials. Accountants Compilation Report for Orozco Landscape for the Fiscal Year Ending 12/31/2012, page 2
61. "confidential" Financials. Accountants Compilation Report for Orozco Landscape for the Fiscal Year Ending 12/31/2012, page 3
62. "confidential" Financials. Accountants Compilation Report for Orozco Landscape for the Fiscal Year Ending 12/31/2011, page 1
63. "confidential" Financials. Accountants Compilation Report for Orozco Landscape for the Fiscal Year Ending 12/31/2011, page 2
64. "confidential" Financials. Accountants Compilation Report for Orozco Landscape for the Fiscal Year Ending 12/31/2011, page 3
65. Copy of Orozco Landscape's Contractors State License & California Dept. of Pesticide Regulation Maintenance Gardener Pest Control Business License
66. Copy of Orozco Landscape's General Liability Certificate
67. Copy of Orozco Landscape's General Liability Certificate- additional insured endorsement
68. Copy of Orozco Landscape's General Liability Certificate- additional insured endorsement
69. Copy of Orozco Landscape's General Liability Certificate- additional insured endorsement
70. Copy of Orozco Landscape's Workers Compensation Certificate
71. Copy of Orozco Landscape's Workers Compensation Certificate- Waiver of Subrogation
72. PW1 Form- Verification of Proposal
73. PW3 Form- Employee's Jury Service Program
74. PW4 Form- Contractor's Safety Record
75. PW5 Form- Conflict of Interest Certification
76. PW6 Form- Reference List
77. PW6 Form-Reference List
78. PW7 Form- Equal Opportunity Certification
79. PW8 Form- List of Subcontractors, no subcontractors will be used
80. PW9 Form- Request for SBE Preference
81. County of Los Angeles Local SBE Certificate
82. PW10 Gain/ Grow Employee Commitment
83. PW11 Transmittal Form – not applicable
84. PW12 Form- Charitable Contributions Certification
85. PW13 Form- Transitional Job Opportunities Preference Program
86. PW14 Form- List of Terminated Contracts
87. PW15 Form- Pending Litigation and Judgments
88. PW16 Form- Insurance Compliance Affirmation
89. PW17 Form- Certification of Compliance with County's Defaulted Property Tax
90. PW18 Form- DVBE preference form
91. PW19 Form- Statement of Equipment Form
92. PW19 Form- Statement of Equipment Form
93. PW19 Form- Statement of Equipment Form
94. PW19 Form- Statement of Equipment Form
95. PW19 Form- Statement of Equipment Form
96. PW19 Form- Statement of Equipment Form
97. PW19 Form- Statement of Equipment Form
98. PW20 Form- Compliance with the Minimum Requirements of the RFP
99. PW20 Form- Compliance with the Minimum Requirements of the RFP
100. PW20 Form- Compliance with the Minimum Requirements of the RFP
101. LW2 Living Wage Program- application for exemption (not applicable)
102. LW2 Living Wage Program- application for exemption (not applicable)
103. LW3 Living Wage Declaration
104. LW4 Living Wage acknowledgement and statement of compliance
105. LW5 Living Wage Program, labor payroll debarment history (not applicable)



Orozco Landscape and Tree Company
1419 S. East End Ave Pomona Ca 91766

106. LW6 Guidelines for Assessment of Proposer Labor Law Payroll Violations (not applicable)
107. LW7 Living Wage Program Medical Plan Coverage (not applicable)
108. LW7 Living Wage Program Medical Plan Coverage (not applicable)
109. LW9 Wage and Hour Record Keeping for Living Wage Contracts
110. LW9 Wage and Hour Record Keeping for Living Wage Contracts
111. Copy of Orozco Landscape's Weekly Work Schedule
112. Copy of Orozco Landscape's Weekly Work Schedule for living wage contracts
113. Copy of Orozco Landscape's Weekly Work Schedule for living wage contracts specific to jobsites
114. Sample employee list with employee names in alphabetical order in which office staff uses to enter payroll in the Quickbooks Pro 2014 system.
115. LW9 Wage and Hour Record Keeping for Living Wage Contracts
116. LW9 Wage and Hour Record Keeping for Living Wage Contracts
117. Copy of Orozco Landscape's Paycheck and Pay Stub
118. LW9 Wage and Hour Record Keeping for Living Wage Contracts
119. LW9 Wage and Hour Record Keeping for Living Wage Contracts
120. "There is no additional information we wish to present"



Orozco Landscape and Tree Company
1419 S. East End Ave Pomona Ca 91766



Landscape and Tree Company

Letter of Transmittal:

Orozco Landscape and Tree Company has carefully reviewed the County of Los Angeles Department of Public Works request for our statement of qualifications (RFSQ). This contract consists of our company providing landscape and grounds maintenance services in a professional manner in accordance with contract specifications and guidelines to sites throughout Los Angeles County. Once the Los Angeles County Department of Public Works identifies a need for landscape and grounds maintenance, they will provide a detailed outline of each jobsite with its service area and maps to each qualified bidder. Jobsites are landscaped with turf, groundcover, shrubs, and trees. Each unique jobsite may have manual or automatic irrigation systems. Our company will provide landscape and grounds maintenance services, including but not limited to: the maintenance of turf, groundcover, shrubs and trees; the pruning of shrubs and trees; the controlling of weeds and the controlling of vegetation disease, pests and rodents. Services also include the maintenance, operation, and repair of all irrigation systems, the renovation of turf and groundcover areas and the maintenance and repair of low-impact development (LID) systems. Our company is aware that during the course of any contract operations, other ongoing operations may be under way completed by the county or other contractors such as: irrigation system modifications or repair; construction; storm related operations; or landscape refurbishments that may require our company to amend certain tasks for the jobsite's operation. At any time during operations, our company will promptly comply with any requests made by the contract manager or other public works representatives (PWR). Our company will adhere to all the requirements set forth in the scope of work section of the statement of qualifications bid documents, a detailed plan can be found in the work plan section of our bid. We will provide the PWR with any necessary maintenance reports and 'as needed' items will only be performed with the PWR's approval. 'As needed' items may include: the manual operation of irrigation systems past the 30 day required period; irrigation system repairs or water shut off requests with a 4 hour minimum charge for an emergency call out; and the hydro-seeding and rehydro-seeding of grasses.

We have carefully reviewed, and will follow all contract guidelines, specifications and plans. We will prevent encroachment on adjacent properties and maintain proper vertical clearances of 7 feet for pedestrian areas and 14 feet for vehicular roadways. Limbs over 1 1/2" or greater in diameter will be undercut to prevent splitting. We will monitor tree stakes and ties once a month and either retie them, remove them or replace them. Trees fewer than 3 inches in diameter will have stakes unless otherwise requested by the PWR. We will trim shrubbery and vines no shorter than 3 1/2 feet in height in order to restrict growth of them into adjacent roads, driveways and walkways. Groundcover, vines and ornamental grass will be pruned away from paved surfaces and road/bicycle trails. Weeds will be removed before they reach 6 inches tall. Litter control will take place on the schedules indicated for the specific job site's bid documents. We will also follow any requests given to us by the PWR or contract manager to complete the contract timely and efficiently. We will provide all landscape industry-trained labor with proper safety tools and equipment, management with 5 years or more experience, supplies, materials, and vehicles to perform the work. We have back-up landscape industry trained employees, vehicles and state of the art equipment that can be moved from one location to another if an unforeseen circumstance was to occur. We will leave each job site clean and free of debris.

Public Works Contract Manager: To be determined
Ph: To be determined

RFSQ contact: Mr. Eric Fong
Ph: 626-458-4077

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

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

Lisa Orozco, C.F.O./Office Manager-
1419 S. East End Ave, Pomona, Ca 9176
Ph: 909-623-8287

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

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

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

Signed: _____

Jose J. Orozco, President
Orozco Landscape and Tree Co.

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

J. OROZCO ENTERPRISES INC.

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

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

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

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



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

Debra Bowen

DEBRA BOWEN
Secretary of State

2

State of California
Secretary of State



09-669571

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

MAR 26 2009

This Space For Filing Use Only

STATEMENT OF INFORMATION

(Domestic Stock and Agricultural Cooperative Corporations)

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

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

85

532/209/255

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

J OROZCO ENTERPRISES INC
11194 PIPELINE AVE
POMONA CA 91766

DUE DATE: 03-31-09

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

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

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

5	STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
	1419 S. East End Ave.	Pomona	CA	91766
4	STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
	1419 S. East End Ave	Pomona	CA	91766
5	MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 3	CITY	STATE	ZIP CODE

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

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

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

9	NAME	ADDRESS	CITY	STATE	ZIP CODE
	Jose J. Orozco			CA	
10	NAME	ADDRESS	CITY	STATE	ZIP CODE
11	NAME	ADDRESS	CITY	STATE	ZIP CODE

12 NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

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

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

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

TYPE OF BUSINESS

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

16 BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THAT THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.
3/24/09 Jose J. Orozco 3 pres. TITLE



F200N - [REDACTED] - EX39725

From: noreply@sos.ca.gov
To: alicia@orozcolandscape.com

Priority: Normal
Date: 03-21-2014 07:02 AM

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

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

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

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

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

EX39725.pdf	Content-Type: application/pdf; name=EX39725.pdf Size: 146.01 KB
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**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

EX39725

FILED

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

MAR-19 2014

This Space for Filing Use Only

1. CORPORATE NAME
J. OROZCO ENTERPRISES INC.

2. CALIFORNIA CORPORATE NUMBER

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)
3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

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

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

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

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

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

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

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:
Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

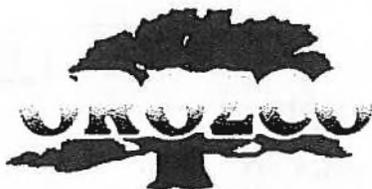
14. NAME OF AGENT FOR SERVICE OF PROCESS
15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE

Type of Business
16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

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

03/19/2014 JOSE J OROZCO 5 PRESIDENT
DATE TYPE/PRINT NAME OF PERSON COMPLETING FORM TITLE SIGNATURE

APPROVED BY SECRETARY OF STATE



Landscape and Tree Company Experience

Background

Orozco Landscape and Tree Company are well equipped to complete the scope of work requested for the RFSQ for the landscape and grounds maintenance services 2014-PA039 for various jobsites throughout Los Angeles County. We have over 25 years combined experience in landscape, grounds and tree maintenance services. Orozco Landscape and Tree Company have the ability, experience and the required financial strength to complete this contract timely, within the contract's guidelines.

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

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

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

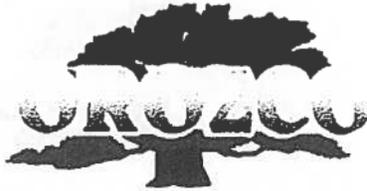
We are familiar with doing business with the Los Angeles County Department of Public Works and are very aware of their requirements of submitting the proper report forms to the public works representative showing the work location, days worked, and the tonnage for green waste and trash along with a copy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

Similar Experience to the RFSQ Landscape and Grounds Maintenance Services 2014-PA039

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

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

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



Landscape and Tree Company

Experience continued

Similar Experience to the RFSQ Landscape and Grounds Maintenance Services 2014-PA039

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

Minimum Mandatory Requirements

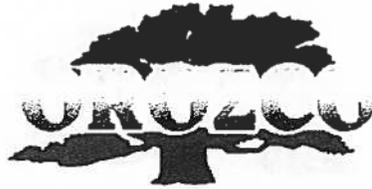
Orozco Landscape and Tree Company has compiled with the minimum mandatory requirements of this Request for Statement of Qualifications (RFSQ): 1) Orozco Landscape and Tree Company has 15 years of experience providing landscape and grounds maintenance services similar to the services requested in the RFSQ. 2) The onsite supervisor/foreman of the crew has over 5 years experience in providing landscape and grounds maintenance services similar to the services requested in the RFSQ; see attached resumes for our key personnel. Some of our current employees and assigned onsite supervisor's/foremen have been working with some of Los Angeles County Department of Public Works personnel for the past eight years with previous contracts. 3) Orozco Landscape and Tree Company has a current and valid State of California Contractors License Class C27, D49-C61 valid until 2015. 4) Orozco Landscape has full time employees with valid and active ISA Arborist certifications. 5) Orozco Landscape holds a current and active Maintenance Gardener Pest Control Business License issued by the California Department of Pesticide Regulation. 6) Orozco Landscape has full time employees with valid and active State of California Qualified Applicators Licenses.

Other Services We Provide

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

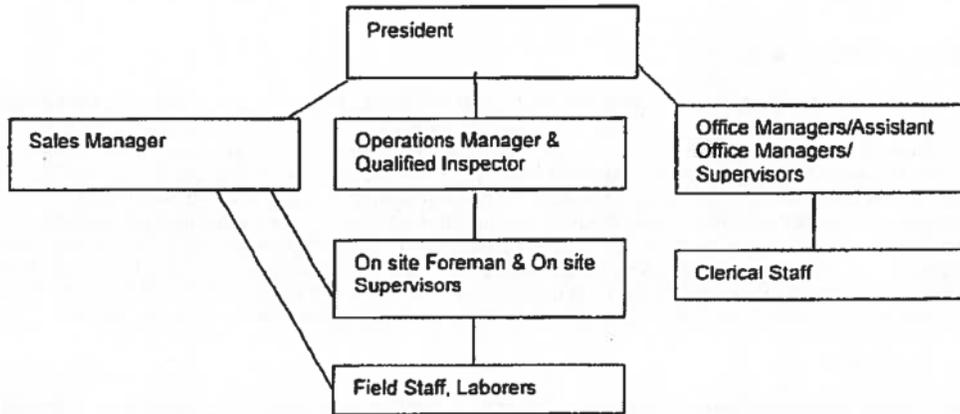
We have other comprehensive landscape, tree and irrigation services, which include:

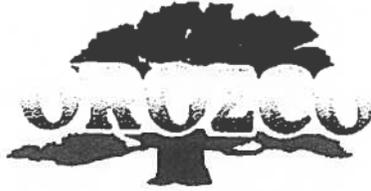
- Shrubbery and Tree Trimming (up to 100')
- Tree Take Downs and Removals
- Tree Stump Removals
- Cabling and Bracing, Thinning and Shaping, Crown Reduction
- Spring and Fall Clean-ups
- Plant and Tree Installation
- Debris Removal
- Roll-Off Service
- Tractor Service
- Brush Clearance
- Chemical and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



Landscape and Tree Company

Organizational Chart





Landscape and Tree Company

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

Experience

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

Certifications

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

Employment History

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

References

- Available upon request

CALIFORNIA COMMERCIAL DRIVER LICENSE



DL A
EXP 12/31/2017
LN OROZCO
FN JOSE JESUS

CLASS A
END NONE

DOB
RSTR NONE

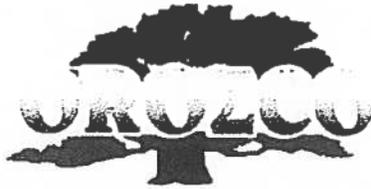
SEX M HAIR BRN EYES BRN
HGT 5-06 WGT 170 LB
IID 11/16/2007632RB/AAFD/17 ISS 11/08/2012



International Society of Arboriculture™
ISA Certified Arborist*

Jose Orozco

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



Landscape and Tree Company

Robert Cisneros

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

Experience

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

Certifications

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

Employment History

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

References

- References are available on request



International
Society
of Arboriculture
ISA Certified Arborist

Robert A. Cisneros

Certificate Number WE-5164A
Expiration Date Jun 30, 2015



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM



QUALIFIED APPLICATOR CERTIFICATE

DATE OF ISSUE
01/01/2013

VALID THROUGH
12/31/2014

QAC 82235
ROBERT A CISNEROS

B



INDIVIDUAL LICENSE/CERTIFICATE RENEWAL APPLICATION

PR-PML-141 (REV. 7/09)
Page 1 of 2

PEST MANAGEMENT AND LICENSING BRANCH
LICENSING AND CERTIFICATION PROGRAM
1001 I STREET
SACRAMENTO, CALIFORNIA 95814-2828
(916) 445-4038
FAX - (916) 445-4033
Web site: <http://www.cdpr.ca.gov/>

*Noted
12/16/14*

The mailing address you indicate on this application is your address of record for your license/certificate. Therefore, it is public information. You may wish to use a post office box in lieu of the physical address as an address of record.

ROBERT A CISNEROS

Name Change

Address Change

IMPORTANT - PLEASE READ COMPLETE ALL INFORMATION

CONTINUING EDUCATION HOURS MUST BE OBTAINED BY 12/31 OF THE LICENSE/CERTIFICATE EXPIRATION YEAR

Continuing Education. Enter the total CE hours submitted in the space provided below.

License/Certificate Number, Type and Category(ies)	Check to Renew	Continuing Education Hours				Renewal Fees	Add Late Fees if	Total Fees Paid
		Laws	Aerial	Other	Total CE Hours	Post-marked on or before 12/31	Post-marked after 12/31	Indicate total amount paid
82235 - QAC B	<input checked="" type="checkbox"/>	4.00	0.00	16.00	20	\$60.00	\$90.00	60-
Total needed to renew all of the above			5	16	20	\$60.00	\$90.00	
Enter total CE and fees submitted		5		16.5	21.5			60-

Medical Certificate Card. Apprentice and Journeyman Pilots only. See Page 2 requirements.

Fees. See Page 2 (instructions) to determine fees based on your license or certificate type and payment methods.
ALL FEES ARE NON-TRANSFERABLE AND NON-REFUNDABLE.

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

Robert Cisneros

12-15-14

SIGNATURE

DATE SIGNED

13

FOR OFFICIAL USE ONLY

IMPRINT

RENEWED

PROBLEM

DATA ENTRY

Instructions on reverse

ROBERT A CISNEROS

12/15/14



Landscape and Tree Company

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

Experience

- Carlos has 10 years experience in the landscape maintenance industry including but not limited to: chemical, mechanical, and manual weed abatement, tree, shrub, & turf maintenance, tree trimming, tree removals including flush cut removals and stump grinding, irrigation repair, testing and installation, pest & insect control & litter and leaf removal.
- Carlos has managed employees for over 9 years
- Orozco Landscape currently has reliable full time employees. Carlos manages a group of employees at certain job sites and conducts site inspections to verify that sites are up to par and that standard safety practices and quality control are being implemented into this company.
- Carlos overlooks all work including irrigation repairs that is completed for our customers. He has experience in drip line systems, smart water controllers and weather sensor controllers.
- Carlos has a commercial driver's license.
- Carlos has successfully recruited laborers that are able to complete any Landscape and Grounds Maintenance Services for the Los Angeles County Department of Public Works. Carlos has used several of the same employees in past Los Angeles County Department of Public Works service contracts so employees are well aware of LA County DPW guidelines
- Carlos will make recommendations at the jobsite using ISA Arborist standards for the safe and successful completion of landscape and tree maintenance service to each job site
- Carlos has monitored past Los Angeles County Department of Public Works Contracts making sure Orozco Landscape and Tree Company followed all contract requirements
- Carlos is the designated qualified inspector for the Quality Assurance Program. Carlos will make sure Orozco Landscape's quality assurance program is being followed with all work being done as stated in the contract guidelines. Carlos makes sure all ISA Arborist recommendations are being followed at the job site, all chemical applications are applied by a qualified applicator only and all the proper BMP's are being applied to make the job go smoothly with the least work noise possible and to not cause a nuisance to our customers and the public.

Employment History

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

Certifications

- Qualified Applicator License with the Department of Pesticide Regulation. # 120688
- Pest Control Advisor with the Department of Pesticide Regulation. #135657
- ISA Certified Arborist WE-9882A
- Certified Irrigation Repair Technician
- Certified Backflow tester #10940
- Smart Water Certified Manager
- Certified with the Recycled Water On Site Supervisor Training with the Inland Empire Utilities Agency
- Landscape Industry Certified Technician with California Landscape Contractors Association #275143
- J.J. Mauget Tree Injector Units Training 12-0063X

References

- References are available on request



International Society of Arboriculture™
ISA Certified Arborist™

Carlos Orozco

Certificate Number:

WE-9882A

Expiration Date:

Dec 31, 2015

AGRICULTURAL PEST CONTROL ADVISER LICENSE
UNLIMITED APPLICATOR LICENSE
REV. 7/11

dpr DEPARTMENT OF PESTICIDE REGULATION LICENSING/CERTIFICATION PROGRAM
PCA

AGRICULTURAL PEST CONTROL ADVISER LICENSE

License #: 135657
Categories E

EXPIRES: 12/31/2015
ISSUED 11/06/2014

CARLOS OROZCO

This license must be shown to any representative of the Director or Commissioner upon request.

DMV CALIFORNIA DMV

COMMERCIAL DRIVER LICENSE



D
GARLOS OROZCO

CLASS: A
ENDORS: TN

SEX: M
HT: 5-08

HAIR: BRN
WT: 135

EYES: BRN

12/31/2015
09/09/2010 235 RE 10/15



DEPARTMENT OF PESTICIDE REGULATION LICENSING/CERTIFICATION PROGRAM



QUALIFIED APPLICATOR LICENSE

DATE OF ISSUE

01/01/2014

QAL 120688
CARLOS OROZCO

VALID THROUGH

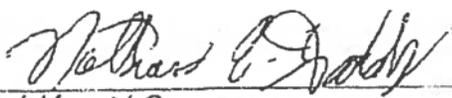
12/31/2015
ABCDF

This is to certify
that
CARLOS OROZCO

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


authorized by




J.D. Mauget Company

12-0063X



Irrigator Technical Training School

Certified Irrigation Repair Technician

This is to Certify that

Carlos Orozco

has attended and successfully completed the
Basic Irrigation Training for the following classes:

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

Certificate is valid for one year from date of presentation.

Date 5/15/09

Instructor's Signature:

Richard Dingle

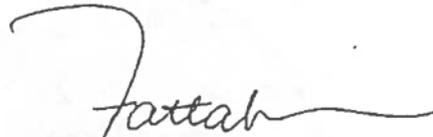
Certificate of Attendance

Recycled Water Onsite Supervisor Training

The Inland Empire Utilities Agency certifies that

Carlos Orozco

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



Mir Fattahi, PE, Instructor

December 17, 2009



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

b1



Irrigator Technical Training School

**Smart Water
Certified Manager**

This is to Certify that

Carlos Orozco

has attended and successfully passed Smart Water Certified Manager classes:

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

Certificate is valid for one year from date of presentation.

Date February 26, 2010

Instructor's Signature:

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landscape industry certified



December 10, 2012

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

ID: 275143

Dear Carlos,

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

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

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

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

Again, congratulations!

Sincerely,

Michael Becker
Landscape Industry Certified Manager
Chair, International Certification Council

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



Carlos Orozco
Exterior Technician
Irrigation

Recertify by 12/31/2014

QUALIFIED • CONFIDENT • RECOGNIZ



Carlos Orozco
Exterior Technician
Irrigation

Recertify by 12/31/2014

QUALIFIED • CONFIDENT • RECOGNIZ

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RE: ID 275143 Carlos Orozco Recertification

From: Ashley Harvey <ashleyharvey@landcarenetwork.org>
To: "Alicia @ Orozco Landscape" <alicia@orozcolandscape.com>
Priority: Normal
Date: 12-15-2014 07:04 AM

Hi Carlos,

PLANET has received your CEU Submission Form and recertification fee. Thank you for maintaining your certification! If we have any questions during processing, we will contact you. Look for your recertification packet within four weeks of processing.

Don't forget to use your online toolkit! Landscape Industry Certified logos are found in your toolkit. Be sure to use the logo on your email, business cards, customer communications and website. Your toolkit also contains templates and marketing tips to help you promote your certification. Please note this toolkit link is confidential and only for your use. To access your tool kit, please visit: <https://www.landcarenetwork.org/PLANET/Certification/Certificant-Toolkit.aspx>

Once again, thank you for ensuring your certification is in good standings through recertification!

Best Regards,

Ashley Harvey
Certification & Resource Coordinator
PLANET
(800) 395-2522

From: Alicia @ Orozco Landscape [mailto:alicia@orozcolandscape.com]
Sent: Thursday, December 11, 2014 12:34 PM
To: Certification
Cc: Orozco, Carlos
Subject: ID 275143 Carlos Orozco Recertification

Hello,
CEU Submission/Tracking Form along with proof of completion in the form of a transcript is attached.
Please advise if you need anything else. Thank you.
Alicia Ramirez
Orozco Landscape and Tree Company
1419 S. East End Ave

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Landscape and Tree Company

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

Experience

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

Employment History

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

Certifications

- Certified Irrigation Repair Technician

References

- References are available on request

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Irrigator Technical Training School

**Certified Irrigation
Repair Technician**

This is to Certify that

Brandon Orr

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has attended and successfully passed Certified Irrigation Repair Technician classes:

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

Certificate is valid for one year from date of presentation.

Date: 2/25/11

Instructor's Signature:

Richard Daugh



Landscape and Tree Company

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

Experience

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

Employment History

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

References

- References are available on request



Landscape and Tree Company

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

Experience

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

Employment History

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

References

- References are available on request

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Landscape and Tree Company

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

Experience

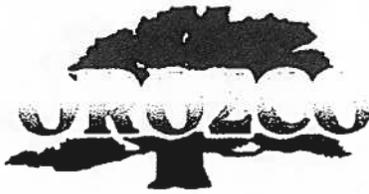
- March 1999 is when Jose formed Orozco Landscape and Tree Co. with the assistance from Lisa
- Orozco Landscape has been successful for 15 years
- Lisa oversees all applications received from employees, assists in the inputting of information in our computer and processes payroll with assistance from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

Employment History

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

References

- References are available on request



Landscape and Tree Company

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

Experience

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

Employment History

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

References

- References are available on request



Landscape and Tree Company

Jose Manuel De La Torre
1419 S. East End Ave
Pomona, Ca 91766
909-623-8287

Experience

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

Employment History

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

References

- References are available on request

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Landscape and Tree Company

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

Experience

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

Employment History

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

References

- References are available on request



Landscape and Tree Company

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

Experience

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

Employment History

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

References

- References are available on request



Landscape and Tree Company

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

Experience

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

Employment History

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

References

- References are available on request



Landscape and Tree Company

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

Experience

- Jose is a trained Round Up pesticide handler
- Jose has over 13 years experience in the landscape maintenance industry including mowing, edging, blowing, debris pick up, brush clearance, plant and tree installation, mechanical, chemical and manual weed abatement, tree trimming, tree removals, irrigation testing, repair and maintenance, litter and leaf removal etc.
- Jose has experience in conducting work at previous Los Angeles County Department of Public Works contracts and with his crew, they completed the operations safely and efficiently within contract guidelines.

Employment History

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

References

- References are available on request



Landscape and Tree Company

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

Experience

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

Employment History

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

References

- References are available on request



Landscape and Tree Company

Work Plan

Initial Research and First Hand Experience

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

When bid packages are released, our management reviews all specifications and note all areas covered under the specific contract. Our company representatives read in detail all the specific instructions for each unique work location. Orozco Landscape's management personnel drive to analyze each work location listed in order to review the specifications, requirements and drawings that are attached to the bid documents. At their visit, our company representatives note the current condition of each site, taking special notes on what needs to be done at each work location they visited. Items noted include but are not limited to: locations of dead, weak, insect infested, diseased or damaged branches/limbs or plants; areas of erosion greater than 6 inches discovered; locations where trees, shrubs or vines are missing, fallen or dead and need to be replaced. Items noted also include encroachment on adjacent properties not providing the required vertical clearance; replacement of missing or damaged tree stakes on trees that are over 3 inches in diameter; shrubbery and vines on adjacent roads or walkways exceeding the maximum height of 4 feet. Ground covers adjacent to roadways growing onto paved surfaces; weeds in all areas will be noted and will be documented with the best means of completion by either chemical, hand or mechanical approach. Any littered areas will be noted and any areas with overwatering irrigation will be noted. Orozco Landscape's management personnel will also note if there is a vehicular access road, a walk access road, or any other physical obstructions at that specific work location that needed clearance.

Management Preparation

Once a contract is awarded to Orozco Landscape, and the notice to proceed is received, a meeting will be called with the Department of Public Works Representative to discuss any specific or priority items at the designated site(s). Once the items are discussed and reviewed by Orozco Landscape's management personnel, and the Department of Public Works Representative (PWR), the information will be relayed to the onsite foreman/supervisor that will be in charge of the crew assigned. If necessary, a meeting can be set up with the PWR on site prior to commencing work at any location; Orozco Landscape will report no later than 24 hours after being notified about the meeting. Orozco Landscape's management personnel will go over the notes of each work location beginning with any priority items; they will all discuss and review the plans, specifications, and requirements for the contract. They will discuss what they saw during their visit to the site and discuss in detail the information in the specifications and any items discussed with the PWR during their meeting. Most of the personnel we have on staff are the same personnel that completed the East and West Maintenance Area Channel Right of Way Clearing Services in 2006 through 2014 and they are the same staff that completed the South Area Soft Bottom Channel Clearing contract in 2014, so they will provide their input of their own knowledge of working on environmentally sensitive areas.



Landscape and Tree Company

Work Plan continued: Management Preparation

All the management personnel in charge of the crews will be familiar with all the physical, and climate conditions of each work location. Each management personnel will carefully examine the specifications, requirements and drawings of all the jobsites under the contract. The assigned management personnel will go analyze the priority items (if any) other than "routine" items and note the condition of the jobsite. Items noted include; what needs to be done at each jobsite and the boundary of each location in order to discuss with the assigned crew the safest way to complete the landscape and grounds maintenance operation to the utmost satisfaction of the public works representative (PWR) while following all contract guidelines and following all applicable laws.

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

Work Plan

a. Maintenance Services

Prior to completing any job operation, our management personnel and employees conduct a pre-work inspection of each site identifying each role necessary in completing a specific job. Any hazards will be noted and reported. A visual inspection of all of our equipment is completed ensuring a safe operation to our employees, the public and/or county personnel at the jobsite.

i. The maintenance of the turf, groundcover and edging

Turf Mowing

Our company is aware that successful turf/grass at a site requires appropriate mowing operations with the turf cut at the proper height and frequency of its designated mowing schedule. In addition to being healthy, turf grass has to be aesthetically pleasing. Our company will inspect blades daily and sharpen mower blades at our service yard as needed to make sure our equipment does not have any dull blades that can damage the turf/grass. We will use reel type mowers equipped with rollers or rotary type mowers with adequately sharpened blades that will be serviced at our work yard. All mowing equipment will be adjusted to the proper cutting height of 2-3 inches. Mowing will be completed in a skillful manner that ensures a smooth appearance to turf/grass without any scalping or excessive cuttings to remain on the turf/grass. During the mowing operation, if any unsightly conditions were to occur, our crews will stop the operations immediately and reassess the site and machinery. After the mowing operations, our crews will clean the walkways of grass clippings immediately. Areas in turf/grass with excessive wetness will not be mowed in order to prevent a safety hazard and/or damage to the turf/grass. Before each mowing operation, our crews will pick up fallen leaves and glass bottles. A mowing schedule will be provided to the contract manager within the requested timeframe.

For the operation of dethatching, all equipment will be inspected and approved by the PWR. Before dethatching any turf, the turf will be mowed to half of its usual height and vertical mowing equipment will be used. For sections not accessible by the dethatching equipment, there will be a thatching rake used. All thatch debris from turf areas will be removed followed by over-seeding. Topsoil will then be added to the turf/grass area followed by watering. All areas aerated will be using a device that removes 1/2-inch cores to a depth of 2 inches and no more than 6 inches of spacing.

All damaged, vandalized or bare areas of turf grass will be over-seeded. Once per year in the fall as stated in the RFSQ documents, all turf areas will be over-seeded after aeration. Fertilization will be applied on turf areas where it is covered by the irrigation system, as the fertilized areas can be soaked immediately to prevent any fertilizer burn or damage to the turf/grass.



Landscape and Tree Company

Work Plan continued:

Mechanical Edging

Orozco Landscape understands that proper maintenance of our equipment will maximize efficiency and prevent problems allowing us to complete a well-manicured edge on turf and plants. Our company will inspect edger blades daily and sharpen the edger blades at our service yard as needed to make sure the edging equipment does not have any worn or dull blades that can damage plants or turf. String-trimmers will also be inspected daily to make sure the string trimmer line is not weak or brittle. Any easily breakable string trimmer line will be replaced immediately with high quality trimmer line specific to the string trimmer's manufacturer. All turf median edges, groundcover beds and designed edges in flowerbeds will be edged neatly with a lawn edge trimmer giving it a well-manicured look. Turf adjacent to sprinklers, valve boxes, meter boxes and backflow devices will be kept at the same height as the surrounding turf unless the height of the turf obstructs the proper watering coverage of the sprinkler where in that case the height will be trimmed down. Walkways, planting areas, curbs and gutters will be cleaned immediately after the edging operations.

Groundcover

All groundcover will be trimmed neatly away from shrubs, trees, walkways, walls, and headers to maintain them within the space provided. All dead, missing or unhealthy groundcover will be noted and reported to the public works representative (PWR). We will submit a quotation to replace the damaged groundcover to the PWR with the same species that is on the jobsite. The assigned crew will assess the condition of the groundcover and if necessary, the pruning of dead or broken branches in the groundcover can be done in the late winter or early spring. The pruning of dead or broken older stems in the groundcover will allow young and more attractive foliage to grow back in the area. All debris, trash and leaves will be cleared after the operations. Mulch will be maintained and replenished so it may have a 3-inch layer at all times. Fertilization will be applied in areas where it is covered by the irrigation system and the areas will be soaked immediately after each application.

ii Pruning of trees and shrubs

During our job inspection if we see any plant materials blocking access or visibility in the trails or roadways they will be pruned. All hedges will be pruned with adequately sharpened hedge trimmers and the condition of our equipment will be inspected daily. Dead, unhealthy or missing shrubs, branches, or vines will be removed and reported to the PWR. We will provide a quotation for the replacements of plants or shrubs with the same species that are currently at the jobsite. Any runners that start to climb buildings, shrubs or trees will be removed. Shrubs that are pruned will be trimmed in its natural shape and size giving them an aesthetically pleasing appearance.

Shrubs will be pruned to encourage healthy growth habits and shape. We will prevent the shrub from growing behind curbs or walkways. All limbs 12 inches or greater in diameter will be undercut 12 to 18 inches from the limbs point of attachment to prevent splitting and any damage to the structure and health of the tree or shrub. Pruning cuts will be just outside the raised branch bark collar. All equipment used will be clean, sharp and designed for shrub and tree pruning.

Trees will be pruned to maintain good health and to provide proper vertical and horizontal clearance. Clearances will be 7 feet for pedestrian areas and walkways and 14 feet clearance will be provided for vehicular roadways. All dead or damaged limbs and branches will be removed. All tree trimming and removal services will be made at the direction of our ISA certified arborist. The pruning of trees will provide the even amount of foliage along the large limbs and lower portion of the crown. Trimming operations completed to prevent encroachment onto the surrounding private properties will be done by pruning back leaders and terminals to lateral branches that are large enough to assume the terminal roles. Mature trees will only be pruned to remove dead or hazardous limbs. All trees will be trimmed and shaped to provide a natural appearance of its species; trees will be thinned so smaller limbs can distribute foliage evenly; all suckers and sprouts will be flush with trunk or limb.

Any unhealthy trees with structural weaknesses will be reported to the PWR. Any downed trees will be removed and disposed of. When necessary, stumps will be removed to 12 inches below grade, with the wood chips removed and the area backfilled with topsoil to grade. Palm trees will not be pruned during the bird-nesting season of March 15 through August 31 unless the PWR or the county biologist approved it. Tree stake and ties will be inspected to prevent bark wounds and the removal of tree stakes and ties will be considered as soon as possible to encourage the trees development.

III. Control of weeds, vegetation disease and pests

Weeds

Our crews will keep strict control of weeds before they grow 6 inches in width and height. The method of removal for the weeds may include hand or mechanical removal; cultivation; mulching or chemical removal. Chemical removal will only be completed with the contract manager's approval. All weeds and grass will be removed from planter beds, walkways, drainage areas, expansion joints, pavement, driveways, slopes, hillsides, bare areas, tree wells and any other undesired locations. For details on spot treating of weeds by the method of chemical application, please see the 'use of chemicals' section of this RFSQ. After the weeding operations, all trash will be picked up and disposed of at a proper facility or manner. Designated areas identified by the County will be left in their natural state as the roots stabilize the soil unless a request is received by the PWR to mow it to bring the area to a controlled height.



Landscape and Tree Company

Work Plan continued:

Vegetation Disease and Pests

All areas will be maintained free of disease, insects and rodents that are causing damage to turf, plants, trees and irrigation systems. Any affected areas noticed during a pre-inspection of site will be reported to the PWR. Any pests or diseases noted in the groundcover will be reported to the PWR. If the contract manager approves chemical treatment, then it will be completed as per the pest control advisors written recommendation. Trees will be inspected for insects and diseases. Any weak or damaged trees will be reported to the PWR. Chemical treatment, if approved by the PWR, can be applied to trees for insects and diseases for their control if found to be a proper control method. Approved rodenticides will be used for the control of burrowing rodents. An as-needed disease control program will be used to prevent all common diseases as recommended by the pest control advisor.

iv. Maintenance, operation, testing and repair of irrigation systems, sprinkler heads and risers.

Irrigation Maintenance & Operation

Jobsites will be inspected to make sure they have the proper irrigation of plants, turf, shrubs and trees. Watering of items at the jobsites include: hand-watering, manual operation of irrigation systems and automatic irrigation systems. If there are freezing temperatures over night, then system watering will be done during the day. For delicate areas where wind creates issues with the irrigation system spraying water onto private properties or road right of ways, the controllers will be set to operate during a time of day with the lowest wind velocity such as at night or early morning hours. The irrigation system will be set up as to not cause any excessively wet areas in turf, which may cause a safety issue and interfere with our mowing schedule. Groundcover areas will be watered as needed and overwatering in shady areas will be prevented.

At each site visit, our crews will check for any obvious irrigation system malfunctions and hazards. All malfunctions, hazards and emergencies will be reported to management and the PWR. Any hazards will be marked with access prevented if necessary and reported to the PWR verbally and in writing.

Irrigation Testing

Our company will operate automatic controllers, valves, and sprinkler heads to determine the watering coverage of the system. Irrigation tests and inspections will be done weekly. Findings of the testing will be reported to the PWR. Our company will make sure that locations that are manually operated are watered according to the contract managers schedule to keep turf and plants from being damaged. Weather based irrigation controllers and irrigation systems with sensors will be checked to make sure it is functioning with its programmed input.

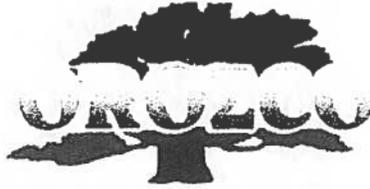
Controllers will be cycled at each station manually and automatically. Drip emitters, drip tubes and flush filters will be tested and cleaned. Any damage found during the test will be reported to the PWR. All sprinkler heads will be adjusted for the correct watering coverage to prevent excessive runoff or erosion. Sprinklers will be adjusted to prevent the water of getting into the roadways, sidewalks, or private property.

Automatic irrigation controllers will be checked for alerts or messages. Inspection and adjustment of controllers, quick couplers, valves, and sprinkler heads will be done at least once a month. Inspection and adjustment of sprinkler heads, drip lines and emitters will be done as needed. Repair or replacement of inoperable sprinkler heads and drip lines and emitters will be done as needed. The inspection of valve boxes for safety will be completed once per week. Irrigation lines will be flushed after irrigation repairs or replacements are completed. The cleaning and flushing of filters for the backflow device will be done once per year. The cleaning and flushing of the filter for a drip irrigation system will be done twice a year.

If there is an automatic irrigation system failure, the PWR may require our company to manually turn on and turn off the system for 90 days. Manual operation of the irrigation system exceeding the 90 days will be quoted to the contract manager or PWR via a quoted extra for approval and invoiced at the hourly rate on the schedule of prices.

Irrigation Repairs

Our company will repair/replace sprinkler heads, schedule 80 nipples, caps, plugs, elbows, couplings, risers, swing joints, quick couplers, valves, gate valves, controllers, and main lines. We will replace damaged or missing valve box covers; and removed valve box covers will be refastened. Any recommendations for the replacement or relocation of any irrigation or valve box covers will be reported to the PWR, but sprinkler heads will be replaced immediately. Repair or replacement of damaged controller cabinets will be quoted to the PWR. After our company conducts any irrigation repairs or replacements, the system will be tested to make sure it is working properly. Clogged heads will be unplugged and lines will be flushed to remove lines of debris. All system malfunctions will be reported to the PWR. All inoperable irrigation equipment will be replaced or repaired.



Landscape and Tree Company

Work Plan continued:

v. Removal of litter, dead leaves and grass clippings

A pre-work inspection will be completed at all sites. All grass, plant and tree clippings will be cleared and picked up from walkways and other areas at the end of each operation. All leaves and glass will be picked up and disposed of before each mowing operation. Any cracks or deterioration of concrete noticed will be reported to the PWR. All walkways, steps, curbs and gutters will be cleared of gum, grease, glass pieces, cans and bottles using backpack blowers, brooms or other equipment. All items will be made into a pile and will be picked up and disposed of to an approved facility or manner.

Our crews will inspect each job site for litter. We will pick up all litter including paper, glass, trash, erosion, rock and other materials not giving the location a desirable appearance. Litter will be removed from turf walkways, gutters, service roads, planted areas, steps, planters, drains, slopes and catch basins. Sites with trash containers will be emptied at least once per week. The accumulation of leaves will be cleaned up from landscaping beds, planters, turf and areas under trees.

b. Staffing Plan/ Maintenance Schedules

Staffing Plan

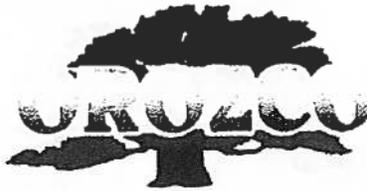
Orozco Landscape will provide all landscape industry trained onsite labor personnel and trained management personnel with all the required state of the art equipment, vehicles, materials and supplies to fully satisfy requirements of all Los Angeles County Department of Public Works contracts. A breakdown of the personnel is as follows:

- Management and administrative support consisting of the owner, chief financial officer and office staff.
- The operations manager who will be the qualified inspector for contracts also named as a field supervisor in the RFSQ documents.
- Landscape industry trained crews including an onsite working foreman/supervisor and landscape laborers.

The operations manager will closely monitor the assigned crews and their onsite foreman/supervisor to make sure the job is completed following all contract guidelines and requirements. The operations manager will assign the proper number of staff needed to complete all tasks for the contract under the scheduled timelines. The operations manager will make sure any issues or safety items that were found during pre-work inspections have been resolved. The operations manager will do a follow up inspection to verify the issues or safety items that needed to be resolved were completed allowing the customer to get the highest quality service available. The operations manager with the help of office staff will submit any necessary reports to the contract manager when requested.

The onsite supervisor/foreman will be in charge of the working crew and he will make all workers have an assigned task to complete the contract correctly and within the scheduled timeframe. The onsite foreman/supervisor will also make sure that the employees are using all tools and machinery safely and always have the required uniforms on especially the vests clearly identifying them as being employees for Orozco Landscape and Tree Company to the surrounding public.

Orozco Landscapes owner, field and in office management personnel, and office staff will oversee all county contracts to make sure all requests and assignments from the contract manager are fulfilled within the scheduled timelines. All personnel involved will make themselves aware of all the schedules, timelines and tasks for the contract that need to be completed in order for Orozco Landscape to follow all guidelines under this contract. The operations manager will conduct ongoing inspections of all operations and will instruct crews to correct any deficient tasks immediately to make sure all contract tasks and guidelines are being followed as stated in the contract documents.



Landscape and Tree Company

Work Plan continued:

Sample Staffing Plan Table

Operations Manager/Qualified Inspector

Qualified inspector who is also an I.S.A. Certified Arborist & California Dept. of Pesticide Regulation Qualified Applicator License Holder. Carlos also holds a Pest Control Advisor License with the California Dept. of Pesticide Regulation	Carlos Orozco
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On site Crew

Onsite Supervisor/Foreman also a trained Landscape Laborer	TBD
Irrigation Technician	TBD
Trained Landscape Laborer	TBD
Trained Landscape Laborer	TBD
Trained Landscape Laborer	TBD
Sprayer	TBD

The table above approximates our staffing plan; exact crew set up and number of persons in crew is still to be determined. All onsite supervisors/foreman and managers of the crew have landscape maintenance experience. Trained laborers with landscape maintenance experience are on staff but the exact crew set up is still to be determined (TBD).

Maintenance Schedules

Orozco Landscape will submit weekly work schedules to the contract manager via email. The schedule will include the date, the approximate time for each location, and the number of workers. Any "as needed" maintenance operations that are approved by the PWR will be scheduled within the required timeframe and will be invoiced under the "as needed hourly rate" that is included in the schedule of prices section of the bid. Orozco Landscape is aware that additional work may be added anytime during the contract and the PWR may direct our company to modify our operations and schedules in order to get the extra work completed. Please see the attached sample maintenance schedule.

Work Plan continued:

Orozco Landscape and Tree Company						
SAMPLE Maintenance schedule for Landscape and Grounds Maintenance Services 2014-PA039						
Jobsite:						
Week of: / / to / /						
	Service Day (Approximate)					
Employee Description	Monday	Tuesday	Wednesday	Thursday	Friday	
Foreman/Landscape Laborer	Time in: Time Out:	Time in: Time Out:	Time in: Time Out:	Time in: Time Out:	Time in: Time Out:	
Landscape Laborer	Time in: Time Out:	Time in: Time Out:	Time in: Time Out:	Time in: Time Out:	Time in: Time Out:	
Landscape Laborer	Time in: Time Out:	Time in: Time Out:	Time in: Time Out:	Time in: Time Out:	Time in: Time Out:	
Landscape Laborer	Time in: Time Out:	Time in: Time Out:	Time in: Time Out:	Time in: Time Out:	Time in: Time Out:	
Irrigation Technician	Time in: Time Out:	Time in: Time Out:	Time in: Time Out:	Time in: Time Out:	Time in: Time Out:	
*this table is an approximation. Once awarded, Orozco Landscape with re-inspect each job site's condition to determine actual schedule						

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

Tree Maintenance:

- removal of dead, diseased, insect infested, trees, shrubs, vines, or other plants.
- remove dead/damaged branches and tree limbs
- prevent encroachment on adjacent property allowing 7 feet pedestrian access
- prevent encroachment on adjacent property allowing 14 feet vehicular access
- if applicable, prune Elm, Eucalyptus, and Pepper Trees
- if applicable, prune all other trees
- monitor tree stakes and ties

Groundcover/Shrubbery/Vines Maintenance:

- prune groundcover and vines on parapet walls adjacent to roadways
- trim vines, ornamental grass and shrubs to a maximum height of 4 feet
- trim shrubs at access gate to maximum height of 4 feet
- trim vines and ornamental grass back to keep them from growing onto the access road/bicycle trail
- trim vines and ornamental grass next to parapet walls on channel side & do not let hang longer than 2 feet below top of wall
- prune groundcover adjacent to roadways giving it a "natural look"

Weed Control:

- Remove all weeds over 6 inches tall or groups of weeds spreading over 12 inches or more in all undesired locations
- if applicable, chemical pre emergent herbicide, approved by PWR, applied by CA licensed applicator.

Litter Control:

- keep areas free of debris at frequencies specific to site
- empty/restock trash containers.
- report any missing trash containers.

Irrigation system and watering management-

- test irrigation system to make sure it has proper function
- investigate areas of excessive wetness
- consider season and weather when rescheduling controllers
- turn off system after weather when soil has high moisture
- run a faulty irrigation system manually at least once a week for 30 days
- replace/clean faulty bubbler heads and risers
- repair/replace drip line or emitters
- inspect and clean filters for drip system and mainlines, basket filters & filters at backflow devices
- recover and refasten removed valve box covers
- report worn out filters and missing valve box covers to PWR

Monthly Maintenance Report:

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

Note any as needed items completed:

Comments:



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Work Plan continued:

Orozco Landscapes Maintenance Schedule for Landscape Maintenance Services SAMPLE

Maintenance Item	Frequency of Item to be completed by Orozco Landscape (subject to change due to conditions of work site, weather etc.)
Cutting of Seeded Grass/Wildflower in channel back-slopes in artisan-like manner without scalping to a height of no less than 3 inches or more than 4 inches. All flowering weed growth will be removed from job site, but cuttings may be left as a beneficial organic matter.	Annually, starting May 1, completion date no later than June 30 th . Earlier cutting of grasses that have already gone to seed can be completed with approval of contract manager.
Dead, diseased, insect infested, trees, shrubs, vines, or other plants should be removed.	As needed, report any areas of insect or disease infestation to contract manager. Report areas where shrubs or trees should be replaced.
Prevent encroachment on adjacent property to maintain proper vertical clearance: 7 feet for pedestrian access ways and 14 feet vehicular roadways	As needed
Trimming of Elm, Eucalyptus and Pepper Trees	Every two years, beginning first contract year
Trimming of all other trees	Every three years, beginning first contract year
Monitoring of tree stakes & ties. Replace missing or damaged stakes where tree is less than 3 inches	Monitor monthly, replace as needed
Trim shrubbery and vines to a max. height of 4 feet	As needed
Trim shrub at access gates. max. height of 4 feet	Minimum once a year in March, as needed rest of year
Prune groundcover and vines on parapet walls adjacent to roadways	Two times a year in March and September
Trim vines and ornamental grass	Once a year in September
Trim vines in bicycle trail	Two times a year in March and September
Trim vines and ornamental grass next to parapet walls on channel side of wall, cannot hang more than 2 feet below top of wall	Once a year in September
Trim vines and ornamental grass back to keep them from growing onto the access road/bicycle trail.	Once a year in September
Weed Control- ornamental plantings and Vine Pockets next to parapet walls: remove/dispose if weeds before they reach 3 inches tall.	As needed
Weed Control- stone and gravel areas. Remove all weeds over 6 inches tall or groups of weeds spreading over 12 inches or more.	As needed
Weed Control- seeded grass and wildflower areas	As needed



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Work Plan continued:

**Orozco Landscapes Maintenance Schedule for
Landscape Maintenance Services SAMPLE**

Maintenance Item	Frequency of Item to be completed by Orozco Landscape (subject to change due to conditions of work site, weather etc.)
Mowing at the job sites	Per contract manager approved mowing schedule
Over-seeding of turf areas after aeration	Once per year, in the Fall
Litter control	As needed, every site visit (unless the specific contract/job site has specific instructions on litter control schedule. The specific instructions in the contract will be followed.)
Empty trashcan receptacles at bicycle rest stops; report any missing trashcan containers.	Once a week
Rescheduling of irrigation controller systems	Two times a year in Spring and Fall
Turn on manually malfunctioning irrigation system	For 30 days, minimum once per week. Report on maintenance report.
Test each irrigation system at each site visit, report malfunctions on maintenance report	Inspection at each site visit (weekly), reported monthly or more as needed. Report any problems with the irrigation system including malfunctions, needed maintenance or repairs and replacements on maintenance report.
Inspect, clean mainline filters, wye strainers, basket filters, filter for drip system	Two times per year. Report to contract manager and report on monthly report
Inspect bubbler heads in vine pockets	Monthly, clean and replace as needed
Inspect drip line emitters	Clean or replace as needed
Irrigation system damage of valve box covers, controller cabinets. Recover and refasten removed valve box/cabinet covers	As needed during weekly site visit, report missing lids/covers to contract manager. Repaired/ replaced within one watering cycle or sooner.
Inspect, clean, flush filter for backflow device	One time per year
Inspection, adjustment of controllers, quick couplers, valves and sprinklers	Once per month
Automatic irrigation controllers will be checked for alerts and messages	During the weekly site visit
Repair/replace inoperable sprinklers	Replace immediately or (as needed), report on monthly maintenance report
Weather based irrigation controllers and irrigation with sensors	Monitored weekly during site visit.
Maintain all slopes to prevent erosion	As needed, report erosion over 6 inches deep to contract manager at end of each week and also report on monthly report
Damage to shrubs, trees, turf, planter material or groundcover will be repaired/replaced	Within 5 business days with approval of quotation and invoiced under "as needed" rate under schedule of prices, if applicable



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Orozco Landscapes Maintenance Schedule for Landscape Maintenance Services SAMPLE

Maintenance Item	Frequency of Item to be completed by Orozco Landscape (subject to change due to conditions of work site, weather etc.)
Low Impact Development (LID) Systems. Inspect for erosion or damage to vegetation and monitor for health of vegetation.	As needed. At the end of wet season to schedule the summer maintenance and before major fall run off to make sure strips are ready for winter.
Inspect LID Systems to ensure grass is well established	As needed
Inspect LID Systems for litter and debris and areas of sediment accumulation. Remove litter, debris and sediment.	As needed
Water new plants in LID Systems	Daily for two weeks
Repair erosion and inflow points, repair outflow structures and unclog under drain	As needed
Add mulch to LID Systems	As needed. Mulch will be replenished every 2-3 years or when bare spots appear. It will be re-mulched prior to the wet season
Inspect new vegetation in LID Systems	Once a month for first year
Inspect LID Systems for signs of wetness, damage to structure, erosion of basin floor, dead or drying grass on bottom, clogging, standing water, litter and debris accumulation, hydrocarbon contamination or sediment accumulation	As needed
Weed LID Systems	Once monthly
Filtration Basin. Inspect LID Systems buffer strips and repair	As needed
Mow LID Systems	Regularly to maintain appropriate height with schedule approved by the contract manager
Rototill or cultivate surface of sand/soil bed of dry swales if swale does not draw down within in 48 hours	As needed
Perform LID Systems inspections to evaluate overall existing conditions and identify potential structural irregularities such as erosion.	Monthly. Report potential irregularities to the contract manager.



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Orozco Landscapes Maintenance Schedule for "As needed" Landscape Maintenance Services SAMPLE

Maintenance Item	Frequency of Item to be completed by Orozco Landscape (subject to change due to conditions of work site, weather etc.)
Turn on manually malfunctioning irrigation system over 30 days	As needed with contract manager approval, minimum once per week.
Irrigation System Repairs	As needed with contract manager approval.
Emergency Call out for emergency irrigation repairs	As needed with contract manager approval. 4-hour minimum using rate under schedule of prices.
Replace Dead or damaged plant materials	As needed with contract manager approval
After hours emergency to shut off water	As needed with contract manager approval
Hydro seeding services	As needed with contract manager approval, inspect hydro seeded slopes and areas weekly before and after rainfall events. Report any re-hydro seeding locations to contract manager



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Landscape and Tree Company

Work Plan continued:

C. Certified Arborist

Orozco Landscape and Tree Company have full time employees on staff with active ISA certified arborist certifications. These highly trained staff members will visit the work sites, noting what tree trimming, shrubbery trimming and slope cutting will need to be done at the specific location. The arborist will meet with the assigned crewmembers and onsite supervisor/foreman in order to give their recommendations of the safest and proper way to conduct the trimming without disturbing plant/tree re-growth. The ISA certified arborist will advise the assigned crew to undercut all limbs that are one and a half inches or greater in diameter to prevent splitting and recommend that all cuts be just outside the branch collar so healing can begin on the tree. The onsite supervisor/foreman will direct their crew with the arborist recommendations in order to complete the contract timely and efficiently while following the contract guidelines. If applicable, the ISA certified arborist would directly oversee all major tree trimming, tree removals, and stump and root removals. Our qualified inspector who is also a certified arborist will monitor the progress of the landscape maintenance operations before, during and after work is completed to make sure his recommendations are followed, for a more detailed description please see the quality assurance section of our bid.

d. Use of chemicals

All pesticide, rodenticide and herbicide applications will be under the direct supervision of our assigned qualified inspector who holds a qualified applicator license with the state of California Dept. of Pesticide Regulations. The use of chemicals will comply with all federal, state and local laws and will be pre-approved by the contract manager.

Clear and legible chemical labels and MSDS will always be with each chemical. The qualified applicator or anyone under their supervision will always read the MSDS and labels before herbicide applications. Qualified applicators will always be wearing the proper personal protective equipment (PPE) during each application.

A jobsite specific chemical use report will be submitted monthly with the maintenance invoice. A separate chemical use report reporting chemical usage summary will be submitted separately to the Agricultural Commissioner. A written recommendation from the pest control advisor for each application will be provided to the contract manager before each application. Our company will complete annual pesticide handler training as required by the state of California Department of Pesticide Regulation.

All chemical usage will be in accordance with the specification in the bid documents. The contract manager will approve the list of chemicals and any applications will be done once written permission is received. Before chemical applications, the applicator will conduct a pre work inspection and notate the current condition of the site and he will review the current weather. Chemicals will not be applied on windy days to prevent drift. If rain occurs 24 hours after a chemical application, it will be reapplied per the manufacturer's recommendations. Tree trunks, stems or other plant parts will be blocked to prevent chemical application from getting on them. If weeds are not killed in the timeframe per the manufactures recommendation, then a second application will be made. All dead weeds from the job site will be removed. All walkways, beds, planters and landscapes will have weeds spot treated as necessary.

e. Damage Prevention

An as-needed disease control program will be used to prevent all common diseases as recommended by our pest control advisor to prevent damage to turf, plants, trees and irrigation systems. Any damage caused to public works property by our operations will be immediately repaired using the following guidelines as stated in the RFSQ: any irrigation system damage including valve box covers and controller cabinets will be repaired or replaced within one watering cycle; damage to shrubs, trees, turf, plant material or groundcover will be repaired or replaced within five working days; any damage to the bark from the impact of mowing or edging equipment or damage caused by excessive pruning will be inspected by our certified arborist for his recommendations for treatment or replacement. If there is a tree is lost, the damaged tree will be replaced with any instructions provided by the contract manager and a replacement will be in accordance with an equivalent size and species of tree. Shrub damage if minor will be corrected with the appropriate pruning as stated in the RFSQ documents, any replacement of shrubs would comply within contract guidelines. Damages from chemical operation will be corrected with the best practices. Soil will be conditioned or replaced as recommended by an agronomical soil test and report to ensure there will be a healthy plant growing in the area.

Damage caused out of our companies control such as a storm, accident, or other causes will be a quoted extra under "as-needed" services. Quotes will be sent to the contract manager within 15 days of damage. If approved, the quote will be billed under the hourly rates listed in the PW2 price sheet under Schedule of Prices: "as- needed" services of the bid.

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Landscape and Tree Company

Work Plan continued:

f. Safety Requirements

Safety

Orozco Landscape and Tree Company follows industry and safety standards related to the landscape industry, including evaluating proper chemical / pesticide safety standards. Orozco Landscape complies with State Of California's Cal/OSHA's regulations and has a written, effective Injury and Illness Prevention Program and Safety Manual in place during our daily operations, with weekly safety meetings with all of our employees. Orozco Landscape will be responsible for the safety of our company's equipment, material, and personnel during the time the landscape maintenance services are being performed.

Orozco Landscape's standard safety practice includes a protocol if an emergency or injury were to occur. All management personnel and drivers of company vehicles have a radio and/or cell phone for communication. Employees are trained to handle emergencies. Employees follow routine procedures in order to notify the appropriate party of an emergency and to mobilize the appropriate resources.

Our onsite crews will provide barriers and guards when and where it is necessary to guard the public from danger because of the work performed at any job site under this contract. Orozco Landscape will conduct all of its activities adjacent to roadways, sidewalks and bicycle trails while providing all necessary safety measures to ensure public safety within the limits of our landscape maintenance operation.

If applicable, any bicycle trail portions of the channel access roads will be closed when the landscape maintenance operations requires our crew to do so while placing signs in three inch lettering at both upstream and downstream trails. Signs will state the date of closure and the date of reopening; and it will state where bicyclists can re-renter trail. Our company will notify the public two weeks before the closure and contact the bicycle trail coordinator forty-eight hours before closure of the bicycle trail.

Discarded hazardous waste if encountered will be reported by the crew to the quality inspector immediately and the management team who in turn will report to the contract manager immediately. Orozco Landscape will not attempt to perform any hazardous waste remediation.

Orozco Landscape will perform a pre-work survey identifying potential safety issues. If any issues are found, we will report them to the contract manager. Any safety issues posing imminent risks to the public will be reported by calling 911. Any minor corrections such as the filling in of holes in turf areas, the replacement of valve box covers, or the using of barricades and/or traffic cones in order to alert the public of the existence of hazards, will be completed by Orozco Landscape.

If Orozco Landscape witnesses an emergency involving injury to a member of the public, we will call 911 and stay with the injured party until help arrives if our crews will not be placed in any risk. Our crews will direct emergency services to the injured person and if necessary secure the site and bike path to restrict the public from going through the area of the injured person. Our company will file a County of Los Angeles Non-Employee Injury Report Form to document the incident and injuries to the public and turn in the form to the PWR.

Traffic Control Safety Plan

If applicable, Orozco Landscape and Tree Company will implement a traffic control plan and allow access to vehicles and pedestrians while using signs, delineators, barricades, and flashing arrow signs. Orozco Landscape and Tree Company will allow all traffic to pass through the jobsite without interruption or delay. If the public works representative (PWR) recommends a lane closure, Orozco Landscape will perform the traffic lane shift from one lane to another in a smooth fashion making sure there are no sudden changes from one lane to another. Our company will use cones, signs, lights and any other safety required items as indicated in the "Manual of Traffic Controls for Construction and Maintenance Work Zones." Our company will provide traffic detour plans while working along bike paths and traffic control when we enter and exit the jobsite. Orozco Landscape and Tree Company will remove all signs and warning devices promptly after completion of work for the day. Orozco Landscape and Tree Company will comply with applicable traffic control requirements for the work. Orozco Landscape and Tree Company will make the utmost effort to maintain pedestrian access through the work area and vehicular access through driveways to private property.

'No parking' signs will be provided to our company by the PWR once approved by the county for the job operation. Signs will be installed for each activity or operation unless the activities occur within two working days of each other. Signs will be posted 48 hours prior to the 'no parking' restriction. Orozco Landscape will allow the public transit buses to pass through the job operations at all times. For the Metropolitan Transportation Authority (MTA), Orozco Landscape will notify the Stops and Zones Representative at least 48 hours prior to the landscape maintenance operations at bus stop zones to allow the MTA ample time to temporarily abandon and relocate bus stop zones within the activities and operations area.

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Landscape and Tree Company

Work Plan continued

Emergency Planning

Orozco Landscape has a 24-hour phone number available for emergency. Same-day dispatch is available depending on the severity of the situation and the time we receive the call. Upon assigning of crews, the public works representatives will have additional phone numbers for the management personnel allowing our company to be reached promptly for emergencies. At the sole indication from the public works representative, Orozco Landscape can dispatch our crews to locations with unforeseen or emergency situations under 'as needed services' section of the contract. During the hours and days of our maintenance service on a job site, we can respond to emergencies within the 2-hour required timeframe as stated in the scope of work section of the RFSQ.

Recruitment and Replacement

When Orozco Landscape is hiring, a several page application needs to be filled out. We like doing thorough reference checks with prior employers and prefer individuals with landscape and tree maintenance experience. New hires also have to be familiar with the different tools and equipment used. Employees with driver's licenses must have a clean driving record and must be approved by our insurance company before driving a company vehicle.

If it were to occur that an employee has to be replaced for any reason or additional laborers are needed at any work site as requested by the Department of Public Works Representative, Orozco Landscape has several other employees that can easily be recruited or relocated with one phone call. We have a list of past employees that are reliable and have been used in the previous County of Los Angeles Department of Public Works contracts that we may contact to work as laborers for the Landscape and Grounds Maintenance Services 2014-PA039. All of our employees are reliable and most of our employees have experience in completing previous LA County Department of Public Works contracts.

Training

All of our employees have landscape and tree maintenance experience. Most of our employees have been a laborer for past Los Angeles Department of Public Works contracts; however if some of our employees are not familiar with landscape maintenance industry procedures in order to complete jobs safely and efficiently, our management team will train them. The onsite supervisor/foreman will describe the work entailed in the contract to the new hire, show the employee the boundary of the job site, discuss the specifications in the contract, discuss information received at the walkthrough, and review drawings of the site. The specific site description for each unique work site under the scope of work section of the bid will be discussed with the new hire, as our company makes sure every detail of the specific jobsite is covered before commencing any work and the subject is readdressed during our work operations. The onsite supervisor/foreman and the new hire will analyze the current condition of the jobsite and describe in detail what needs to be done, where to start and the goal for the day. The onsite supervisor/foreman will designate a location for the litter pile that is easily accessible by our crews for loading it safely for proper disposal. If an employee is not familiar with the use of a certain piece of equipment needed for this or any other contract, the new hire will be shown what the equipment does, they will be explained the cold start, maintaining it at the work yard, and they will be shown how to use the equipment safely. The management team member will stay with the employee until he has proper use of the equipment and clarify the importance of the best management practices (BMP's) making sure all maintenance is done at the work yard and not at the job site. Depending on how well the employee understands the use of the equipment, that crewmember may just be reassigned to another location at the job site to avoid further delay and get the most work completed safely and efficiently. The onsite supervisor/foreman will assign laborers to certain areas and hand them all the equipment needed reiterating the contract specifications, pest control advisor recommendations and any arborist recommendations. The onsite supervisor/foreman in turn will start working and direct all his crew where to put debris and clippings so that it may be ready for the pickup and removal.

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Landscape and Tree Company

Work plan continued:

Uniforms

All employees at the work site will be required to wear appropriate clothing that includes short or long sleeved shirts, pants, and work boots. At all times during the work day our employees are required to wear gloves, hard hats and fluorescent vests clearly stating our company name for safety and recognition. The onsite supervisor/foreman will monitor their crew for compliance of this requirement on a daily basis.

Water Pollution Control- National Pollutant Discharge Elimination System

Orozco Landscape will comply with the National Pollutant Discharge Elimination System requirements and will not allow any debris from its operations under this contract to be deposited into the channels, storm drains and gutters while using standard safety practices for the landscape maintenance industry and implementing the proper BMP's.

Water Pollution Control- Best Management Practices (BMP)

Orozco Landscape and Tree Company will have a minimum of one readily accessible copy of this publication on the project site at all times. Orozco Landscape and Tree Company will be ready to implement BMP's for the prevention of storm water pollution to include: Waste Management & Material Pollution Control: WM4 Spill Prevention & Control; WM5 Solid Waste Management; WM6 Hazardous Waste Management; WM7 Contaminated Soil Management; WM9 Sanitary/Septic Waste Management. Orozco Landscape will also be ready to implement BMP's for Vehicle and Equipment Management: NS8 Vehicle and Equipment Cleaning; NS9 Vehicle Equipment fueling; and NS10 Vehicle Equipment Maintenance. Orozco Landscape and Tree Company are aware that additional BMP's may be required because of a change in conditions, activities or operations at a specific job site and will be ready to implement additional BMP's if necessary. Our company's expertise of working in the environmentally sensitive channels in the west and east maintenance areas will allow us to select only the appropriate and necessary number of BMP's in a category to achieve the BMP adjective and complete the jobsite timely, efficiently and within contract guidelines.

Communication

Orozco Landscape can be contacted by the Los Angeles County Department of Public Works by telephone at the number (909) 623-8287, by fax (909) 469- 0634, by mail 1419 S. East End Ave. Pomona, Ca 91766, and by email at info@orozcolandscape.com. Once the crews are assigned to management personnel, some cell phone numbers will be available for the public works representative.

Equipment, Supplies and Vehicles

Orozco Landscape will provide all personnel, equipment, and vehicles that are necessary to complete the landscape maintenance services in an efficient and timely fashion. Orozco Landscape and Tree Company will be responsible for the security of our own equipment used at jobsites during our work hours.

All of our vehicles and equipment are in good or excellent condition, free of graffiti. All of our vehicles have visible and readable decals on the front door panels of the vehicles clearly identifying us as Orozco Landscape and Tree Company to the public. Pruning and cutting tools are sharpened to leave a smooth, healthy cut on trees or plants in which they are used on. All tools and equipment are kept clean and free from infectious materials. All vehicles and equipment are fueled and serviced at our work yard after business hours and not on the work site.

We have a fleet of over 30 vehicles including 1-ton stake bed trucks, 16 ft. Dump trucks, Roll off trucks, 20 & 40 & 50-yard containers for debris hauling to an approved dumpsite, bucket trucks with aerial man lifts to allow us access to high vegetation or trees, brush chippers, stump grinders, and tractor loaders. Most of our fleet is available to complete this contract. We have weed eaters, chain saws, blowers, ladders, tarps, shovels, rakes, hoes, hedge trimmers, edger's, sprayers, seeders and other equipment and tools available for this contract.

If a piece of equipment or vehicle needs to be replaced due to an unexpected event, Orozco Landscape will either replace it same day or in as little as 24 hours, depending on what time that specific vehicle or piece of equipment stopped working properly. Our company has back up equipment, vehicles and tools that are in working order at our work yard that can be picked up and switched with a non-operative one at all times. Any broken tools, equipment or non-operative vehicles are repaired and/or replaced immediately to keep as backups that are accessible for our company at all times for any of our contracts.



Landscape and Tree Company

Quality Assurance Program

Policies and Procedures

Introduction:

Orozco Landscape and Tree Company strongly believe that quality control is an essential key to our success and helps us satisfy our customers. Our professionally trained landscape industry experts have developed a proactive approach to keep landscapes, trees and shrubs beautiful and healthy all year long using applicable best management practices (BMP's), enabling us to provide the highest quality of professional landscape maintenance available. We have developed a quality assurance program that ensures a high level of service to all of our customers. Our program includes inspections by our qualified inspector before the work begins, during the work operations and after the work is complete. The onsite supervisor/foreman assigned to the jobsite completes daily inspections. Orozco Landscape and Tree Company is able to overcome obstacles and resolve issues quickly and efficiently by having full time I.S.A. certified arborists on staff; they will guide our onsite supervisor/foreman on how provide tree and landscape maintenance safely and efficiently while following all ISA guidelines. Our crews are held to the highest standards of courtesy and professionalism and are trained to execute their services efficiently with the least amount of work noise in order to avoid inconveniencing our customers and public. We have many years of experience in working with the County of Los Angeles Department of Public Works for various contracts and this allows us to meet or exceed the County's requirement of satisfaction.

Quality Assurance Program

Orozco Landscape and Tree Company conduct careful planning for this project. Our crews are equipped with state of the art equipment to optimize efficiency and better serve our customer needs no matter how big or small the job is. Our quality assurance program begins immediately after the contract is awarded. Our qualified inspector and management personnel complete thorough inspections of all the jobsite locations included in the contract before commencing any work. Our company will conduct pre-work surveys to identify any potential safety issues. The utmost priority will be given to any locations that have potential safety risks to the surrounding public. Our qualified inspector and management team will review all of the specifications and requirements as they are set forth in the contract documents. During their inspection, our qualified inspector and management team will note the current condition of each jobsite, the climate condition if applicable, they will document if traffic control is needed at the specific work site, they write down notes on what needs to be done at each location and they will also take note of potential safety hazards currently at the job site. The qualified inspector and management team will inform all of the onsite supervisors/foremen and the crew assigned to the contract all of their findings of the site visit, including any required BMP's, pest control advisor and ISA arborist recommendations and they would discuss all of the contract specifications while they show the crew the boundary of the work site. During the walkthrough, the qualified inspector and management team will explain to the onsite foreman/supervisor what needs to be done, and the goal of the day; they will also advise the crew of their pre-work survey and discuss any potential safety hazards at the work site. Our qualified inspector and management team including the onsite supervisor/foreman, will make sure that traffic flows freely near the work area and if a bike trail closure is needed, it will be done so in a matter that the worksite is safe for all personnel and public within the area while Orozco Landscape and Tree Company uses the proper tools and equipment and abides all laws. The onsite supervisor/foreman will monitor and guide the crew as the work is being done and make sure all arborist recommendations and BMP's are being applied and completed. The qualified inspector will also monitor the job site while work is being done.

The onsite foreman/supervisory personnel will provide walk- thru inspections of the worksite on a daily basis to make sure everything is being done to the contract specifications; he will make sure that all tree and shrub clearance is in accordance to I.S.A. guidelines and make sure any minor safety conditions that were found have been taken care of.

When a job is completed, the qualified inspector will inspect the job site and make sure everything was completed at the site and make sure that no trash is left behind per the specifications. The qualified inspector will verify the customer received the highest professional service available.

If during an inspection, an issue arises or a notification has been received from the county representative for any incomplete work, debris, traffic control, worksite safety conditions, public health and/or safety issues, Orozco Landscape and Tree Company will implement corrective action and resolve the issue immediately. If the county deemed the jobsite unsatisfactory for any reason, our work will be corrected promptly. Any unacceptable job performance will be explained in writing to the PWR within 7 days of the occurrence along with a plan on when the correction will be completed and how the same issue will be prevented on occurring again. All tree or shrub pruning will be done at the direction of our I.S.A. certified arborists. Any complaints or inquiries received by our company will be documented by our qualified inspector and will be resolved promptly and made with a satisfactory adjustment. Orozco Landscape's qualified inspector will inform all assigned onsite supervisors/foremen and laborers involved with the inquiry or complaint he received so they will be made aware of the issue in order to prevent the same issue of being repeated.



Landscape and Tree Company

Quality Assurance Program continued

If our company finds a potential safety hazard during a pre-work survey, we will notify the PWR and if necessary, we will contact 911. If there is an injury with the public, our company will call 911, notify the PWR and stay with the injured party until help arrives. The incident will be documented by the timely filing of a County of Los Angeles Non-Employee Injury Report form.

Orozco Landscape will notify the PWR of any unsafe conditions at a job site that require major correction. Orozco Landscape will take care of minor corrections such as the filling in of holes in turf areas, and the refastening of valve box covers. Orozco Landscape will use barricades or traffic cones when necessary to alert the public of potential safety risks.

No work will be done on private property without the consent of the property owner in writing. The work area will be kept safe at all times until the job is completed. Debris will be picked up and disposed of at an approved site, daily. All work will be done between the hours of 7 am to 4pm, Monday through Friday.

Inspection Fundamentals

Qualified Inspector: Carlos Orozco, Operations Manager and I.S.A. Certified Arborist. Carlos is a Licensed Qualified Applicator with the State of California Dept. of Pesticide Regulation. Carlos is now a Licensed Pest Control Advisor with the State of California Department of Pesticide Regulation. Carlos managed the East & West Maintenance Area Channel Right of Way Clearing Contract for the previous contracts and the South Area Soft Bottom Channel Cleaning Contract in 2014 so he has experience in working with the Los Angeles County Department of Public Works personnel (see resume for exact qualifications and experience)

Inspection Schedule:

All management personnel, including the qualified inspector is to inspect work sites, before, during and after completion in order to give our customers the utmost satisfaction.

Onsite supervisors/foreman's are to inspect work sites daily to make sure work is done to ISA Arborist recommendations, BMP's and all the proper pest control advisors recommendations are being utilized.

Methodology to correct deficiencies-level of supervision included in inspections and how inspections are performed

The onsite supervisor/foreman will conduct daily inspections at the job site, before, during and after the work is completed. If applicable, the onsite supervisor/foreman will be responsible for locking any gates that were open during the course of the workday. Gates that are found without locks and any hazardous materials found by the crew will be reported to the qualified inspector and public works representative immediately. The onsite supervisor/foreman will note the current condition, climate condition if applicable, and note anything unordinary and unsafe at the job site. He will also document what was completed at the specific location. Before departure, the onsite supervisor/foreman will make sure all debris was picked up from that day's operation and not left onsite. The onsite supervisor/foreman will also make sure minor safety hazards found during the pre-work inspection has been taken care of.

The qualified inspector will monitor each site, before, during and after completion to oversee all work completed followed Orozco Landscape and Tree Company's quality assurance program including the proper BMP's, pest control advisor's recommendations and his ISA arborist recommendations. The qualified inspector will respond to all customer inquiries and complaints timely. The office will maintain a written log of all complaints, date, time, and the action taken or the reason for inaction and the log can be provided to the contract manager if requested. If the qualified inspector comes across any issue at a job site during his inspection, he will immediately call a meeting with the onsite supervisor/foreman and address the problem. The qualified inspector will provide a plan of action to the onsite supervisor/foreman that must be followed in resolving the issue. The onsite supervisor/foreman must in turn discuss it with the crew and resolve the issue in a timely fashion. The qualified inspector will provide a follow up inspection at the work site and make sure the corrective action was implemented and caused the least possible disturbance to the customer. Our goal is to prevent deficiencies so all of Orozco Landscape's management, onsite supervisors/foreman's and assigned crewmembers will be advised of any issues that arise so that they will not be repeated at the next job site.

Orozco Landscape

Month-to-Month Landscape Maintenance Inspection Report

Customer: _____

Site Address: _____

Did the landscaping crew perform the following? (Check off item if work was completed. Write N/A if not applicable)

_____ Lawn area mowed 2" – 3" in height

_____ Shrubs / Bushes trimmed

_____ Planting beds maintained

_____ Weeds pulled / Removed from site

_____ Short Trees (under 15 ft.) trimmed (April & October)

_____ Irrigation System start up or shut down

_____ Lawn areas fertilized

_____ Other

Any extra or seasonal work needed? (check off item if needed. Then submit proposal to customer)

_____ Tall Trees (over 15 ft.) trimmed (April and October)

_____ Install new mulch to all planting beds

_____ Irrigation repairs or replacements?

_____ Plant, shrub, color or tree installations or replacements?

_____ Other

Condition of job site: _____ Good _____ Fair _____ Poor _____

Any proposals forthcoming? Yes _____ No _____

Comments:

Signature: (who completed inspection) _____

Verified by: (Qualified Inspector) _____



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Initial Inspection () Final Inspection ()

Jobsite _____ Date Inspected _____

Did you review the specifications of this contract? Yes _____ No _____

Is the crew familiar with the specifications of this contract? Yes _____ No _____

Are you familiar with the boundary of this jobsite? Yes _____ No _____

Is the crew familiar with the boundary of this jobsite? Yes _____ No _____

Describe the current condition of the jobsite:

During your pre-work job site inspection, did you notice any unsafe conditions? I.e. Holes, unfastened valve box covers?
Yes _____ No _____ Describe what you found & action taken:

If unsafe conditions were found during a pre-work inspection that require major correction, notify PWR immediately. In Detail note what condition is and what it requires to be corrected for approval from the PWR if necessary.

During this inspection, did you notice hazardous waste? Yes _____ No _____ If yes, notify Quality Inspector & Public Works Representative & document monthly maintenance report. Explain:

During this inspection, did you notice any erosion 6 inches or deeper? Yes _____ No _____ If yes, notify Quality Inspector & Public Works Representative & document monthly maintenance report. Explain:

During this inspection, did you notice any missing trees or plants? Any dead trees or plants? Yes _____ No _____ If yes, notify Quality Inspector & Public Works Representative & document monthly maintenance report. Document areas where replacements are needed. Explain:

During this inspection, did you notice any malfunctions with irrigation? Any sitting water/ponding water? Yes _____ No _____ If yes, notify Quality Inspector & Public Works Representative & document monthly maintenance report. Explain:

During this inspection, did you notice any missing valve box covers? Any worn out irrigation filters? Yes _____ No _____ If yes, notify Quality Inspector & Public Works Representative & document monthly maintenance report. Explain:



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SAMPLE Orozco Landscape: Inspection for Los Angeles County DPW Landscape and Grounds Maintenance Services pg. 2

During this inspection, did you notice any Diseased, rodent, insect infestation causing damage to plant or trees?
Yes _____ No _____ If yes, notify Quality Inspector & Public Works Representative & document monthly maintenance report. Document areas where replacements are needed. Explain:

During this inspection, did you notice any missing tree stakes and ties on trees fewer than 3 inches in diameter?
Yes _____ No _____ If yes, notify Quality Inspector & Public Works Representative & document monthly maintenance report. Replace stakes/ties. Explain:

Are shrubbery and vines at maximum height of 4 feet? Are shrubs at access gates at the maximum height of 4 feet?
Yes _____ No _____ Trimming required? Yes _____ No _____

Is groundcover away from paved surfaces? Yes _____ No _____ Pruning required of groundcover and vines on parapet walls adjacent to roadways? Yes _____ No _____

Are vines and ornamental grass trimmed away from access road or bike trail? Yes _____ No _____ Pruning next to parapet walls on channel sidewalls required? Yes _____ No _____ (make sure they do not hang more than 2 feet below the wall.)

Weed control. Are weeds maintained? Yes _____ No _____ Weeds can be manually pulled, weed whipped, or chemically treated with PWR approval in shrubbery, groundcover, rock, gravel, ornamental grass area, or vines.
Comments _____

Is there vertical clearance of 7 feet for pedestrian access areas? Yes _____ No _____ Trimming required?
Yes _____ No _____

Is there vertical clearance of 14 feet for vehicular roadways? Yes _____ No _____ Trimming required?
Yes _____ No _____

Is area free of litter? Yes _____ No _____ if not, clear all non-hazardous debris including animal feces.

Any trash cans/ receptacles? Yes _____ No _____ empty once a week.

Extra/ As Needed work needed?
Comments: _____

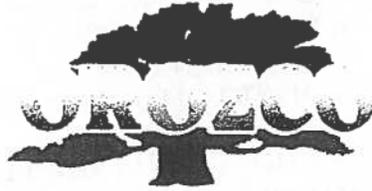
Note any and all materials used for this site:

_____ i.e.: plant and trees installed, replace or clean damaged or clogged bubbler heads, replace or clean damaged drip line emitters; repair broken drip lines, lean filters.

Signature: (who completed inspection): _____ Date: _____

Verified by: (Qualified Inspector) _____ Date: _____





Landscape and Tree Company

Quality Assurance Program continued

Quality Control Documentation, Review and Reporting

Orozco Landscape and Tree Company maintain all inspection reports and monthly maintenance service reports completed in our office. Initial inspection reports and final inspection report forms are kept for each work location. The onsite supervisor/foreman notates daily inspections of work sites. Copies of the dump receipts, plant or tree receipts if applicable will be attached to the monthly report forms, and invoices. A pesticide usage report will be submitted to the PWR once requested, with a copy in our office. A copy of all receipts will be left at our office. All of our inspection reports and any other required documentation will be easily accessible to the public works representative upon request.

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CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1001 I STREET
SACRAMENTO, CALIFORNIA 95814

ISSUED: January 01, 2014
EXPIRES: December 31, 2015

MAINTENANCE GARDENER PEST
CONTROL BUSINESS LICENSE

LICENSE NO. 35887

Invalid if insurance and/or qualified person(s) lapse before expiration date.

Mailing Address

Business Location

OROZCO LANDSCAPE & TREE CO.
1419 S. EAST END AVENUE
POMONA, CA 91766

OROZCO LANDSCAPE & TREE CO.
1419 S EAST END AVE
POMONA, CA 91766

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

State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



780564

J OROZCO ENTERPRISES INC DBA
OROZCO LANDSCAPE AND TREE CO

CORP

C27 C61/D49

05/31/2015

www.cslb.ca.gov



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VERIFICATION OF PROPOSAL

DATE: 12/16, 2014

THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:

1. This Declaration is given in support of a Proposal for a Contract with The County Of Los Angeles. The Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the Proposal may be rejected at the Director's sole judgment and his/her judgment shall be final.

2. Name of Service: **Statement of Qualifications for Landscape and Grounds Maintenance Services (2014-PA039)**

DECLARANT INFORMATION

3. Name Of declarant: **Carlos Orozco C/O J. Orozco Enterprises, Inc. DBA Orozco Landscape and Tree Company**

4. I Am duly vested with the authority to make and sign instruments for and on behalf of the Proposer(s).

5. My Title, Capacity, Or Relationship to the Proposer(s) is: **Operations Manager**

PROPOSER INFORMATION

6. Proposer's full legal name: **J. Orozco Enterprises, Inc. DBA Orozco Landscape and Tree Co.** Telephone No.: **909-623-8287**

Physical Address (NO P O. BOX): **1419 S. East End Ave Pomona Ca 91766**

e-mail: **carlos@orozcolandscape.com**

Mobile No.:

Fax No.: **909-469-0634**

County WebVen No.: **10125201**

IRS No.:

Business License No.: **780564**

7. Proposer's fictitious business name(s) or dba(s) (if any): **Orozco Landscape and Tree Company**

County(s) of Registration: **Los Angeles**

State: **CA**

Year(s) became DBA: **1999/2000**

8. The Proposer's form of business entity is (CHECK ONLY ONE):

Sole proprietor

Name of Proprietor:

A corporation:

Corporation's principal place of business: **Pomona**

State of incorporation: **California**

Year incorporated: **2000**

Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts

President/CEO:

Secretary:

A general partnership:

Names of partners:

A limited partnership:

Name of general partner:

A joint venture of:

Names of joint venturers:

A limited liability company:

Name of managing member:

9. The only persons or firms interested in this proposal as principals are the following:

Name(s) **Jose J. Orozco**

Title **President**

Phone **909-623-8287**

Fax **909-469-0634**

Street **1419 S. East End Ave**

City **Pomona**

State **Ca**

Zip **91766**

Name(s) **Carlos Orozco**

Title **Operations Manager**

Phone **909-623-8287**

Fax **909-469-0634**

Street **1419 S. East End Ave**

City **Pomona**

State **Ca**

Zip **91766**

10. Is your firm wholly or majority owned by, or a subsidiary of another firm? No Yes

If yes, name of parent firm:

State of incorporation/registration of parent firm:

11. Has your firm done business under any other name(s) within the last five years? No Yes If yes, please list the other name(s).

Name(s):

Name(s):

Year of name change: _____

Year of name change: _____

12. Is your firm involved in any pending acquisition or merger? No Yes

If yes, indicate the associated company's name:

13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.

14 I am making these representations and all representation contained in this proposal based on information that they are true and correct to the best of my information and belief.

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

Signature of Proposer or Authorized Agent:

Type name and title: **Carlos Orozco, Operations Manager**

Date: **12/16/14**

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

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

Company Name: J. Orozco Enterprises, Inc. DBA Orozco Landscape and Tree Company			
Company Address: 1419 S. East End Ave			
City: Pomona	State: CA	Zip Code: 91766	
Telephone Number: 909-623-8287			
(Type of Goods or Services): SOQ Landscape & Grounds Maintenance 2014-PA039			

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

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

My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost, and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost, and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

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

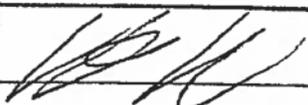
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

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

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

Print Name: Carlos Orozco	Title: Operations Manager
Signature: 	Date: 12/16/14

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: J. Orozco Enterprises, Inc. DBA Orozco Landscape and Tree Company
 SERVICE BY PROPOSER Landscape and Grounds Maintenance Services
 PROPOSAL DATE: 12/16/14

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

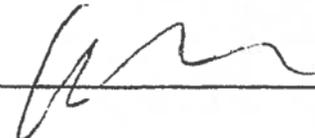
5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2009	2010	2011	2012	2013	Total	Current Year to Date 2014
1 Number of contracts.	210	250	290	310	320	1380	323
2 Total dollar amount of Contracts (in thousands of dollars).	2,153,672	2,981,425	3,258,669	2,862,675	2,898,887	14,155,328	3,721,172
3 Number of fatalities.	0	0	0	0	0	0	0
4 Number of lost workday cases.	0	0	0	0	0	0	0
5 Number of lost workday cases involving permanent transfer to another job or termination of employment.	0	0	0	0	0	0	0
6 Number of lost workdays.	0	0	0	0	0	0	0

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

Carlos Orozco Operations Manager for Orozco Landscape
 Name of Proposer or Authorized Agent (print)

Signature



1/5/15

Date

CONFLICT OF INTEREST CERTIFICATION

I, Carlos Orozco

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

of Orozco Landscape and Tree Company
Name of proposer

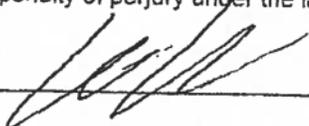
make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

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

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

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

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

Signed 

Date 12/16/14

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PROPOSER'S REFERENCE LIST

PROPOSER NAME: J. Orozco Enterprises, Inc. DBA Orozco Landscape and Tree Company

PROPOSED CONTRACT FOR: SOQ for Landscape & Grounds Maintenance Services 2014-PA039

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

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

SERVICE: Channel ROW Clearing East Maint. Area	SERVICE DATES: 9/2009 to present
DEPT/DISTRICT: LA County DPW Flood Division- Longden	
CONTACT: Rick Edwards	
TELEPHONE: 626-445-7630	
FAX: 626-445-5497	
E-MAIL: redwards@ladpw.org	

SERVICE: Channel ROW Clearing West Maint. Area	SERVICE DATES: 9/2010 to 9/2014
DEPT/DISTRICT: LA County DPW Flood Division-Hansen	
CONTACT: Jairo Flores	
TELEPHONE: 818-896-0634	
FAX: 818-899-1372	
E-MAIL: JFlores@dpw.lacounty.gov	

SERVICE: Soft Bottom Channel ROW Clearing South Area	SERVICE DATES: 9/16/14 to present
DEPT/DISTRICT: LA County DPW Flood Division- South Gate	
CONTACT: Victor Pelayo or Yvonne Taylor	
TELEPHONE: 562-861-0316	
FAX:	
E-MAIL: VPelayo@dpw.lacounty.gov YTaylor@dpw.lacounty.gov	

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

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: landscape & tree maint. weed & brush removal, tree service, irrigation	SERVICE DATES: 2007 to present
AGENCY/ FIRM: Metropolitan Water District of Southern CA	
ADDRESS: PO Box 54153 Los Angeles Ca 90054	
CONTACT: Richard Arroyo or John Niedhamer	
TELEPHONE: 818-832-2178 or 909-228-4973	
FAX: 213-576-5329 or 213-576-5496	
E-MAIL: rarroyo@mwdh2o.com jniedhamer@mwdh2o.com	

SERVICE: Landscape & tree maint. weed abatement, tree trimming & irrigation	SERVICE DATES: 2005 & 2012 to present
AGENCY/ FIRM: City of Corona Dept. of Water and Power	
ADDRESS: 755 Public Safety Way Corona Ca 92880	
CONTACT: George Jackson	
TELEPHONE: 951-453-0771 or 951-555-0241	
FAX:	
E-MAIL: george.jackson@ci.corona.ca.us	

SERVICE: landscape & tree maintenance, chemical & mechanical weed control, tree service, irrigation	SERVICE DATES: 2007 to present
AGENCY/ FIRM: Cushman & Wakefield, Northmarq Real Estate Service	
ADDRESS: 1003 E. Brier Dr. San Bernardino, Ca 92408	
CONTACT: Marge Almond	
TELEPHONE: 909-796-7083	
FAX: 909-796-8950	
E-MAIL: marge.almond@cushwakenm.com	

SERVICE: landscape & tree maintenance tree trimming, irrigation repairs chemical & mechanical weed control	SERVICE DATES: 1999 to present
AGENCY/ FIRM: Verizon Wireless	
ADDRESS: 14712 Sinclair Circle Ste. A Tustin Ca 92780	
CONTACT: Jeffrey Hollenbeck	
TELEPHONE: 714-669-3587	
FAX: 714-669-3520	
E-MAIL: Jeffrey.Hollenbeck@VZW.com	

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PROPOSER'S REFERENCE LIST

PROPOSER NAME: J. Orozco Enterprises, Inc. DBA Orozco Landscape and Tree Company

PROPOSED CONTRACT FOR: SOQ for Landscape & Grounds Maintenance Services 2014-PA039

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

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

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

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

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

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

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Tree service and irrigation	SERVICE DATES: 3/13 to present
AGENCY/FIRM: Public Storage	
ADDRESS: 701 Western Ave Glendale CA 91201	
CONTACT: Ben Cardenas	
TELEPHONE: 818-618-6697	
FAX:	
E-MAIL: BCardenas@publicstorage.com	

SERVICE: landscape & tree maint, tree trimming, irrigation, weed control	SERVICE DATES: 7/12 to present
AGENCY/FIRM: County of Riverside EDA Facilities Management	
ADDRESS: 3133 Mission Inn Ave Riverside Ca 92509	
CONTACT: Chris Koelling	
TELEPHONE: 951-901-5970	
FAX: 951-779-3060	
E-MAIL: CKoelling@rivcoeda.org	

SERVICE: landscape & tree maint, weed abatement, irrigation	SERVICE DATES: 2/2012 to present
AGENCY/FIRM: City of Glendora Commercial Svc Parks Yard	
ADDRESS: 1636 Compromise Line Road Glendora Ca 91741	
CONTACT: Andrea Miller	
TELEPHONE: 626-852-4871	
FAX:	
E-MAIL: amiller@ci.glendora.ca.us	

SERVICE:	SERVICE DATES:
AGENCY/FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

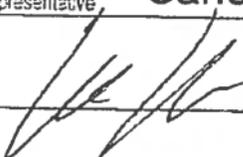
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PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

<small>Proposer's Name</small>	Orozco Landscape and Tree Company
<small>Address</small>	1419 S. East End Ave Pomona Ca 91766
<small>Internal Revenue Service Employer Identification Number</small>	[REDACTED]

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

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

<small>Proposer</small>	Orozco Landscape and Tree Company	
<small>Authorized representative</small>	Carlos Orozco, operations manager	
<small>Signature</small>		<small>Date</small> 12/16/14

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

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

FIRM NAME: J. Orozco Enterprises, Inc. DBA Orozco Landscape and Tree Company
My County (WebVen) Vendor Number: 10125201

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

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

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

Business Structure:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): 43						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American	0	0	0	0	0	0
Hispanic/Latino	1	0	3	1	43	2
Asian or Pacific Islander	0	0	0	0	0	0
American Indian	0	0	0	0	0	0
Filipino	0	0	0	0	0	0
White	0	0	0	0	0	0

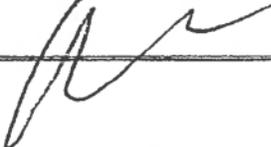
III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	100 %	%	%	%	%
Women	%	%	%	%	%	%

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
n/a					

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

Authorized Signature: 	Title: Operations Manager	Date: 1/5/15
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County of Los Angeles
INTERNAL SERVICES DEPARTMENT
1100 North Eastern Avenue
Los Angeles, California 90063

Telephone: (877) 669-CBES
FAX: (323) 881-1871

TOM TINDALL
Director

"To enrich lives through effective and caring service"

August 07, 2013

JESSE OROZCO
J. OROZCO ENTERPRISES, INC.
OROZCO LANDSCAPE AND TREE COMPANY 1419 EAST
END AVENUE
POMONA, CA 91766

Vendor #: 10125201

Dear JESSE OROZCO:

Congratulations! Your business is now certified as a County of Los Angeles Local Small Business Enterprise (Local SBE). Your Local SBE certification is valid until June 30, 2015.

Your business is eligible for the Local SBE Preference Program consideration in those County of Los Angeles solicitations which include the "Request for Local SBE Preference Program Consideration" form. You must complete the form and provide your Vendor Number in your bid/proposal for each response to receive the preference.

Additionally, the Board of Supervisors established a "Countywide Small Business Payment Liaison and Prompt Pay Program". As a certified Local SBE, your company is now eligible for a 15-day prompt payment. Please call the Office of Small Business at (323) 881-3964 to make an appointment to receive your free Prompt Payment Stamp and instructions.

The County of Los Angeles Office of Small Business reserves the right to request additional information and/or conduct an on-site visit to verify any documentation submitted by the applicant. If there are any changes in the State of California Office of Small Business and DVBE Certification (OSDC) SBE status, ownership, control of the firm or principal place of business during the certification period, you are required to notify this office and the OSDC immediately.

Again, congratulations on your certification. If you have any questions about the Local SBE Program, visit our website at <http://osb.lacounty.gov> or call the Local SBE Customer Service at (877) 669-CBES.

Sincerely,

TOM TINDALL
DIRECTOR

DEBBIE CABREIRA-JOHNSON
Program Director

TT:DCJ/ct

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GAIN and GROW EMPLOYMENT COMMITMENT

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

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@dpss.lacounty.gov.

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

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

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

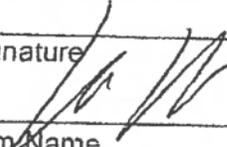
_____ YES (subject to verification by County) X NO

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

 X YES _____ NO

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

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

Signature 	Title Operations Manager
Firm Name Orozco Landscape & Tree Co.	Date 12/1/14

TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW

*A Solicitation Requirements Review must be received by the County
within ten business days of issuance of the solicitation document*

Proposer Name: N/A	Date of Request:
Project Title:	Project No.

A Solicitation Requirements Review is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of Minimum Requirements
- Application of Evaluation Criteria /
- Application of Business Requirements
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses /

I understand that this request must be received by the County within **ten business days** of issuance of the solicitation document. /

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)* /

_____ /
 _____ /
 _____ /

Request submitted by: _____ /
 _____ /
 _____ /
 _____ /

(Name) _____ (Title) _____

For County use only

Date Transmittal Received by County: _____	Date Solicitation Released: _____
Reviewed by: _____ /	
Results of Review - Comments: _____ / _____ / _____ /	
Date Response sent to Proposer: _____	

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CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

J. Orozco Enterprises, Inc. DBA Orozco Landscape & Tree Company

Address

1419 S. East End Ave Pomona Ca 91766

Internal Revenue Service Employer Identification Number



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

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

CERTIFICATION

YES

NO

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

(X)

()

OR

YES

NO

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

()

(X)

Signature

12/16/14

Date

Carlos Orozco, Operations Manager

Name and Title (please type or print)

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

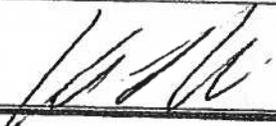
COMPANY NAME: Orozco Landscape and Tree Company		
COMPANY ADDRESS: 1419 S. East End Ave		
CITY: Pomona	STATE: CA	ZIP CODE: 91766

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

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

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

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

PRINT NAME: Carlos Orozco	TITLE: operations manager
SIGNATURE: 	DATE: 12/16/14

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: Orozco Landscape and Tree Company

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

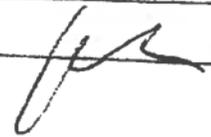
Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination was at the fault of the Proposer or not. Any and all terminated contracts should be accompanied with an explanation. It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on contracts that were terminated prior to expiration.

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

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

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

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

SIGNATURE 

DATE: 12/16/14

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PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: Orozco Landscape and Tree Company

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

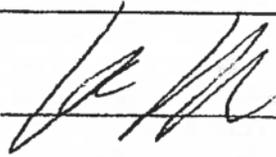
Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of proposal submission.

A. Pending Litigation Threatened Litigation Judgment (check one)

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

B. Pending Litigation Threatened Litigation Judgment (check one)

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

Signature of Proposer:  Date: 12/16/14

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES (2014-PA039)

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

J. Orozco Enterprises, Inc. DBA Orozco Landscape and Tree Co.
Proposer's Name

1419 S. East End Ave Pomona Ca 91766
Address

If awarded the contract: Proposer will comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Statement of Qualifications, and Proposer will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.

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

Signature of Proposer:  Date: 12-16-14

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

The Proposer certifies that:

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

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

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

-OR-

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

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

Print Name: Carlos Orozco	Title: Operations Manager
Signature: 	Date: 12/16/14

REQUEST FOR DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM CONSIDERATION FORM

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

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

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

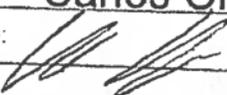
Information about the State's DVBE certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov>.

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

I AM NOT a DVBE certified by the State of California or a Service Disabled Veteran-Owned Small Business with the Department of Veteran Affairs.

I AM certified as a DVBE with the State of California or a Service Disabled Veteran-Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

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

Name of Firm: Orozco Landscape & Tree Co.	County Webven No. 10125201
Print Authorized Name: Carlos Orozco	Title: operations manager
Authorized Signature: 	Date: 12/16/14

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

**STATEMENT OF EQUIPMENT FORM
FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES (2014-PA039)**

PROPOSER'S NAME: J. Orozco Enterprises, Inc. DBA Orozco Landscape and Tree Company
 ADDRESS: 1419 S. East End Ave Pomona Ca 91766
 TELEPHONE: 909-623-8287

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT THAT WILL BE DEDICATED AND/OR DESIGNATED PRIMARY BACKUP TO THIS SERVICE

Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.

TYPE OF EQUIPMENT	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	CONDITION OF EQUIPMENT	OPERATIONAL/ NON-OPERATIONAL	LOCATION	DESIGNATION Check one	
								DEDICATED	PRIMARY BACKUP
Brush Chipper	Vermeer	BC1500	2008	#3275	good	oper.	yard		x
Brush Chipper	Vermeer	BC1500	2010	#4927	good	oper.	yard	x	
Brush Chipper	Vermeer	BC1000	2010	#6797	good	oper.	yard		x
Stump Cutter	Vermeer	SC50TX	-	-	good	oper.	yard		x
Tractor w/ rotary cutter	Kubota	MX5100	2011	#7968	good	oper.	yard	x	
Loader	John Deere	333D	2011	#5096	good	oper.	yard	x	
ZTrac Mower	John Deere	2930A	2011	#0421	good	oper.	yard	x	
Loader	Caterpillar	TH210	2005	#0279	good	oper.	yard	x	
Tractor Loader	Caterpillar	226B	2006	#7672	good	oper.	yard		x
Stump Grinder	Rayco	RG25	2007	#7078	good	oper.	yard	x	
Stump Cutter	Vermeer	SC852	2012	#3303	excellent	oper.	yard		x
Trailer	Apache	8x12x4	2012	#2588	excellent	oper.	yard		x
Trailer 3 axle	Apache	8x15x2hd	2012	#2626	excellent	oper.	yard		x
Trailer 16'	Carson	16'	2011	#9002	excellent	oper.	yard		x
Trailer	Rollsright	FB	2011	#6214	excellent	oper.	yard		x
Trailer	Big Tex	25GN24BCT5	2008	#8344	good	oper.	yard		x
Trailer	Big Tex	14' BT Vang	2007	#3530	good	oper.	yard		x

**STATEMENT OF EQUIPMENT FORM
FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES (2014-PA039)**

PROPOSER'S NAME: J. Orozco Enterprises, Inc. DBA Orozco Landscape and Tree Company

ADDRESS: 1419 S. East End Ave Pomona Ca 91766

TELEPHONE: 909-623-8287

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT THAT WILL BE DEDICATED AND/OR DESIGNATED PRIMARY BACKUP TO THIS SERVICE

Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.

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TYPE OF EQUIPMENT	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	CONDITION OF EQUIPMENT	OPERATIONAL/ NON-OPERATIONAL	LOCATION	DESIGNATION Check one	
								DEDICATED	PRIMARY BACKUP
chainsaws	Echo	341	n/a	n/a	good	oper.	yard	x	
weeders	Tanaka	-	-	-	good	oper.	yard	X	
weeders	Echo	PA5265	-	-	good	oper.	yard		x
Lawnmowers	Toro	GVX150	-	-	good	oper.	yard	x	
Cones	-	-	-	-	good	oper.	yard	X	
Arrow Board	Traffic Control	-	-	-	good	oper.	yard	X	
Arrow Board	Traffic Control	-	-	-	good	oper.	yard		x
Forestry Truck w/bucketlift	Inter.	Forestry Trk	2013	#52208	excellent	oper.	yard		x
Pole Saws	-	-	-	-	good	oper.	yard	x	
Hedge Trimmers	-	-	-	-	good	oper.	yard	x	
Brush Choppers	-	-	-	-	good	oper.	yard	x	
Rakes	-	-	-	-	good	oper.	yard	x	
Shovels	-	-	-	-	good	oper.	yard	x	
Brooms	-	-	-	-	good	oper.	yard	x	
Leaf Collectors	-	-	-	-	good	oper.	yard	x	
Loppers	-	-	-	-	good	oper.	yard	x	
Gator 6 tires Diesel	John Deere	6x4 traditional	2014	#80104	excellent	oper	yard	x	

**STATEMENT OF EQUIPMENT FORM
FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES (2014-PA039)**

PROPOSER'S NAME: J. Orozco Enterprises, Inc. DBA Orozco Landscape and Tree Company

ADDRESS: 1419 S. East End Ave Pomona Ca 91766

TELEPHONE: 909-623-8287

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT THAT WILL BE DEDICATED AND/OR DESIGNATED PRIMARY BACKUP TO THIS SERVICE

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TYPE OF EQUIPMENT	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	CONDITION OF EQUIPMENT	OPERATIONAL/ NON-OPERATIONAL	LOCATION	DESIGNATION Check one	
								DEDICATED	PRIMARY BACKUP
Mowers	Exmark	Lazer	-	-	good	oper.	yard		x
Mowers	Exmark	unk	-	-	good	oper.	yard		x
Hedge Trimmers	Echo	165	-	-	good	oper.	yard	x	
Weedeaters	Kawasaki	322626	-	TH026 Dayoo	good	oper.	yard		x
Mowers	Honda	HRC216	-	MZCG7921930	good	oper.	yard	x	
Mowers	Honda	HRR216va	-	TH026Da700	good	oper.	yard		x
Chainsaws	Echo	341	-	-	good	oper.	yard		x
150 gal. spray tank	n/a	-	-	-	good	oper.	yard	x	
50 gal. spray tank	n/a	-	-	-	good	oper.	yard		x
50 gal. spray tank	n/a	-	-	-	good	oper.	yard		x
Leaf Blowers	-	-	-	-	good	oper.	yard	x	
Leaf Blowers	Shindaiwa	EB633RJ	-	-	good	oper.	yard	x	
Hand Blowers	Echo	PB251	-	-	good	oper.	yard		x
Wheel Barrows	-	-	-	-	good	oper.	yard		x
Wheel Barrows	Jackson	-	-	-	good	oper.	yard	x	
Wheel Barrows	True Temper	-	-	-	good	oper.	yard		x
Chainsaws	Echo	CS450	-	-	good	oper.	yard	x	

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								DEDICATED	PRIMARY BACKUP
Stakebed Dump Truck	Isuzu	NRR	2011	#300320	excellent	oper.	yard		x
Utility Truck	Chevy	Colorado	2011	#104594	excellent	oper.	yard		x
Truck	Chevy	Silv.	2011	#213640	excellent	oper.	yard		x
Utility Truck	Chevy	Colorado	2010	#263943	excellent	oper.	yard	x	
Truck	Chevy	3500	2010	#219248	excellent	oper.	yard		x
Truck	Chevy	Silv.	2009	#138944	excellent	oper.	yard		x
Utility Truck	GMC	2500	2009	#110549	excellent	oper.	yard	x	
Utility Truck	GMC	Canyon	2008	#150225	good	oper.	yard	x	
Pick up Truck	GMC	Canyon	2007	#121375	good	oper.	yard		x
Pick up Truck	GMC	1/2 ton	2007	#505546	good	oper.	yard		x
Pick up Truck	Chev	1500	2006	#173423	good	oper.	yard		x
1 ton stakebed	GMC	3500	2006	#236811	good	oper.	yard		x
1 ton stakebed	GMC	3500	2006	#149559	good	oper.	yard	x	
1 ton stakebed	GMC	3500	2007	#590111	good	oper.	yard		x
Utility Truck	GMC	3500	2005	#142322	good	oper.	yard		x
Box Van	GMC	Savana	2005	#153517	good	oper.	yard	x	
Box Van	GMC	Van G3500	2005	#909991	good	oper.	yard		x

**STATEMENT OF EQUIPMENT FORM
FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES (2014-PA039)**

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								DEDICATED	PRIMARY BACKUP
Utility truck	GMC	1500 Sierra	2004	#296886	good	oper.	yard		x
Box Van	GMC	G3500 Van	2005	#912322	good	oper.	yard		x
Truck	Chevy	Silv	2005	#278200	good	oper.	yard		x
16 ft. Dump Truck	GMC	C4500	2004	#516960	good	oper.	yard	x	
Pick up Trucks	Chevy	S10	2003	#261202	good	oper.	yard		x
Truck	Chevy	Silv.	2002	#258798	good	oper.	yard		x
Box Van	Chevy	Cargo Van	2000	#142247	good	oper.	yard		x
Dump Truck	Isuzu	Stakebed	1995	#J02173	good	oper.	yard	x	
Roll Off Truck	Peterbuilt	379 Roll off	1997	#422770	good	oper.	yard		x
Box Truck	GMC	C5C042 C5500	2009	#411659	good	oper.	yard		x
Boom Truck	International		1994	#579548	good	oper.	yard	x	
Boom Truck	GMC	C70	1988	#110977	good	oper.	yard		x
Dump Truck	GMC	6500	1999	#105189	good	oper.	yard	x	
Dump Truck	Chevy	7500	2003	#518865	good	oper.	yard		x
Boom Truck	GMC	C5500	2004	#501574	good	oper.	yard		x
Truck	Chevy	C4500	2004	#511658	good	oper.	yard		x
Chipper Truck	International		2005	#168555	good	oper	yard	x	

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**STATEMENT OF EQUIPMENT FORM
FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES (2014-PA039)**

PROPOSER'S NAME: J. Orozco Enterprises, Inc. DBA Orozco Landscape and Tree Company
 ADDRESS: 1419 S. East End Ave Pomona Ca 91766
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								DEDICATED	PRIMARY BACKUP
Trailer	Apache	8x12x2STD	2010	#C000194	excellent	oper.	yard		x
Boom Truck	GMC	C5500	2005	#530302	good	oper.	yard	x	
Truck	Chevy	W4500	2006	#003579	good	oper.	yard		x
Truck	Chevy	Colorado	2012	#135770	excellent	oper.	yard		x
Roll off	Int'l	7600	2013	#J154151	excellent	oper.	yard		x
Truck	GMC	3500	2013	#144728	excellent	oper.	yard		x
Brush Chipper	Vermeer	BC1500	2012	#005260	excellent	oper.	yard		x
Loader	New Holland	LS210	2001	#168088	good	oper.	yard		x
50 yard container	n/a	n/a	n/a	n/a	good	oper.	yard		x
40 yard container	n/a	n/a	n/a	n/a	good	oper.	yard		x
40 yard container	n/a	n/a	n/a	n/a	good	oper.	yard	x	
40 yard container	n/a	n/a	n/a	n/a	good	oper.	yard	x	
20 yard container	n/a	n/a	n/a	n/a	good	oper.	yard		x
Trailer	Aztec	trailer	n/a	#AV6865	good	oper.	yard		x
Trailer	Aztec	trailer	n/a	#VB8998	good	oper.	yard	x	
Trailer	Adspa	trailer	n/a	#047148	good	oper.	yard		x
Dump Truck	GMC	Sierra	2014	#8683	excellent	oper.	yard	x	

**STATEMENT OF EQUIPMENT FORM
FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES (2014-PA039)**

PROPOSER'S NAME: J. Orozco Enterprises, Inc. DBA Orozco Landscape and Tree Company

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Dump Truck	GMC	Sierra	2014	#7718	excellent	oper.	yard		x
Truck	GMC	Sierra	2014	#1941	excellent	oper.	yard		x
Base Loader	John Deere	304K	2014	#35431	excellent	oper.	yard		x
48" Lazer Mower	Lazer	S series	2014	#9698	excellent	oper.	yard		x
36" Lazer Mower	Kawasaki	S Series	2014	- #21780	excellent	oper.	yard		x
Truck	GMC Dump	Sierra	2015	#2359	excellent	oper.	yard	x	
Compact Loader	Morbark	532DX Boxer	2014	#3788	excellent	oper.	yard	x	
Hoes	-	-	-	-	excellent	oper.	yard	x	
Ladders	-	-	-	-	excellent	oper.	yard	x	
Tape Measure	-	-	-	-	excellent	oper.	yard	x	
Excavator with flail mower	Bobcat	E45	2014	#1355	excellent	oper.	yard		x
Compact Loader	Boxer	532	2014	#3788	excellent	oper.	yard		x

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**LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFSQ**

PROPOSER MUST CHECK A BOX IN EVERY SECTION

Important Note: The information on this form is subject to verification and will not be used for scoring purposes.

Completing this form by itself without including detailed narrative in your proposal to support the minimum mandatory requirement of this RFSQ, any inconsistencies or inaccuracy in the information provided in this form, or this form and your Proposal, may subject your Proposal to disqualification or other actions, at the sole discretion of the County.

At the time of proposal submission, Proposer must meet the following minimum requirements:

- Proposer must have a minimum of three years of experience providing landscape maintenance services. **Subcontracting is not allowed to meet this requirement.**

- Yes. Please complete the chart below. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement for scoring of your proposal in this category.)

Proposer's Name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number*
J. Orozco Enterprises, Inc.	1999 to present	We have been conducting landscape maintenance, tree trimming & removal services, irrigation repair and maintenance, chemical and mechanical weed control and other landscape industry related services since 1999, we incorporated in 2000. We have experience in completing various types of contracts for the County of Los Angeles for many years including the Channel ROW Clearing Services in	6-34
DBA Orozco Landscape		the East and West Maintenance Areas & soft bottom Channel Clearing South Area.	

*List the page number in the proposal containing the proposer's experience.

- No. Proposer does not meet the experience requirement stated above.

- Proposer must submit a copy of a valid and active State Contractor's Class C-27 (Landscaping Contractor) license. **Subcontracting is not allowed to meet this requirement.**

- Yes. Please complete the chart below.

Type of License	License No.	Name of License Holder	Valid/Active Dates
CA Contractors License	780564	J. Orozco Enterprises, Inc. DBA Orozco Landscape & Tree Company	5/31/15

- No. Proposer and/or its Subcontractor(s) does not have the license as stated above.

3. Proposer and/or its Subcontractor(s) employee must submit a copy of a valid and active arborist and/or horticulturist certification.

Yes. Please complete the chart below.

Type of Certification	Name of Certification Holder	Valid/Active Dates
ISA Certified Arborist	Carlos Orozco	12/31/15

No. Proposer and/or its Subcontractor(s) does not have the certification as stated above.

4. Proposer and/or its Subcontractor(s) must submit a copy of a valid and active State of California Department of Pesticide Regulation Pest Control Business license.

Yes. Please complete the chart below.

Type of License	License No.	Name of License Holder	Valid/Active Dates	Subcontractor Yes/No
CA Dept. of Pesticide Regulation Maintenance Gardener Pest Control	35887	Orozco Landscape & Tree Co.	12/31/15	No

Business License

No. Proposer and/or its Subcontractor(s) does not have the license as stated above.

5. Proposer's and/or its Subcontractor(s) employee must submit a copy of a valid and active State of California Agricultural Pest Control Qualified Applicator license.

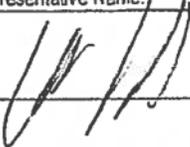
Yes. Please complete the chart below.

Type of License	License No.	Name of License Holder	Valid/Active Dates	Subcontractor Yes/No
Dept. of Pest. Regulation Qualified Applicator License	QAL120688	Carlos Orozco	12/31/15	No

No. Proposer and/or its Subcontractor(s) does not have the license as stated above.

**LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFSQ**

Proposer declares under penalty of perjury that the information stated above is true and accurate. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected at the sole discretion of the County.

Proposer's Name: J. Orozco Enterprises, Inc. DBA Orozco Landscape & Tree Co.	
Authorized representative Name: Carlos Orozco, Operations Manager	
Signature: 	Date: 12/16/14

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COUNTY OF LOS ANGELES LIVING WAGE PROGRAM
APPLICATION FOR EXEMPTION

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

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

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

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

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FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

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

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

PRINT NAME:	TITLE:
SIGNATURE: <p align="center">Not Applicable</p>	DATE:

Additional Information

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

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

Health Plan Company Name(s): _____

Company Insurance Group Number(s): _____

Health Premium Amount Paid by Employer: _____

Health Premium Amount Paid by Employee: _____

Health Benefit(s) Payment Schedule:

Monthly Quarterly Bi-Annual

Annually Other (Specify): _____

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

N/A

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COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

Contractor Living Wage Declaration

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

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

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

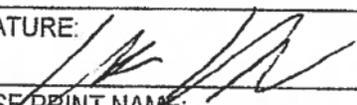
- I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- I do have a bona fide health care benefit plan for those employees who will be providing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

Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

- Monthly
- Quarterly
- Bi-Annual
- Annually
- Other: _____ (Specify)

PLEASE PRINT COMPANY NAME: Orozco Landscape and Tree Company	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct.	
SIGNATURE: 	DATE: 12/16/14
PLEASE PRINT NAME: Carlos Orozco	TITLE OR POSITION: Operations Manager

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

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

LIVING WAGE ORDINANCE:

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

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

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

LABOR LAW/PAYROLL VIOLATIONS :

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

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

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

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

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

HISTORY OF DEBARMENT (Check one):

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

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

Owner's/Agent's Authorized Signature

Carlos Orozco, Operations Manager
Print Name and Title

Orozco Landscape and Tree Company
Print Name of Firm

12/16/14
Date

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

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

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

Print Name of Firm: Not Applicable	Print Name of Owner:
Print Address of Firm:	Owner's/AGENT's Authorized Signature:
City, State, Zip Code	Print Name and Title:

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

Additional Pages are attached for a total of _____ pages.

GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

<p>COUNTY DETERMINATION</p> <p>Proposer Name: _____</p> <p>Contracting Department: _____</p> <p>Department Contact Person: _____</p> <p>Phone: _____</p>	<p>RANGE OF DEDUCTION _____</p> <p>(Deduction is taken from the maximum evaluation points available)</p> <p style="text-align: center; font-size: 1.2em;">Not Applicable</p>	
	Proposer Fully Disclosed	Proposer <i>Did Not</i> Fully Disclose
<p>MAJOR County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*</p>	<p>8 - 10% Consider investigating a finding of proposer non-responsibility**</p>	<p>16 - 20% Consider investigating a finding of proposer non-responsibility**</p>
<p>SIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.*</p>	<p>4 - 7%</p>	<p>8 - 14% Consider investigating a finding of proposer non-responsibility**</p>
<p>MINOR County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*</p>	<p>2 - 3%</p>	<p>4 - 6%</p>
<p>INSIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.*</p>	<p>0 - 1%</p>	<p>1 - 2%</p>
<p>NONE County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*</p>	<p>0</p>	<p>N/A</p>

Assessment Criteria

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

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

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

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

REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: _____

Name of Proposer's Health Plan: _____ Date: _____

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

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium			
Employee only	Y N	\$	
Employee + 1 dependent	Y N	\$	
Employee + 2 dependents	Y N	\$	
Employee + 3 dependents	Y N	\$	
Proposer's portion of above health premium payment			
Employee only	Y N	\$	N/A We Pay our employees over \$11.84 an hour
Employee + 1 dependent	Y N	\$	
Employee + 2 dependents	Y N	\$	
Employee + 3 dependents	Y N	\$	
Any Annual Deductible?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Any Annual Maximum Employee Out-of-Pocket Expense?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Any Lifetime Maximum?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Ambulance coverage	Y N	\$	
Doctor's Office Visits	Y N	\$	
Emergency Care	Y N	\$	
Home Health Care	Y N	\$	
Hospice Care	Y N	\$	
Hospital Care	Y N	\$	
Immunizations	Y N	\$	
Maternity	Y N	\$	
Mental Health	Y N	\$	
Mental Health In-Patient Coverage	Y N	\$	
Mental Health Out-Patient Coverage	Y N	\$	

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

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

Under this health plan, a full time employee:

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

OTHER BENEFITS:

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

n/a

**WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES (2014-PA039)**

INSTRUCTIONS

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

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

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

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QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>I. TRACKING HOURS WORKED</p> <p>1.1. How does the Proposer track employee hours actually worked?</p> <p>1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?</p> <p>1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?</p>	<p>1.1 Each employee has their own weekly work schedule time sheet. Before departure with their assigned crew and foreman, the employee documents beginning shift time. All the crews time sheets are handed in to the manager for review.</p> <p>1.2 A Central Site (our work yard) then employees dispatch to work sites in company vehicles.</p> <p>1.3 At Central Site (our work yard). Employees shift start when they leave work yard in our company vehicles.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>2. REPORTING TIME How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?</p>	<p>2. Each crew along with their assigned foreman document the time sheet upon departure of the work yard with their assigned crew. The time sheets are then given to the manager upon departure. The manager verifies start time written by the employees in each crew and notes any discrepancies. Upon return to the work yard, each employee checks in with management team and documents end of shift time on time card. Each employee signs their time card at end of week verifying hours worked for that week.</p>
<p>3. RECORDS OF ACTUAL TIME WORKED</p> <p>3.1. What records are created to document the beginning and ending times of employee's actual work shifts?</p> <p>3.2. What records are maintained by the Proposer of actual time worked?</p> <p>3.3. Are the records maintained daily or at another interval (indicate the interval)?</p> <p>3.4. Who creates these records (e.g., employee, supervisor, or office staff)?</p> <p>3.5. Who checks the records, and what are they checking for?</p> <p>3.6. What happens to these records?</p> <p>3.7. Are they used as a source document to create Proposer's payroll?</p> <p>3.8. <u>ATTACH ACTUAL COPIES OF THESE RECORDS (Please blank out any personal information).</u></p>	<p>3.1 Time Cards/Weekly Work Schedules for each individual employee document each employees start time, ending time and hours worked. Then time sheets are signed by each employee at end of week verifying hours worked.</p> <p>3.2 Time Cards/Weekly Work Schedule Sheets document each employees start & ending time & hours worked. Then time sheets are signed by each employee at end of week verifying hours worked.</p> <p>3.3 Maintained daily as employees enter their start and end time daily. Employees sign time sheets at the end of the week confirming hours worked. After review of the time sheets by management, the time cards are given to office at end of week in order to process payroll.</p> <p>3.4 Office Staff creates time sheets while monitored by management. When each crew including the foreman document their start and ending times it is monitored by management.</p> <p>3.5 Management double checks records to verify information on them and notes any discrepancies. If a employee is out that day, a line is placed across that day of the week to inform everyone the employee is absent and worked 0 hours.</p> <p>3.6 At the end of each work week, employees signs their time sheet verifying hours worked and the sheets are then forwarded to office. The office staff retrieves hours worked for each employee from each individual time sheet. If the office staff have any questions on an employees time card they contact management for clarification. After hours are retrieved and documented, clerical places the time sheets in each employee's personnel file at the main office</p> <p>3.7 yes time cards/weekly work schedule are used to create payroll</p> <p>3.8 see attached copy</p>

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Weekly Work Schedule/ Horario De Trabajo Semanal

Employee/Empleado: _____

Social Security Number: _____XXX-XX-_____

Week Beginning: 12, 15, 14

Week Ending: 12, 19, 14

Check Date: 12, 24, 14

	HOURS						
DAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	
	LUNES	MARTES	MIERCOLES	JUEVES	VIERNES	SABADO	
IN	6:	6:	6:	6:	6:		
OUT	3:	3:	3:	3:	3:		
TOTAL	8	8	8	8	8		

*All Overtime must be approved by supervisor / Todas las horas extras deben ser aprobados por el supervisor

Weekly total hours/ El total de horas semanales: 40

Employee Signature/ Firma del empleado: _____



LANDSCAPE & TREE COMPANY



Weekly Work Schedule/ Horario De Trabajo Semanal

Employee/Empleado: _____

Social Security Number: _____ XXX-XX-_____

Week Beginning: / /

Week Ending: / /

Check Date: / /

		HOURS					
DAY	MONDAY	TUESDAY	WEDNESD	THURSDA	FRIDAY	SATURDAY	
	LUNES	MARTES	MIERCOLE	JUEVES	VIERNES	SABADO	
IN/ENTRADA							
OUT/SALIDA							
TOTAL HOURS/ HORARIO TOTAL							Total Hours
COUNTY LA LIVING WAGE HOUR TOTAL							
REGULAR HOUR TOTAL							

***All Overtime must be approved by supervisor / Todas las horas extras deben ser aprobados por el supervisor**

Weekly total hours/ El total de horas semanales: _____

Employee Signature/ Firma del empleado: _____



LANDSCAPE & TREE COMPANY

**County of Los Angeles Dept. of Public Works Living Wage Ordinance
Employee hour tracking form**

Contract: Landscape Maintenance Services West Area Contract # [REDACTED]

Employee Name: _____ SS# xxx-xx-_____

Foreman: _____

Week Beginning: / / Week Ending: / / Paycheck Date: / /

Jobsite: _____

	Monday/Lunes	Tuesday/Martes	Wednesday/Miercoles	Thursday/Jueves	Friday/Viernes
Time In/Entrada					
Time Out/Salida					
Total Hours/ Horario total					

Jobsite: _____

	Monday/Lunes	Tuesday/Martes	Wednesday/Miercoles	Thursday/Jueves	Friday/Viernes
Time In/Entrada					
Time Out/Salida					
Total Hours/ Horario total					

Jobsite: _____

	Monday/Lunes	Tuesday/Martes	Wednesday/Miercoles	Thursday/Jueves	Friday/Viernes
Time In/Entrada					
Time Out/Salida					
Total Hours/ Horario total					

Employee Signature: _____



1. Employee Name _____ hours worked
2. Employee Name _____ hours worked

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QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)</p> <p>4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?</p> <p>4.2. Who prepares and who checks the source document?</p> <p>4.3. Does the employee sign it?</p> <p>4.4. Who approves the source document, and what do they compare it with prior to approving it?</p>	<p>4.1 N/a Records of actual time worked are used. Employees individual time sheets of actual time worked are used to create payroll.</p> <p>4.2 n/a Office staff retrieves information from time sheets while monitored by management</p> <p>4.3 yes each employee signs their time sheet at the end of each week</p> <p>4.4 n/a The managers are in front of employees daily as they place departure time and start time on their time sheet and when the employees sign their time sheets at the end of each work week.</p>
<p>5. BREAKS</p> <p>5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?</p> <p>5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?</p> <p>5.3. If so, who prepares, reviews, and approves such documentation?</p>	<p>5.1 Team Leader/Foreman in charge of work site make sure their assigned crew take their proper breaks and meal breaks</p> <p>5.2 no but Foreman report daily to management at each break and meal time</p> <p>5.3 n/a as there is no documentation</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>5. HOW PAYROLL IS PREPARED</p> <p>6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.</p> <p>6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?</p> <p>6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?</p> <p>6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?</p> <p>6.5. <u>ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).</u></p>	<p>6.1 After management reviews the signed time sheets, he notes any discrepancies (if any) and forwards them to office staff to process payroll. Hours worked for each employee are retrieved by office staff and documented on a employee list form, and doubled checked. This form makes it easier for the entering of each individual employees hours worked into Quickbooks Pro 2014 as the employee list is in alphabetical order.</p> <p>After hours are entered for each week worked, we submit payroll in system and deductions and taxes are calculated by Quickbooks Pro 2014 per information we retrieved from each employees w4. We make sure our Quickbooks is up to date for accurate tax table changes.</p> <p>6.2 An automated check made by Quickbooks Pro 2014 with information we retrieve from time sheets</p> <p>6.3 A single check is processed for straight time and overtime if applicable with information we retrieve from time sheets.</p> <p>6.4 All deductions with information we received from employees w4, taxes, hours worked, and hourly rate etc.</p> <p>6.5 copy of paycheck and paycheck stub attached showing deduction and taxes categories</p>

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CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

OROZCO LANDSCAPE AND TREE CO.
 1419 S. EAST END AVE
 POMONA, CA. 91766
 909-623-8287

JPMORGAN CHASE BANK, NA
 AZUSA FINANCIAL CENTER
 1188 E. ALOSTA AVE.
 90-7162/3222

25606

12/19/2014

PAY TO THE ORDER OF



\$**462.10

Four Hundred Sixty-Two and 10/100*****

DOLLARS



MEMO

Pay Period: 12/06/2014 - 12/12/2014

⑈025606⑈



OROZCO LANDSCAPE AND TREE CO.

25606



SSN



Status (Fed/State)

Married/Married (one income)

Allowances/Extra

Fed-0/0/CA-0/0

Pay Period: 12/06/2014 - 12/12/2014

Pay Date: 12/19/2014

Earnings and Hours	Hours	Rate	Current	YTD Amount
hourly	40.00	14.00	560.00	20,944.00
Sick Hourly Rate			0.00	1,120.00
Holiday Hourly Pay			0.00	672.00
	40.00		560.00	22,736.00

Taxes	Current	YTD Amount
Medicare Employee Addl Tax	0.00	
Federal Withholding	-42.00	-1,676.00
Social Security Employee	-34.72	-1,409.63
Medicare Employee	-8.12	-329.67
CA - Withholding	-7.46	-296.02
CA - Disability Employee	-5.60	-227.36
	-97.90	-3,938.68

Net Pay 462.10 18,797.32

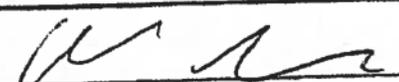
Paid Time Off	Earned	YTD Used	Available
Sick	0.00	80.00	-96.00
Vacation	0.00		-112.00

OROZCO LANDSCAPE AND TREE CO., 1419 S. EAST END AVE., POMONA, CA 91766, (909) 623-8287, FAX (909) 469-0634, J. OROZCO ENTERPRISES, INC.

Details on Back
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QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>7. MANUAL PAYROLL SYSTEM</p> <p>7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.</p> <p>7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?</p>	<p>7.1 n/a we do not have a manual payroll system</p> <p>7.2 n/a we do not have a manual payroll system</p>
<p>8. AUTOMATED PAYROLL SYSTEM</p> <p>8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll.</p> <p>8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid?</p> <p>8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?</p>	<p>8.1 After management reviews the signed time sheets, he notes any discrepancies (if any) and forwards them to the office staff to process the payroll. Hours worked for each employee are retrieved by the office staff and documented on an employee list form, and double checked. The employee list form makes it easier for the office staff to enter each individual employees hours worked into the Quickbooks Pro 2014 as the employee list is in alphabetical order. After the hours are entered for each each week worked, we submit the payroll in the Quickbooks Pro 2014 system and automatically taxes and deductions are calculated for each employee per the information we retrieved from each employee's W4. We make sure our Quickbooks is up to date for accurate tax table changes.</p> <p>8.2 For any upcoming County of Los Angeles Living Wage rate contracts, the Quickbooks Pro 2014 will allow each employee assigned to a living wage contract to have a living wage hourly pay rate and a regular hourly pay rate. On the living wage contract time sheet, the foreman and his crew will write the job-site name, and his time of departure. If they report to another job site they will do the same and document what time they are at the job site and what time they leave. The time when the employee is on their way to a County living wage contract until the time of their departure will be under the employees Living Wage hourly pay rate. The travel time to a non-county living wage contract to the time of their departure will be their regular hourly pay rate. The same process will occur as in 8.1. The management will review the signed time sheets and he will note any discrepancies (if any) and forward them to the office staff to process the payroll. Hours worked for each employee are retrieved by the office staff and documented on an employee list form. The office staff will document how many County living wage rate hours were worked and how many non-county regular hourly pay rate hours were worked. The number of hours for the County living wage contract will be entered under the living wage hourly pay rate for the employee. The number of hours worked for the employees non-county jobs worked, will be entered under the employees regular hourly pay rate. After the number of hours are entered for each hourly pay rate (ie: living wage hourly rate and regular hourly rate) the Quickbooks Pro 2014 system will automatically calculate taxes and deductions for each employee per the information we retrieved from their W4. We make sure our Quickbooks is up to date for accurate tax table changes.</p> <p>8.3 The calculation is embedded in the Quickbooks Pro 2014 system, all the office staff has to enter is the number of hours worked under each hourly pay rate. For example, the office staff will enter 24 hours under the employees living wage hourly pay rate and 16 hours under the employees regular hourly pay rate (non-county). The Quickbooks system will automatically calculate the employees gross wages, and automatically calculate taxes and deductions for an employee to determine the net pay of an employee.</p>

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QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>9. TRAVEL TIME</p> <p>9.1. How is travel time during an employee's shift paid?</p> <p>9.2. At what rate is such travel time paid if the employee has multiple wage rates?</p> <p>9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:</p> <p>a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate.</p> <p>b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.</p>	<p>9.1 Employees shift starts when they depart from the work yard in our company vehicle to their assigned work site, therefore travel time is included in each employees individual hours worked.</p> <p>9.2 The employee's travel time to a County Living Wage contract job-site until their departure is paid under the employees living wage hourly pay rate. The employees travel time leaving a County Living Wage contract to a non-county job site until their departure is paid under the employees regular hourly pay rate.</p> <p>9.3 a. An employees travel time to a County Living Wage contract job-site until his departure is paid at the County Living Wage hourly pay rate. The one hour of travel to another non-county job site to work for four hours will be paid at the employees regular hourly pay rate. For example: the employee gets paid three hours at the \$11.84 County Living Wage hourly rate and five hours at employees regular hourly rate of \$10.00.</p> <p>9.3 b. An employees travel time to a County Living Wage contract job-site until his departure is paid at the County Living Wage hourly pay rate. If the employee leaves a County Living Wage contract job site and goes to another County Living Wage contract then he is still paid the Living Wage hourly pay rate until he stops working at the second County Living Wage contract job-site. The employee gets paid three hours at the Living Wage hourly rate of \$11.84 for the first County Living Wage contract job-site. The employee gets paid one hour for the travel time to the second Living Wage contract job-site at the Living Wage hourly rate of \$11.84. Lastly the employee worked four hours at the second County Living Wage Contract job-site, so he will be paid an additional four hours at the Living Wage hourly rate of \$11.84. So this employee worked eight hours at his Living Wage hourly pay rate of \$11.84</p>
<p>10. OVERTIME</p> <p>10.1. How does the Proposer calculate overtime wages?</p> <p>10.2. What if the employee has multiple wage rates?</p>	<p>10.1 We calculate overtime wages by an employees hourly rate by time and a half as the employee begins overtime. Our Quickbooks Pro 2014 payroll system automatically calculates employees paychecks by the number of hours entered under each of the employees hourly rate of pays. For example the employee worked eight regular hours and they will be paid at the employees regular hourly pay rate. If the employee worked one hour of overtime then it will be paid at the employees overtime hourly pay rate assuming the employee worked 40 hours that work week.</p> <p>10.2 If the employee has multiple wage rates, depending on when the overtime occurs it will be paid at the necessary hourly pay rate. For example the employee worked earlier that day at a County Living Wage contract for three hours, but traveled one hour to another non-county job-site and works six hours, then three hours will be paid at the employees living wage hourly rate of pay, five hours will be paid at the employees regular hourly rate of pay and assuming the employee worked 40 hours the week of this occurrence, then one of the final six hours will be paid at the employees overtime hourly rate.</p> <p>If the employee works four hours at a non-county job-site then travels one hour to a County Living Wage contract job-site and works four hours, then the employee will be paid four hours at his regular hourly rate of pay, and four hours at his Living Wage hourly rate of pay. Assuming the employee has worked 40 hours the week of this occurrence, then one hour will be paid at the employees Living Wage hourly overtime pay rate.</p>
<p>Print Name: Carlos Orozco</p> <p>Signature: </p>	<p>Company: J. Orozco Enterprises, Inc</p> <p>Date: 1/5/15</p>

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Landscape and Tree Company

"There is no additional information Orozco Landscape and Tree Company wish to present"

Thank you.

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1419 South East End Avenue, Pomona, CA 91766 ❖ Telephone 909.623.8287 ❖ Fax 909.469.0634

**BIDDERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION
FOR LANDSCAPE MAINTENANCE SERVICES AT VARIOUS COUNTY-OWNED AIRPORT FACILITIES**

SELECTED FIRMS

	Bidder's Names (Prime with subcontractors* listed below) *only subcontractors with Utilization Participation are listed.	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	LGBTQQ Owned Business Enterprise
1	J. Orozco Enterprises, Inc., dba Orozco Landscape and Tree Company	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A

**BIDDERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION
FOR LANDSCAPE MAINTENANCE SERVICES AT VARIOUS COUNTY-OWNED AIRPORT FACILITIES**

FIRM INFORMATION*		J. Orozco Enterprises, Inc., dba Orozco Landscape and Tree Company
BUSINESS STRUCTURE		Corporation
		NUMBER/% OF OWNERSHIP
OWNERS/PARTNERS	Black/African American	0
	Hispanic/Latino	1/100%
	Asian or Pacific Islander	0
	Native American	0
	Subcontinent Asian	0
	White	4
	TOTAL	1/100%
	<i>Female (included above)</i>	0
COUNTY CERTIFICATION		
CBE		N/A
LSBE		YES
OTHER CERTIFYING AGENCY		N/A

*Information provided by bidders in response to the Invitation for Bids. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

Bid Detail Information

Bid Number : PW-ASD940
Bid Title : RFSQ Landscape and Grounds Maintenance Services (2014 SQPA001 – FORMERLY 2014-PA039)
Bid Type : Service
Department : Public Works
Commodity : GROUNDS MAINTENANCE: MOWING, EDGING, PLANT (NOT TREE) TRIMMING, ETC.
Open Date : 12/4/2014
Closing Date : Continuous
Bid Amount : \$ 0
Bid Download : Not Available

Bid Description : PLEASE TAKE NOTICE that Public Works requests Statement of Qualifications for Landscape and Grounds Maintenance Services (2014-PA039). The purpose of this solicitation is to establish a qualified list of contractors that can perform work when the County anticipates the need for landscape and grounds maintenance services. The Request for Statement of Qualifications (RFSQ) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Mr. Eric Fong at (626) 458 4077 or erfong@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

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

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFSQ document including, but not limited to:

1. Proposer must have a minimum of three years of experience providing landscape maintenance services. Subcontracting is not allowed to meet this requirement.
2. Proposer must submit a copy of a valid and active State Contractor's Class C-27 (Landscaping Contractor) license. Subcontracting is not allowed to meet this requirement.
3. Proposer and/or its subcontractor(s) employee must submit a copy of a valid and active arborist and/or horticulturist certification.
4. Proposer and/or its subcontractor(s) must submit a copy of a valid and active State of California Department of Pesticide Regulation Pest Control Business license.
5. Proposer and/or its subcontractor(s) employee must submit a copy of a valid and active State of California Qualified Applicator license.

Once the need to utilize the contractor's services is identified, Public Works will send out a Bid Request to all qualified contractors with a specific work description, price sheets, and may include additional requirements for the bids to be considered responsive and responsible. Some of the requirements may include, but are not limited to, submission of a sealed bid prior to an established deadline, additional licenses/certificates, and/or additional experience and equipment requirements.

Please note that there will be a Mandatory Proposers' Conference for this Request for Statement of Qualifications (RFSQ) on Monday, April 10, 2017, 8:30 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room B. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. However, those Proposers who attended the previous Proposers' Conference on December 16, 2014, or June 11, 2015 are not required to attend this Proposers' Conference. Public Works will reject proposers whose attendance cannot be verified at either the December 16, 2014, June 11, 2015, or April 10, 2017 Proposers' Conference.

Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference.

This solicitation will remain open continuously at the discretion of the County. The RFSQ Proposers' Mandatory Conference may be offered annually or as needed depending on the needs of the County.

Please note that the Qualified Contractor List may be utilized by other County departments and/or special districts of the County for their solicitation needs.

This RFSQ process may take several weeks to process before a vendor is added to the Qualified

Contractors List. Therefore, it is imperative that Proposers return all Statement of Qualifications material no later than April 24, 2017.

Statement of Qualifications received after this date will be reviewed in the order they are submitted to Public Works based on the time indicated by the Public Works cashier time stamp, which may delay your firm's addition to the Qualified Contractors List.

Amendment Date : 5/19/2015 Information update 1

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