



County of Los Angeles
Chief Executive Office

COMMUNITY SERVICES CLUSTER AGENDA REVIEW MEETING

FESIA A. DAVENPORT
Chief Executive Officer

DATE: Wednesday, February 09, 2022
TIME: 3:30 p.m.

**THIS MEETING WILL BE CONDUCTED VIRTUALLY TO ENSURE THE SAFETY OF MEMBERS OF THE
PUBLIC AND EMPLOYEES AS PERMITTED UNDER STATE LAW.
TO PARTICIPATE IN THE MEETING CALL TELECONFERENCE NUMBER: (323) 776-6996 ID: 994 112 379#**
[Click here to join the meeting](#)

AGENDA

Members of the Public may address the Community Services Cluster on any agenda item by submitting a written request prior to the meeting. Two (2) minutes are allowed per person in total for each item.

1. CALL TO ORDER

2. INFORMATIONAL ITEM(S): [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:

- A.** Board Letter (Public Works):
CONSTRUCTION CONTRACT
TRANSPORTATION CORE SERVICE AREA
ADOPT, ADVERTISE, AND AWARD
EAST LOS ANGELES COMMUNITY ROADWAY IMPROVEMENT
PROJECT ID NO. RDC0016147 IN THE CITIES OF COMMERCE AND
MONTEBELLO AND THE UNINCORPORATED COMMUNITY OF
EAST LOS ANGELES
- B.** Board Letter (Public Works):
SERVICES CONTRACT
WATER RESOURCES CORE SERVICE AREA
AWARD OF SERVICES CONTRACT FOR LANDSCAPE MAINTENANCE
SERVICES FOR THE RIO HONDO AND SAN GABRIEL COASTAL BASIN
SPREADING GROUNDS AND RIO HONDO CHANNEL
- C.** Board Letter (Public Works):
CONSTRUCTION CONTRACT
PUBLIC CONTRACTING AND ASSET MANAGEMENT CORE SERVICE AREA
ADOPT, ADVERTISE, AND AWARD
ON-CALL TRAFFIC SIGNAL INDUCTIVE LOOP DETECTORS
PROJECT ID NO. OSD0000030 THROUGHOUT LOS ANGELES COUNTY
(FISCAL YEARS 2021-22 TO 2024-25)

Wednesday, 09, 2022

- D.** Board Letter (Public Works):
TRANSPORTATION CORE SERVICE AREA
COUNTY LANDSCAPE MAINTENANCE DISTRICTS LANDSCAPING AND
LIGHTING ACT DISTRICT NO. 2 DETACHMENT OF ZONE 56 (VALENCIA
COMMERCE CENTER AREA-WIDE)
- E.** Board Letter (Los Angeles County Development Authority):
APPROVE COMMUNITY DEVELOPMENT BLOCK GRANT REIMBURSABLE
CONTRACT WITH JUST US 4 YOUTH FOR VIOLENCE PREVENTION PROJECT
- F.** Board Letter (Public Works-Capital Projects):
CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
ANTELOPE VALLEY SENIOR CENTER TEMPORARY GENERATOR PROJECT
ESTABLISH AND APPROVE CAPITAL PROJECT AND BUDGET
APPROVE APPROPRIATION ADJUSTMENT
APPROVE USE OF JOB ORDER CONTRACT
CAPITAL PROJECT NO. 87825

3. PRESENTATION/DISCUSSION ITEM(S):

- A.** Board Briefing (Public Works):
BIPARTISAN INFRASTRUCTURE LAW
Speaker: Mark Pestrella
- B.** Board Briefing (Agricultural Commissioner Weights and Measures):
GENERAL OVERVIEW
Speaker: Kurt Floren

4. PUBLIC COMMENTS (2 minutes each speaker)

5. ADJOURNMENT

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	2/9/2022	
BOARD MEETING DATE	3/1/2022	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input checked="" type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	Construction Contract for the East Los Angeles Community Roadway Improvement Project	
PROGRAM	Transportation Improvement Program	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	Project must advertise before March 31, 2022, to comply with Federal funding reimbursement guidelines.	
COST & FUNDING	Total cost: \$12,900,000	Funding source: Federal Surface Transportation Block Grant (\$8.1M) and First Supervisorial District's Transportation Improvement Program Proposition C Local Return funds.
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	Board approval to procure a construction contract for the East Los Angeles Community Roadway Improvement Project in the cities of Commerce and Montebello and the unincorporated community of East Los Angeles.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Federal funds will be used to repair existing facilities along Olympic Boulevard, from Indiana Street to Goodrich Boulevard; and Whittier Boulevard, from Burger Avenue to School Avenue and from Hendricks Avenue to Via Clemente, including resurfacing of pavement and reconstruction of curb ramps, sidewalk, driveways, and curb and gutter.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how: The included improvements will support all roadway users and provide needed ADA compliance in this historically disadvantaged community.	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority #7: Sustainability The project will increase the service life of the roadway pavement and construct curb ramps to make the community more livable. Board Priority #9: Poverty Alleviation. The project will require a certain percentage of the work be performed by Disadvantaged Business Enterprises (DBEs).	
DEPARTMENTAL CONTACTS	Steve Burger, Project Management Division III, (626) 458-3100, cell (626) 476-9847 sburger@pw.lacounty.gov	



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

March 1, 2022

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:

**CONSTRUCTION CONTRACT
TRANSPORTATION CORE SERVICE AREA
ADOPT, ADVERTISE, AND AWARD
EAST LOS ANGELES COMMUNITY ROADWAY IMPROVEMENT
PROJECT ID NO. RDC0016147
IN THE CITIES OF COMMERCE AND MONTEBELLO AND
THE UNINCORPORATED COMMUNITY OF EAST LOS ANGELES
(SUPERVISORIAL DISTRICTS 1 AND 4)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to procure a construction contract for the East Los Angeles Community Roadway Improvement Project in the Cities of Commerce and Montebello and the unincorporated community of East Los Angeles.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed project is exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Approve the project and adopt the plans and specifications that are on file in Project Management Division III of Public Works for the East Los Angeles

Community Roadway Improvement Project at an estimated construction contract cost between \$6,000,000 and \$9,000,000.

3. Instruct the Executive Officer of the Board of Supervisors to advertise for bids in accordance with the Instruction Sheet for Publishing Legal Advertisement and which are to be received before 11 a.m. on April 5, 2022, in accordance with the Notice Inviting Bids.
4. Delegate authority to the Director of Public Works or his designee to determine whether the bid of the apparent responsible contractor with the lowest apparent responsive bid is, in fact, responsive and, if not responsive, to determine which apparent responsible contractor submitted the lowest responsive bid.
5. Delegate authority to the Director of Public Works or his designee to award and execute a construction contract for the East Los Angeles Community Roadway Improvement Project with the responsible contractor with the lowest responsive bid within or less than the estimated cost range of \$6,000,000 and \$9,000,000.
6. Delegate to the Director of Public Works or his designee the following authority in connection with this contract: (1) extend the date and time for the receipt of bids consistent with the requirements of State Public Contract Code, Section 4104.5; (2) allow substitution of subcontractors and relief of bidders upon demonstration of the grounds set forth in State Public Contract Code, Sections 4100 et seq. and 5100 et seq., respectively; (3) approve and execute change orders within the same monetary limits delegated to the Director of Public Works or his designee under Section 2.18.050 of the Los Angeles County Code; (4) accept the project upon its final completion; and (5) release retention money withheld consistent with the requirements of State Public Contract Code, Sections 7107 and 9203.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that the project is exempt from the California Environmental Quality Act (CEQA) and allow Public Works to resurface the pavement along Olympic Boulevard, from Indiana Street to Goodrich Boulevard; and Whittier Boulevard, from Burger Avenue to School Avenue and from Hendricks Avenue to Via Clemente (see Enclosure).

The project includes repair of existing facilities, resurfacing of pavement, and reconstruction of curb ramps, sidewalk, driveways, and curb and gutter. The project will

increase the service life of the roadway pavement, improve motorists' rideability, and reduce wear and tear on vehicles.

The work is anticipated to start in July 2022 and be completed in September 2023.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets, by supporting ongoing efforts to manage and improve public infrastructure assets.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The estimated construction contract cost to complete this project is in the range of \$6,000,000 to \$9,000,000. The total project cost is estimated to be \$12,900,000. In addition to the construction contract cost, the total project cost includes the preparation of plans and specifications, consultant services, survey, right-of-way and utility clearances, inspection, contract administration, change order contingency, and other County services.

Portions of the project are in the Cities of Commerce and Montebello. The cities will finance their respective jurisdictional shares of the project cost, estimated to be \$68,000 and \$22,000, respectively, under Service Requests.

This project will be administered under the Federal Surface Transportation Block Grant Program, formerly known as Surface Transportation Program, covered by Agreement No. 78542 with the State of California. Under this program, Federal-aid funds allocated to local agencies are used to finance a portion of the construction cost of qualifying projects. Approximately \$8,100,000 in Federal-aid funds have been allocated to this project. The remaining project cost of \$4,710,000 is funded with the First Supervisorial District's Transportation Improvement Program Proposition C Local Return funds.

Funding for this project is included in the First and Fourth Supervisorial Districts' Transportation Improvement Programs in the Proposition C Local Return Fund (CN9 - Capital Assets-Infrastructure and Services and Supplies) and Road Fund (B03 – Services and Supplies) Fiscal Year 2021-22 Budgets.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This project will be advertised in accordance with Section 20392 of the State Public Contract Code.

The contract award will comply with applicable Federal and State requirements and Board policies and mandates. The contract documents will require the contractor to comply with these same requirements, policies, and mandates. The construction contract will be in the form previously reviewed and approved as to form by County Counsel.

As required by Board Policy No. 5.140, information such as defaulted contracts with the County, complaints filed with the Contractors State License Board, labor violations, and debarment actions will be considered before a contract is awarded.

This project contains Federal funding prohibiting the application of preferences included within the Local and Targeted Worker Hire Policy. Accordingly, a Local and Targeted Worker Hire clause is not included for this project. Additionally, Title 49, Code of Federal Regulations requires an award to the lowest bidder to be eligible for Federal funding; therefore, the County Local Small Business Enterprise preference will not be applied to this project.

Documents related to award of this contract will be available at Los Angeles County Public Works, Project Management Division III, 8th Floor, 900 South Fremont Avenue, Alhambra, CA 91803

ENVIRONMENTAL DOCUMENTATION

The proposed project is exempt from CEQA. The project to resurface and reconstruct the roadway with no expansion in use is within a class of projects that have been determined not to have a significant effect on the environment and which meets the criteria set forth in Sections 15301 (c) and 15303 (e) of the State CEQA Guidelines and Class 1 (x) Subsections 2, 4, 9, 14, 19, and 22 and Class 3 (b) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code, Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

CONTRACTING PROCESS

To increase contractor awareness of Public Works' program to contract work out to the private sector, this project will be listed on both the County's "Doing Business with the County" and "Do Business with Public Works" websites for open bids:

<http://www.lacounty.gov/business/doing-business-with-the-county>

<http://pw.lacounty.gov/general/contracts/opportunities>

Also, the contract solicitation will be advertised through web-based and social media platforms, including Twitter.

In addition, in order to increase opportunities for small businesses, Public Works will be coordinating with the Office of Small Business at the Department of Consumer and Business Affairs to maximize outreach.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

When the project is completed, it will have a positive impact by increasing the service life of the roadway pavement, improving motorists' rideability, and reducing wear and tear on vehicles.

The Honorable Board of Supervisors
March 1, 2022
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CONCLUSION

Please return an adopted copy of this letter to Public Works, Project Management Division III.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

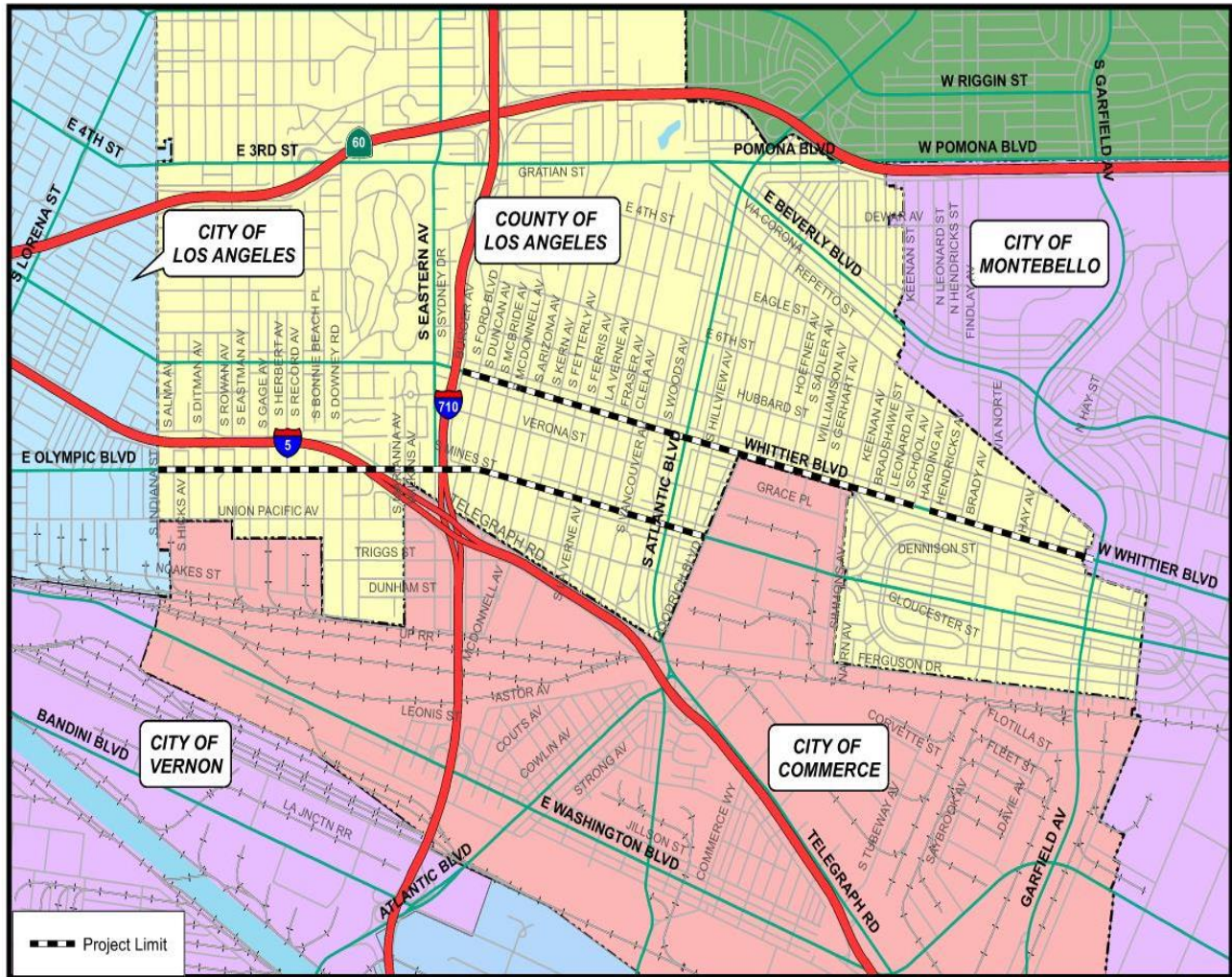
MP:SRB:ml

Enclosure

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office
Internal Services Department (Countywide Contract Compliance)

EAST LOS ANGELES COMMUNITY ROADWAY IMPROVEMENT

Location Map



Data contained in this map is produced in whole or part from the Los Angeles County Department of Public Works' digital database.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	2/9/2022	
BOARD MEETING DATE	3/1/2022	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	Award of Services Contract for Landscape Maintenance Services for the Rio Hondo and San Gabriel Coastal Basin Spreading Grounds and Rio Hondo Channel	
PROGRAM		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	The current contract is extended for a period not to exceed 120 days and has an expiration date of March 30, 2022; however, it will expire upon award and execution of this contract.	
COST & FUNDING	Total cost: \$3,949,948	Funding source: Internal Service Fund (B04) Fiscal Year 2021-22 Budget (Services and Supplies), which will be reimbursed by the Flood Control District Fund.
	TERMS (if applicable): This contract will be for a period of 1 year with three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months.	
	Explanation:	
PURPOSE OF REQUEST	Public Works is seeking Board approval to award a Proposition A services contract to J. Orozco Enterprises, Inc., dba Orozco Landscape and Tree Company, a Local Small Business Enterprise, for landscape maintenance services to maintain the Rio Hondo and San Gabriel Coastal Basin Spreading Grounds and Rio Hondo Channel.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Approval of the recommended action will award a services contract to J. Orozco Enterprises, Inc., dba Orozco Landscape and Tree Company, to provide routine landscape and grounds maintenance services to maintain selected Flood Control District sites including, but not limited to, Rio Hondo and San Gabriel Coastal Basin Spreading Grounds and Rio Hondo Channel. The work to be performed will consist of trimming and care of trees, shrubbery and vines, weed and litter control, operation and management of irrigation systems, rodent control, and other landscape maintenance related work including providing monthly maintenance reports and on call work.	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: This contract will ensure that the aforementioned sites landscape and grounds will be maintained in these communities.	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: These recommendations support Board Priority No. 7, Sustainability by maintaining the selected Flood Control District sites from overgrown trees, weed and litter control.	

DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Steve Sheridan, Assistant Deputy Director, (626) 458-4145, ssherida@pw.lacounty.gov , or Christine Quirk, Senior Civil Engineer (626) 458-4327, cquirk@pw.lacounty.gov
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MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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

IN REPLY PLEASE
REFER TO FILE:

March 1, 2022

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:

**SERVICES CONTRACT
WATER RESOURCES CORE SERVICE AREA
AWARD OF SERVICES CONTRACT FOR
LANDSCAPE MAINTENANCE SERVICES FOR THE RIO HONDO AND
SAN GABRIEL COASTAL BASIN SPREADING GROUNDS AND
RIO HONDO CHANNEL
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to award a services contract to J. Orozco Enterprises, Inc., dba Orozco Landscape and Tree Company, a Local Small Business Enterprise, for landscape maintenance services to maintain the Rio Hondo and San Gabriel Coastal Basin Spreading Grounds and Rio Hondo Channel.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Find that these services can be more economically performed by an independent contractor than by County employees.
3. Award and direct the Chair to execute the contract to J. Orozco Enterprises, Inc., dba Orozco Landscape and Tree Company, a Local Small Business Enterprise, for landscape maintenance services for the

Rio Hondo and San Gabriel coastal basin spreading grounds and Rio Hondo channel. This contract will be for a period of 1 year with three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months and a maximum potential contract sum of \$3,949,948.

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 work 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.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will award a services contract to J. Orozco Enterprises, Inc., dba Orozco Landscape and Tree Company, to provide routine landscape and grounds maintenance services to maintain selected Flood Control District sites including, but not limited to, Rio Hondo and San Gabriel Coastal Basin Spreading Grounds and Rio Hondo Channel. The work to be performed will consist of trimming and care of trees, shrubbery and vines, weed and litter control, operation and management of irrigation systems, rodent control, and other landscape maintenance-related work including providing monthly maintenance reports and on-call work.

The current contract is extended for a period not to exceed 120 days and has an expiration date of March 30, 2022; however, it will expire upon award and execution of this contract. The award of this contract will continue the current services by the recommended contractor.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets, by supporting ongoing efforts to manage and improve public infrastructure assets by contracting the contractor that has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner that will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

These amounts are based on Public Works' estimated annual utilization of the contractor's service at the prices quoted by the contractor. The terms and sums for each term of the maximum contract period are as follows:

The sum for the initial term is \$660,050

The sum for the first option term is \$736,089

The sum for the second option term is \$820,992

The sum for the third and final option term is \$915,820

The sum for the month-to-month option to extend up to 6 months is \$457,910

Any unused authorized amounts up to 25 percent from the previous contract terms will roll over into subsequent renewal terms. The maximum potential contract sum is \$3,949,948 for the maximum contract period of 54 months. The total maximum potential contract sum includes estimated disposal fee reimbursements and 10 percent of the annual contract sum for unforeseen additional work within the scope of the contract.

Funding for these services is included in the Internal Service Fund (B04) Fiscal Year 2021-22 Budget (Services and Supplies), which will be reimbursed by the Flood Control District Fund (B07). Funds to finance the contract's renewal years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor is Orozco Landscape and Tree Company, located in Pomona, California. This contract will commence upon the Board's approval for a period of 1 year. With the Board's delegated authority, Public Works may renew the contract for three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 54 months.

County Counsel has approved the recommended contract and has been executed by Orozco Landscape and Tree Company (Enclosure A). The recommended contract was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements.

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

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

The contractor has agreed to pay its full-time employees the current Living Wage Rate approved by the Board on 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 County Code, Section 2.201. In addition, the contractor understands and agrees that this contract work involves public works as defined by Section 1720 of the California Labor Code. The contractor represents and warrants that the contract is in full compliance with the applicable provisions of the Labor Code relating to payment of prevailing wages for all prevailing wage work.

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.

ENVIRONMENTAL DOCUMENTATION

These services are exempt from the provisions of the California Environmental Quality Act. The contract services to provide landscape maintenances services to maintain various sites in the Rio Hondo and San Gabriel coastal basin spreading grounds and Rio Hondo channel are within the class of projects that have been determined not to have a significant effect on the environment, which meet the criteria set forth in Section 15301 of the California Environmental Quality Act Guidelines and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G.

In addition, based on the proposed project records, this contract work will comply with all applicable regulations; and there are no cumulative impacts, unusual circumstances, and damage to scenic highways, listing on the hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

CONTRACTING PROCESS

A notice of the Request for Statement of Qualifications (RFSQ) was released in 2014, 2016, 2019, and 2021, and it is currently open continuous. A total of 15 Statement of Qualifications (SOQs) were received in response to the RFSQ. The SOQs were first reviewed to ensure they met the mandatory requirements outlined in the RFSQ. Four of the 15 SOQs received were disqualified because the statements were incomplete and nonresponsive. Eleven SOQs 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, 2 of the 11 SOQs did not receive a score equal to or above the evaluation's minimum passing score and were ineligible to be placed on the Qualified Contractors List. The remaining nine statements received a passing score and were placed on the Qualified Contractors List.

On October 12, 2021, Public Works issued an Invitation for Bids soliciting bids from the apparent responsive and responsible vendors on the Qualified Contractors List.

On November 16, 2021, three bids were received. All bids were evaluated based on the price category. Based on this evaluation, it is recommended that this contract be awarded to the highest rated, apparent responsive and responsible, and lowest cost contractor, Orozco Landscape and Tree Company, located in Pomona, California.

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 these services are presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this Board letter along with the Contractor Execute and Department Conform originals of the contract to Public Works, Business Relations and Contracts Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:JQ:ep

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office
Internal Services Department, Contracts Division

Agreement



BY AND BETWEEN

LOS ANGELES COUNTY,
PUBLIC WORKS

AND

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

FOR

LANDSCAPE MAINTENANCE SERVICES FOR THE RIO HONDO
AND SAN GABRIEL COASTAL BASIN SPREADING GROUNDS
AND RIO HONDO CHANNEL (BRC0000286)

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LANDSCAPE MAINTENANCE SERVICES FOR THE RIO HONDO AND SAN GABRIEL COASTAL BASIN SPREADING GROUNDS AND RIO HONDO CHANNEL (BRC0000286)

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EXHIBIT H	Work Locations
EXHIBIT I	Monthly Landscape Maintenance Report
EXHIBIT J	South Maintenance Area Boundary Map
EXHIBIT K	Trash Disposal, Green Waste Recycling, Mulch Use Report

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AGREEMENT FOR
LANDSCAPE MAINTENANCE SERVICES FOR THE RIO HONDO AND
SAN GABRIEL COASTAL BASIN SPREADING GROUNDS AND
RIO HONDO CHANNEL (BRC0000286)

THIS AGREEMENT, made and entered into this ____ day of _____, 2022, 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).

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 Proposal filed with the COUNTY on November 16, 2021, hereby agrees to provide services as described in this Contract for Landscape Maintenance Services for the Rio Hondo and San Gabriel Coastal Basin Spreading Grounds and Rio Hondo Channel (BRC0000286).

SECOND: This AGREEMENT, together with Exhibit A.1, 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.1, Performance Requirements Summary; Exhibit G.1, Bid Submission Instructions; Exhibit H, Work Locations; Exhibit I, Monthly Landscape Maintenance Report; Exhibit J, South Maintenance Area Boundary Map; and Exhibit K, Trash Disposal, Green Waste Recycling, Mulch Use Report; 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 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 of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Bid and attached hereto as Forms PW-2.1 through PW-2.5, an amount not to exceed the maximum potential contract sum of \$3,590,861 for the entire contract period plus up to 25 percent of any remaining amount unused from the previous Contract term(s), or such greater amount as the Board may approve (Maximum Contract Sum). The sum for the initial term is \$660,050; the sum for the first optional term is \$736,089; the sum for the second optional term is \$820,992; the sum for the third and last optional term is \$915,820; and a month-to-month extension up to 6 months at the PW-2.4 rate for \$76,318.33 monthly, not to exceed \$457,910.

FOURTH: This Contract's initial term shall be for a period of one year commencing upon the Board's approval. The COUNTY shall have the sole option to renew this Contract term for up to three additional one-year periods and six month-to-month extensions, for a maximum total Contract term of 54 months. Each such option shall be exercised at the

sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR shall bill monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates and/or unit prices quoted in Form PW-2.1 – PW-2.5, Schedule of Prices.

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

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

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

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

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

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

ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A.1 through K, inclusive, the COUNTY'S provisions shall 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 Invitation for Bids' Scope of Work resulting from the RFSQ (2014-SQPA001 - Formerly 2014-PA039), per the sole discretion of the Contract Manager, the higher 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: 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 shall 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 shall be legal and binding and shall 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 authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile, or electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN) and California Uniform Electronic Transactions Act (UETA)(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, e-mail or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

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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

ATTEST:

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

By _____
Deputy

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By Carole Suzuki
Deputy
Carole Suzuki
Type/Print Name

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

By _____
Its President
Jose J. Orozco
Type/Print Name

By _____
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

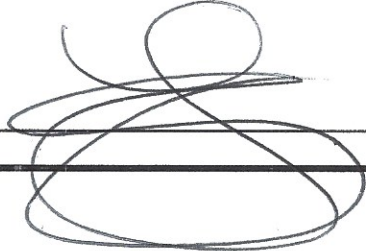
On Dec 27th, 2021 before me, Lisa Orozco, Notary Public.
(insert name and title of the officer)

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.

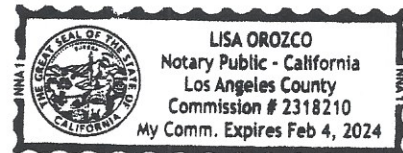
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



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)

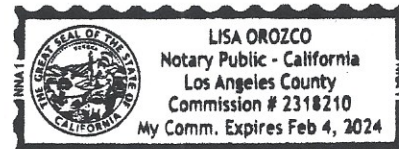
On Dec 27th, 2021 before me, Lisa Orozco; Notary Public.
(insert name and title of the officer)

personally appeared Jose T. 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 _____ (Seal)



SCOPE OF WORK

LANDSCAPE MAINTENANCE SERVICES FOR THE RIO HONDO AND SAN GABRIEL COASTAL BASIN SPREADING GROUNDS AND RIO HONDO CHANNEL (BRC0000286)

A. Public Works Contract Manager

Public Works Contract Manager (CM) will be Mr. Armond Ghazarian of Stormwater Maintenance Division (SWMD) who may be contacted at (626) 458-4114 or aghazar@pw.lacounty.gov, Monday through Thursday, 7:00 a.m. to 5:00 p.m. The CM may designate several Public Works Representatives (PWR) to request work from the Contractor. The CM and the PWR are the only persons authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the CM and/or PWRs. The Contractor will be notified in writing when there is a change in the CM and/or PWRs.

B. Work Locations

1. Rio Hondo Spreading Grounds and Rio Hondo Channel

The Rio Hondo Spreading Grounds are located at 331 Riverview Road Montebello, California 90640 (See Work Locations, Exhibit H). Work areas estimated at 59 acres. The work locations include:

- West basins RH0W through RH10W between Rio Del Sol Avenue and Foster Bridge.
- East basins RH1E through RH10E between Loch Lomond Drive and Slauson Avenue for east side basins.
- Rio Hondo Channel between Friendship Avenue and Whittier Boulevard; and, between Slauson Avenue and Southern Pacific Railroad property

Areas to be maintained include, but not limited to:

- 10-footwide sloped area around the east basins measured from the basins rim.
- 15-foot wide sloped area measured from the edge of service road around all west basins.
- All landscaped planted areas with irrigation lines and drip systems and all hardscape, including but not limited to bike trails, rest areas, and decomposed granite areas.

- 50-foot wide sloped area along west basin Nos. RH3W, RH4W, RH5W, and RH6W between the west side chain link fence and Bluff Road.
- The fence along Paramount Boulevard adjacent to east basins RH2E and RH3E.
- Back slopes of Hondo Channel on both sides

2. San Gabriel Coastal Basin Spreading Grounds

The San Gabriel Coastal Basin Spreading Grounds are located at 9618 East Whittier Boulevard, Pico Rivera, California 90660 (See Work Locations, Exhibit H). Work area is estimated at 8 acres. The work locations include basins SG1 through SG3 and Headwaters between Whittier Boulevard and Washington Boulevard.

Areas to be maintained include, but not limited to:

- Both sides of the fence on Whittier Boulevard adjacent to Headwaters.
- 10-foot wide sloped areas around the basins measured from basins rim.
- Landscaped planted areas next to the residential area on the basins western border.
- Areas with irrigation lines and drip systems.
- All hardscape, including but not limited to bike trails, rest areas, decomposed granite areas, and such similar areas.

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 Forms PW-2.1 – PW-2.5, Schedule of Prices, unless stated otherwise in the Contract.

E. Work Description

The Contractor shall provide landscaping and grounds maintenance services in accordance with this Scope of Work, Exhibit A.1. The Contractor shall not enter the bottom of the basin when water is present or store/stockpile material and/or debris on the slope and/or bottom of a basin.

Mandatory Minimum Number of Crew: The Contractor shall assign a minimum of six (6) fulltime equivalent laborers to maintain the entire project at both locations, not including supervisors.

Prior to start of any work under this Contract, the Contractor shall submit a proposed maintenance schedule to provide services under Section E of this Exhibit and obtain the written approval of the PWR. The Contractor shall not begin any work prior to obtaining written approval on the proposed maintenance schedule from PWR.

The term "litter" shall be synonymous and interchangeable with "debris" and "trash" and shall include but not be limited to paper, styrofoam, plastics, tires, furniture, waste, bottles, cans, concrete pieces, hazardous wood scrap, construction debris, urban waste, etc. **The Contractor shall legally dispose of all litter on a permanent basis at a licensed local landfill approved by PWR.**

The term "green waste" includes but is not limited to leaves, grass clippings, brush, branches, nonhazardous wood waste, and other forms of organic matter generated while providing services under this Contract. The Contractor shall separate green waste from other debris. **The Contractor shall recycle green waste at a processing facility approved by PWR.**

The Contractor shall perform inspection of the Work Locations at least on a **bi-weekly** basis and shall furnish all labor, supervision, equipment, and materials to maintain the trees, shrubs, and ground cover and provide landscape maintenance under the specified conditions as follows:

1. Tree Trimming and Care

The Contractor shall monitor the growth of both newly planted and existing trees.

- a. The Contractor shall perform tree trimming as needed, **under the direct supervision of a certified Arborist**, to meet the following criteria:
 - i. Remove all dead, fallen, weak, diseased, insect-infested, and damaged branches and limbs.

- ii. Prevent encroachment on adjacent property and to maintain the required proper vertical clearances, which are 8 feet for pedestrian areas and 13 feet for vehicular roadways.
- iii. At a minimum, Elm, Eucalyptus, and Pepper trees shall be pruned every two years, beginning with the first Contract year. All other trees shall be pruned every three years, beginning with 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. Prune trees by selecting and developing permanent scaffold branches that have a vertical spacing from 18 inches to 48 inches and radial orientation:
 - a. To prevent cross contact with each other.
 - b. To eliminate diseased or damaged growth.
 - c. To eliminate narrow V-shaped branch forks that lack strength.
 - d. To reduce toppling and wind damage by thinning out crowns.
 - e. To maintain growth within space limitations; to maintain a natural appearance.
 - f. To insure the balance of the trees crown with roots system.
- vi. Under no circumstances shall stripping of lower branches (rising) of newly planted trees be permitted. Lowering branches shall be retained in a “tipped back” pinched condition with as much foliage as possible to promote caliper trunk growth (tapered trunk). Lower branches can be cut flush with the trunk only after the tree is able to stand upright without staking or other support.
- vii. Evergreen trees shall be thinned out and shaped when necessary to prevent wind and storm damage. Primary pruning of deciduous trees shall be done during the dormant season. Damaged trees or those that constitute health or safety hazards shall be pruned at any time of the year as required or at the request of the PWR.
- viii. All limbs 1-1/2 inches or greater in diameter shall be undercut to prevent splitting.
- ix. All limbs shall be lowered to the ground using a method which prevents damage to the remaining limbs.

- x. Contractor shall, within 72 hours upon notification by the PWR, remove and dispose of all trees, which are downed by either natural or unnatural causes. Stumps shall be dug out or buried 12 inches below grade, the wood chips removed, and the hole backfilled to grade with soil. Public Works will pay the Contractor to remove and replace the affected tree in accordance with the process outlined under Sections E.10.d, E.10.e, and E.10.f, as applicable.
 - xi. Contractor shall inform the PWR of any dead or diseased trees. If the PWR determines that trees(s) died or became diseased due to Contractor negligence or carelessness (i.e. over- or under-watering, tree topping, etc.), the Contractor shall be responsible for removing and replacing the affected tree(s) at Contractor's sole expense. If the trees died or became diseased due to natural causes or causes outside of the Contractor's control, Public Works will pay the Contractor to remove and replace the affected trees(s) in accordance with the process outlined under Sections E.10.d, E.10.e, and E.10.f, as applicable.
 - xii. 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 stem stake attachments and material ties where the tree diameter is less than 3 inches.
 - ii. Install stem stake attachments with material ties in those cases where the tree has been damaged and requires staking for support.
 - iii. Check and adjust tree stem stake attachments and material ties once a month to allow trees to sway freely and either retie or remove along with the stakes where the tree diameter is more than 3 inches. Removal of tree stem stakes may be requested by the PWR for trees with a diameter less than 3 inches.
2. Shrubbery Trimming and Care
- a. Contractor shall trim shrubbery to restrict growth of shrubbery onto the adjacent roads, driveways, and walkways. To maintain safe vehicular and pedestrian visibility at street crossings, all shrubbery located between the channel access gates and cross streets shall be kept trimmed to a maximum height of 4 feet.

- b. Contractor shall trim the shrubs at the access gates a minimum of once a month to ensure they are kept between 3 ½ feet and 4 feet in height.
 - c. It is Public Works' intention for the landscape within the flood right-of-way to look natural. If pruning is necessary, the Contractor shall prune back branches individually and not shear plants.
 - d. Contractor shall notify the PWR of all dead or diseased plants. Contractor shall remove and replace all dead or diseased plants. If the PWR determines that plant(s) died or became diseased due to Contractor negligence or carelessness (i.e. over- or under-watering, etc.), the Contractor shall be responsible for removing and replacing the affected plant(s) at Contractor's sole expense. If the plant(s) died or became diseased due to natural causes or causes outside of the Contractor's control, Public Works will pay the Contractor in accordance with the process outlined under Sections E.10.d, and E.10.f of this Exhibit A.1, as applicable.
3. Ground Cover Trimming and Care
- a. Contractor shall notify the PWR of all dead or diseased ground cover branches. Contractor shall remove and dispose of all dead or diseased ground cover branches. If the PWR determines that ground cover(s) died or became diseased due to Contractor negligence or carelessness (i.e. over- or under-watering, etc.), the Contractor shall be responsible for removing and replacing the affected plant(s) at Contractor's sole expense. If the plant(s) died or became diseased due to natural causes or causes outside of the Contractor's control, Public Works will pay the Contractor in accordance with the process outlined under Sections E.10.d, and E.10.f of this Exhibit A.1, as applicable.
 - b. Contractor shall keep all ground cover 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 ornamental grass in an artisan-like manner, without scalping, and in a way to keep them from growing onto the access road/bike trail. Ornamental grass shall be trimmed once a year during the month of September.

5. Weed Control

No chemical eradication of weeds shall be allowed in this Contract.

a. Landscaped Areas

Contractor shall keep all landscape areas, including shrubbery, ground cover, rock areas, gravel areas, and ornamental areas always weed free. All perennial weeds, morning glory, vine-like weeds, ragweed, or other underground spreading weed shall be kept under strict control throughout the year. Contractor shall avoid frequent soil cultivation next to trees or shrubs that destroys shallow roots and use mulches to help preventing weed seed germination. Contractor shall annually replenish mulch within the watering ring around the trunk. Mulch shall be evenly applied to a depth of 3-4 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, gravel areas, mulch areas, and decomposed granite areas weed free. Weeds may be removed by hand or weed whipping.
- ii. Contractor shall annually replenish mulch areas. Mulch shall be evenly applied to a depth of 3-4 inches.
- iii. Any compost or mulch purchased by the Contractor shall be SB 1383 compliant. Contractor is responsible for verifying that any compost or mulch comes from an SB 1383 compliant source prior to purchasing.

c. Paved Areas

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

6. Rodent and Pest Control

All areas shall be maintained free of pests and 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 PWR.

All Contractor work involving the use of chemicals shall comply 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 PWR with a copy of the valid Pest Control Applicator's and Pest Control Advisor's licenses or a copy of these licenses from the subcontractor prior to using any and all applicable chemicals within the area(s) to be maintained. 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.

7. Litter Control

The Contractor shall furnish all labor, supervision, equipment, and materials to remove litter, nonhazardous waste materials, and accumulated debris (including animal feces) within the Work Locations, including, but not limited to, planted areas, rock areas, gravel areas, decomposed granite areas, adjoining access roads and driveways, drains, and paths on a weekly basis.

- i. The Contractor shall remove only nonhazardous materials and immediately notify the PWR of the presence of known hazardous materials. The Contractor shall **NOT** attempt to perform any type of hazardous waste removal including but not limited to, identifying, containing, cleaning, moving, disposing, etc.
- ii. The Contractor shall sweep and pick up litter along the adjoining maintenance roads and driveways, gravel areas, and all landscaped areas.
- iii. The Contractor shall pick up animal feces along the adjoining maintenance roads and driveways, landscaped areas, and gravel areas. Furthermore, the Contractor shall maintain, inspect, and replenish the dog waste stations on a weekly basis to include reporting to the PWR if the stations are vandalized or stolen and replenish the waste bags. The Contractor shall notify the PWR of the location of dumping of trash, foliage, articles of furniture, construction debris, etc., in the Work Locations, including areas along the right-of-way fence bordering the spreading grounds.

8. Irrigation System Management and Inspection

The Contractor shall be responsible for the inspection, operation, and maintenance, of the irrigation system. This includes ensuring that the automatic irrigation controllers are working properly and providing the various species of plants with the proper amount of water. All irrigation control boxes will be kept clear of vegetation. The Contractor shall furnish all labor, supervision, equipment, and materials for this work.

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, ornamental grass, and trees are a combination of permanent, below ground, water-conserving drip systems and overhead spray systems.

a. General Provisions

- i. The Contractor shall operate the irrigation system, so it does not cause excessively wetness, "waterlogged areas". Native and drought-tolerant plant material has been used throughout the area and requires 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), the Contractor shall consider the season, weather (rainfall and temperature), variation in size, and varieties of plants, along with the desired infrequent deep-watering technique. Seasonal controller rescheduling of circuits (systems) should occur at least four times during the year, usually at each change of season, and should be considered as part of the routine maintenance.
- iii. During the rainy season, the Contractor shall turn off the irrigation system at the controller at the beginning of rain or when the soil has a high enough moisture content. The Contractor shall turn on the irrigation system at the controller 48 hours after rain or when the soil's moisture content requires watering.
- iv. If necessary, Contractor shall use a moisture sensing device to determine water penetration into the soil.
- v. If an automatic irrigation system, or a portion of a system, malfunctions, Contractor shall be responsible for the manual manipulation of that system and notifying PWR. Public Works will pay the Contractor for the irrigation system repair in accordance with the process outlined under Section E.10.a of this Exhibit A.1.

b. Irrigation System Inspection and Maintenance

Contractor shall be responsible for the inspection and maintenance of the entire irrigation system and for specific repairs/replacements. 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 PWR, and include that information on the monthly maintenance report. This inspection is to be performed once a month. If problems/conditions indicate a need for increased inspection frequency, the Contractor shall notify PWR. Public Works will pay the Contractor for increased inspection frequency in accordance with the process outlined under Section E.10.g of this Exhibit A.1. Beyond regular testing, irrigation systems shall be tested/inspected as necessary when damage is suspected, observed, or reported to the Contractor by Public Works.

Contractor shall perform the following tasks as part of regular irrigation system management service:

- 1) Clean, repair or replace bubbler heads and risers, as necessary.
- 2) Clean or replace clogged or damaged drip line emitters.
- 3) Recover, and refasten displaced valve box covers. Contractor shall report any missing valve box covers to the PWR by the end of the day and include that information on the required monthly maintenance report.
- 4) Inspect the bubbler heads twice a month to verify plants are being watered. Repair or replace damaged bubbler heads/risers and clean or replace clogged bubbler heads and risers as necessary.
- 5) Immediately repair or replace all broken drip lines or emitters that are causing a loss of water creating ponding or erosion.
- 6) 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 PWR within one day of the discovery and be included on the required monthly maintenance report. The drip system filters are located within vaults located at the bottom of the back slope.
- 7) 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 PWR within one week of the discovery and be included on the required monthly maintenance report.
- 8) Maintain and check the function of the drip system as follows:

- a. Flush all drip circuits once every two months for a minimum duration of one minute.
- b. Remove and clean all surfaces of the drip filter with a high-pressure water spray once every two months.
- c. Check for leaks in each drip valve system once every two months while circuit is under pressure.
- d. Inspect slopes for erosion during each maintenance activity. All erosion with six (6) inches or deeper rills shall be covered and compacted within 24 hours. Soil deposition at the base of the slope shall be used to fill the rills and holes where the erosion occurred. The Contractor shall report excessive erosion as an attachment to Monthly Landscape Maintenance Report form, Exhibit I.

Contractor shall notify PWR of the location and nature of any irrigation system repair work required. Public Works will pay the Contractor in accordance with the process outlined under Section E.10.b of this Exhibit A.1.

9. Monthly Landscape Maintenance Reports

Contractor shall maintain and keep current a monthly maintenance report that records when all periodic, seasonal, additional work and maintenance functions performed by the Contractor's personnel were completed. The report shall also include:

- Locations where erosion on the channel back slope greater than six (6) inches deep have been discovered.
- Locations where disease or insect infestation has been discovered.
- Locations where trees, shrubs, ground cover or other plants are missing or dead or should be removed.
- Any dead trees or plant materials replaced.
- Any irrigation systems that must be operated manually.
- Any problems with the irrigation system, such as malfunctions, needed maintenance, or repairs/replacements.

The PWR will provide the Monthly Landscape Maintenance Report form, Exhibit I. Contractor shall submit the maintenance report to the PWR at the end of each

month or upon request, within three working days.

10. On-Call Services Items

For Items (a) through (g) below, except Item (c):

- Upon request by the PWR, the Contractor shall provide a written quotation for any additional work location and facilities at the applicable rates noted in Forms PW-2.1 – 2.4, Schedule of Prices.
- Contractor shall not begin work prior to PWR's approval of the written quotation.
- County will not pay for preparation or travel time to and from jobsite.
- County will only pay the actual time spent performing the work.
- Contractor shall attach and submit applicable receipts along with the invoice to PWR. The Contractor will be reimbursed per the procedure described under Section S of this Exhibit A.1.
- Contractor shall not receive a mark-up for purchases made to complete the service requested. The Contractor will be reimbursed per the procedure described under Section S of this Exhibit A.1.

The Contractor shall, at the direction or approval of the PWR, furnish all labor, supervision, equipment, and materials to accomplish the following On-Call Service Items:

a. Manual Operation of Irrigation System

Contractor shall report all systems which require manual operation to the PWR at the end of week of discovery and on the monthly maintenance report and submit a schedule and cost estimate based on the rate listed under Item 2.a of Forms PW-2.1 – 2.4, Schedule of Prices.

b. Irrigation System Repairs and Replacement

The Contractor shall submit a proposal to make additional repairs and/or replacements to the irrigation system beyond items described in this Exhibit A.1, including but not limited to, automatic controllers, backflow devices, gate valves, flow sensors, pressure regulators, wye strainers, filters, quick couplers, etc. Public Works will pay the Contractor based on the rate listed under Item 2.b of Forms PW-2.1 – 2.4, Schedule of Prices.

c. After-Hours Emergency Water Shut-Off

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 rate listed under Item 2.c of Forms PW-2.1 – 2.4, Schedule of Prices.

d. Vegetation, Trash, Debris, Brush, Ground Cover, Shrubs and Minor Tree Trimming/Removal

Services under this item include but are not limited to removal of vegetation, trash, debris, brush, ground cover, shrubs, minor tree trimming or removal (trees that are less than 8 feet in height and less than 4 inches in diameter at breast height), and invasive vegetation, on an on-call basis at various flood facilities listed under Section B, Work Locations, of this Exhibit A.1. Upon the request from PWR, the Contractor shall provide a proposal to perform the requested work. The Contractor shall not begin work prior to obtaining PWR's approval of the proposal. Public Works will pay the Contractor based on the rate listed under Item 2.d of the Forms PW-2.1 – 2.4, Schedule of Prices.

The Contractor shall have the ability to transport all debris derived from the on-call services to a Public Works approved disposal site. All green waste derived from on-call services must be taken to an appropriate recycling facility approved by the PWR.

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

Contractor shall provide a proposal to perform major tree trimming and/or tree, stump and root removal at Work Locations listed under Section B above and shown on Work Locations, Exhibit H; and, at the Flood Control District facilities within the South Maintenance Area boundary (see Exhibit J). The Contractor shall not begin work prior to obtaining PWR's approval of the proposal. 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 rate listed in under Item 2.e, of the Forms PW-2.1 – 2.4, Schedule of Prices.

The Contractor shall use a Certified Arborist to directly oversee any major tree trimming, tree removal and stump and root removal and Certified Tree Workers to perform any major tree trimming and tree removal.

f. Replant Tree, Shrubs, Ground Cover, Plants, etc.

Contractor shall submit a written proposal when replacing plants, the Contractor must properly document the location and the type of each plant. The Contractor shall provide plant photos with plant names to the PWR for review and approval prior to planting. Planting shall be scheduled to minimize the effects of migratory birds feeding on newly planted vegetation. Public Works may, at its discretion, have the Contractor purchase replacement trees, shrubs, plants, or ground cover. 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 Contractor's labor for work described in this paragraph shall then be reimbursed at the rate listed under Item 2.f of the Forms PW-2.1 – 2.4, Schedule of Prices.

g. Additional Irrigation System Inspection

Contractor shall provide a written estimate and schedule to provide additional inspection services of any irrigation system. Public Works will pay the Contractor based on the rate listed under Item 2.g of the Forms PW-2.1 – 2.4, Schedule of Prices.

F. Hours and Days of Service

Hours of services shall be primarily performed within the 7 a.m. to 4 p.m. time period, Monday through Friday, each week, except 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 PWR.

The Contractor shall provide telephone answering service within the County from 8 a.m. to 5 p.m., Monday through Friday, except on County observed holidays, to receive instructions, information, complaints, etc., from Public Works. Contractor shall also provide a 24-hour, 7 days a week, emergency phone number to receive emergency reports from Public Works. The Contractor shall also maintain monthly meetings and weekly field meetings with the CM and PWR.

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
Independence Day	Christmas Day

G. Utilities

The County will provide electric and water services to operate the irrigation system. No other utilities will be provided.

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 landscaping services shall be removed from Public Works property by the Contractor and properly disposed. The Contractor shall dispose of all debris from these services in a legally established area appropriate for type of debris being disposed and in compliance with all applicable Federal, State, and local legal requirements. Public Works will pay the Contractor for dump fees and the Contractor shall be responsible for all work and transportation required to remove and dispose of debris. The Contractor shall submit dump tickets with invoices each month, **whereupon Public Works will reimburse the Contractor for the cost of the dump fee.** Materials earmarked to a landfill shall be delivered to an approved dumpsite. All green waste materials shall be diverted from landfills to cogeneration or green waste recycling facilities; the information shall be logged onto the Trash Disposal, Green Waste Recycling, Mulch Use Report (Exhibit K); and, the report shall be submitted to the PWR monthly. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System.

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

J. AB 939 County Diversion Requirements

The California Integrated Waste Management Act of 1989 (AB 939) requires 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 green waste materials for the County shall be required to divert all green 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. The Contractor shall be required to seek recycling alternatives for organic, biodegradable landscape waste materials resulting from the work under this Contract. Acceptable recycling alternatives would include the utilization of these materials as feedstock for composting, mulching, soil amendments, and wood chip products.

Contractor shall be required to arrange for the chipping and transport of all green waste materials to their selected processor. Its costs shall be included in the rates provided in the Forms PW-2.1 – 2.4, Schedule of Prices. Materials earmarked to a landfill shall be delivered to an approved dumpsite. Green waste materials diverted from landfills to cogeneration facilities shall be registered on a log to be submitted monthly to the PWR. The 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. The proof of delivery of the material and weight tickets (from an approved public or private scale) shall be required.

K. SB 1383 Green Waste Recycling and Procurement of SB 1383 Compliant Compost and Mulch

As of January 1, 2020, the use of green waste as alternative daily cover does not constitute diversion through recycling and will be considered disposal for purposes of measuring a jurisdiction's 50% per capita disposal rate. Also, as of January 1, 2022 all organic waste including green waste must be diverted from landfills and recycled per Senate Bill (SB) 1383.

The Contractor shall not dispose of green waste material(s) in a landfill. The Contractor shall identify means for proper management, through composting, recycling, or reuse, of green waste materials, such as vegetative cuttings, shrubs, brushes, grasses, tree trimmings, and pruning.

All such materials collected must be managed on-site or taken to an approved organic processing facility. If the composting or organic processing facility is off-site, then the Contractor shall provide the County with contact and location information for the facility. If the composting or organic processing facility is on-site at the generating facility, the Contractor shall train facility staff in managing the green waste and facility implementation to compost the acceptable materials.

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

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

L. Contractor's Equipment

The Contractor shall furnish and maintain all equipment in good and safe condition for the proper execution and inspection of the work. Such equipment and facilities shall meet all requirements of applicable ordinances and laws. The PWR may reject any vehicle or piece of equipment not meeting these requirements and order it removed from the jobsite. The Contractor shall promptly remove any vehicle or equipment that is rejected by the PWR from the jobsite and replace it that same day.

The Contractor shall use battery-electric operated hand tools chain saws, blower, weed wackers, etc., to provide the services under this Scope of Work. The use of gas-powered hand tools to provide the services under this Scope of Work is prohibited.

The Contractor shall keep pruning and cutting tools sharpened to a condition that will leave a smooth final cut of the cambium edge. The Contractor shall keep such tools clean and free from infectious materials.

All the Contractor's equipment utilized on this Contract shall comply with Cal/OSHA requirements, if any.

Any aerial equipment utilized by the Contractor shall comply with Cal/OSHA and Federal ANSI-a. 982.2-1979 standards for vehicles mounted with elevating and rotating aerial devices and shall include dielectric certification for a 100 KV test. The Contractor's aerial tower certificates shall be valid and active, and be available on each vehicle always for review by PWR.

Any heavy equipment utilized by the Contractor for this Contract shall comply with the American Association of State Highway Transportation Officials (AASHTO) H-20 Loading weight requirement.

M. 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. Contractor shall inspect and identify, any condition(s) that renders any portion of the premises/jobsite unsafe. Contractor shall notify the PWR 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 CM 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 landscape maintenance operation.

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 PWR; 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 crews or Contractor staff, and direct emergency services to the injured person, if practical; 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 PWR within two business days or the first day of the next business week. PWR will provide the report form.
- d. Contractor shall submit a project safety plan to PWR and provide training to employees on the above provisions.
- e. Contractor shall provide traffic control, including obtaining any required permits that conform to the most recent version of the California Department of Transportation Manual of Traffic controls for Maintenance Work Zones

wherever work operations encroach upon public streets or highways, bikeways, pedestrian paths, and/or employees of the Contractor who are exposed to traffic hazards. Contractor shall ensure that all traffic control configurations, devices, equipment, and setup comply with the California Department of Transportation Manual of Traffic Controls for Construction and Maintenance Work Zones.

5. All pesticide application shall be under the direct supervision of a Pest Control Advisor licensed by the State of California. Upon request by the PWR, the Contractor shall supply Material Safety Data Sheets of the chemicals used in this Contract.
6. It is Contractor's responsibility to close the bicycle trails of the channel access road (Rio Hondo Channel) when warranted for the Contractor's landscape maintenance operations. It is the Contractor's responsibility to block the access road/trail and place signs both upstream and downstream of the Project Locations. The upstream and downstream closure points shall be adjacent to trail entrance gates to allow the public to exit the trail. The trail closure shall conform to Public Works standards, as follows:
 - a. The trail closure signs shall state the date of closure and the date the trail will be reopened.
 - b. The signs shall also state the limits of the closure (where the bicyclist can re-enter the trail).
 - c. The signs shall use 3-inch lettering.
 - d. The trail closure signs shall be placed on the trail two weeks prior to the trail closure.
 - e. Public Works Bicycle Trail Coordinator shall be notified 48 hours prior to the closure of the bicycle trail.
 - f. All questions regarding the bicycle trail closure shall be directed to the Public Works Bicycle Trail Coordinator at (626) 458-3960.

N. 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.).

O. Maps

Maps of the Rio Hondo and San Gabriel Coastal Basin Spreading Grounds and Rio Hondo Channel are included as Work Locations, Exhibit H.

P. Additional Responsibilities of the Contractor

The Contractor shall:

(Please note: Subcontractors are not allowed for these services except for the use of services of an Arborist and/or Horticulturist; Pest Control Advisor; Qualified Applicator; and/or Tree Service Contractor holding a valid and active C-61 (D-49) License.)

1. Ensure to remain on the Qualified Contractor List resulting from the RFSQ for Landscape and Grounds Maintenance Services (2014 SQPA001 - Formerly 2014

PA039).

2. Ensure to maintain three years of experience providing landscape maintenance services.

This requirement must be held by the Contractor and Subcontracting is not allowed.

3. Ensure its on-site supervisor has at least three years of experience in supervising landscaping services. Contractor's change in on-site supervisors shall be reported to the PWR. Contractor shall submit the proposed on-site replacement supervisor resume to the PWR prior to reassignment of personnel.

This requirement must be held by the Contractor and Subcontracting is not allowed.

4. Ensure to maintain a valid and active State Contractor's Class C-27, Landscaping Contractor License.

This requirement must be held by the Contractor and Subcontracting is not allowed.

5. Maintain and/or ensure any subcontractor(s) holds a copy of a valid and active arborist and/or horticulturist certification.
6. Maintain and/or ensure any subcontractor(s) hold copy of a valid and active State of California Department of Pesticide Regulation Pest Control Business license.
7. Maintain and/or ensure any subcontractor(s) hold a copy of a valid and active State of California Qualified Applicator license.
8. Maintain and/or ensure any subcontractor(s) submit a valid and active Waste Collector Permit issued by the Los Angeles County Department of Public Health (DPH) and present it to PWR for verification before start of work.
9. Maintain and/or ensure any subcontractor(s) hold a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.
10. Maintain and/or ensure any subcontractor(s) use battery-electric operated hand tools to provide the services under this Scope of Work. **The use of gas-powered hand tools to provide the services under this Scope of Work is prohibited.**
11. Identify one representative with minimum of three years of experience performing

the duties of Project Safety Official as identified under Section T of Scope of Work for the entire Contract terms.

12. Identify one representative with minimum of three years of experience providing Water Pollution Control per Section U of Scope of Work for the entire Contract terms.
13. Furnish all supervision, labor, material, tools, equipment, transportation, and other items needed to perform landscape services as outlined herein.
14. Upon PWR's request, provide a proposal to perform any work described under Section E.10 and R of this Exhibit. The Contractor shall not begin any work prior to PWR's approval of the proposal and issuance of written notice to proceed (NTP).
15. Provide enough landscape personnel with the skills, training, and experience necessary to perform the various landscape activities in a professional manner. The Contractor shall ensure all personnel working on the irrigation system are fully trained in all phases of landscape irrigation systems (including drip systems) and can readily identify and isolate problems. Whenever applicable, the Contractor shall use a certified arborist, a certified horticulturist, certified Pest Control Applicators, and Pest Control Adviser, approved by Public Works for providing directions during maintenance (e.g., for tree trimming, shrubbery pruning, slope cutting, fertilizing, disease, and pest recommendations).
16. Ensure that all equipment used is adjusted properly and adequately sharp. The Contractor shall not use climbing spurs.
17. 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.
18. **Remove all green waste and litter and then properly recycle and/or dispose of them off-site at the end of each day's work.** Also, all roadways, driveways, and sidewalks adjacent to each landscape operation shall be cleaned immediately following each landscape operation.
19. Provide a plan on how to prevent contamination of green waste by segregating trash and debris and obtain PWR approval.
20. Recycle green waste at a processing facility approved by PWR.
21. Submit all green waste recycling weight tickets/receipts from the processing facility as part of the monthly invoice package using Exhibit K.
22. Use mulch compliant with SB 1383 and as described under Section K of this Exhibit.

The amount of mulch used shall be included on the Exhibit K.

23. Only use battery-electric hand tools such as chain saws, blowers, weed wackers, etc. to perform the work. **Use of gas-powered hand tools to provide the services under this scope of work is prohibited.**
24. Not work, store, or stockpile materials in the spreading basins.
25. Inspect all landscaped areas for disease and insect infestation that could cause damage to the plant materials during each landscape maintenance activity. The Contractor shall notify the PWR by the end of the week of any disease or insect infestation detected by the Contractor. The infestations shall also be reported as an attachment to the Monthly Landscape Maintenance Report form, Exhibit I. The cost for this inspection shall be included in the price for each item listed in Forms PW-2.1 – 2.4, Schedule of Prices.
26. Submit a proposed maintenance schedule to provide services under Section E.1 through E.8 of this Exhibit prior to the start of the Contract. Contractor shall not begin work to provide these services prior to written approval from PWR. The Contractor shall maintain and keep current a Monthly Landscape Maintenance Report as described under Section E.9.
27. Submit the Monthly Landscape Maintenance Report form, Exhibit I, monthly or within three working days of request by CM of PWR. The Contractor shall sign and have the PWR counter sign the Monthly Landscape Maintenance Report form, Exhibit I. The Contractor shall submit the Monthly Landscape Maintenance Report form, Exhibit I, and receipts of any purchased supplies with the monthly invoice to receive payment.
28. Once notified of deficiencies in the work by the PWR, the Contractor must correct the deficiency to the satisfaction of the PWR within 72 hours.
29. Comply with Migratory Bird Treaty Act and all other State and Local laws when performing their duties under this Contract.
30. The PWR may determine the weekly percentage of acres not completed for each item listed in the Monthly Landscape Maintenance Report form, Exhibit I. In case of untimely, inadequate or nonperformance of required work, payment for all uncompleted weekly percentages may be withheld at the end of the month. Failure to complete work in a timely manner may result in termination or suspension of work.
31. **Submit complete invoice packages. Any invoice package, deemed incomplete by PWR or CM, may be rejected and the Contractor shall be required to resubmit a complete invoice package, which shall include an invoice with new**

date.

32. Hold and maintain licenses and compliance agreement certificates for the transportation and processing of green waste and other plant material within or outside plant pest and pathogen quarantine areas.
33. Ensure employees always wear uniforms on the job at all times.
34. Ensure onsite supervisors speak, read, write, and understand English.
35. Shall be familiar with the requirements specified in the California Friendly, A Maintenance Guide for Landscapers, Gardeners, and Land Managers.
36. Consult and receive written permission from the PWR prior to performing any chemical application for pest control.
37. Glyphosate-based products cannot be used.
38. **Determine the appropriate license required to trim the trees as part of this Contract. Any tree trimming work which requires a C-61 (D-49) Limited Specialty Class, Tree Trimming Contractor's License, shall be performed by the Contractor or its Subcontractor(s), if any, holding a valid and active C-61 (D-49) License.**

Q. Responsibilities of Public Works

Public Works will be responsible for the following:

1. Perform periodic inspections of the work location(s) as determined necessary by Public Works or requested by the PWR. The CM or PWR may accompany the Contractor's crews conducting work and serve as an observer and quality control person at the jobsite.
2. Review and process all inspection/maintenance report results for completeness and accuracy of reporting. If any work required in this Contract is not performed to the satisfaction of the PWR, the PWR may direct the Contractor to complete the work and/or withhold approval of payment for submitted invoices and seek remedies.
3. Provide maps, irrigation, and landscape drawings.
 - a. Work Locations, Exhibit H, consists of drawings showing the locations where landscape maintenance services are to be performed.
 - b. Detailed landscaping and irrigation drawings are available per request by the

Contractor. It should be noted that landscaping plans may have been modified subsequent to the original installation, and thus the drawings should be verified in the field.

R. Additional Work/Locations

1. 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 as provided in this section and Section S. No additional work shall commence without written authorization from the PWR. However, when a condition threatens imminent injury to the public or damage to property, the Contractor may submit a preliminary estimate and obtain the PWR's or CM's approval via email. Within 24 hours after receiving email approval, the Contractor shall submit a written estimate to the PWR for approval.
2. Additional work/location(s) may be added during the Contract period. Upon request by the CM or PWR, the Contractor shall provide a written quotation for any additional work/location(s), based on the rates quoted in Forms PW-2.1 – PW-2.4, Schedule of Prices, using the location(s) that most closely correspond to, or are adjacent to the additional work/location(s). The Contractor shall be paid for additional work/locations at the rates on PW-2.1 – PW-2.4, Schedule of Prices. Upon CMs or PWR's negotiation and acceptance of the Contractor's written quotation, and subject to approval of the PWR, the additional work/location(s) may be added to the Contract.
3. All additional work provided herein shall commence on the specified date established. The Contractor shall proceed diligently to complete said work within the time allotted.

S. Pass-Through

County recognizes that during the term of this Contract, there may be costs for parts, materials or equipment that is not identified elsewhere in this Contract. Such costs may be eligible for compensation as pass-through costs. In order to be eligible for pass-through costs, the Contractor shall present a quotation for the cost of the parts, materials and/or equipment, without mark-up, to the PWR for consideration within 5 working days from the time of discovering the need for additional parts, materials and/or equipment. The Contractor shall obtain PWR'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. No mark-up of parts, materials, or equipment under this Section is allowed.

T. 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 always be available 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.

U. Water Pollution Control

1. National Pollutant Discharge Elimination System

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

Best Management Practices (BMPs) shall be defined as any program, technology, process, citing criteria, operating method, measure, or device which controls, prevents, removes, or reduces water pollution. The Contractor shall obtain and refer to the California Storm Water BMPs Handbooks, 2010 Construction BMP Handbook. This Publication is available from:

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

Or can also be found:

<http://intranet2.dpw.co.la.ca.us/CONS/EnvCompliance/Documents/BMPManual.pdf>

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

V. 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.

W. 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 CM.
 - 4. In addition to the above, Public Works may use Exhibit F.1, 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.1), the higher service level in the judgment of Public Works shall prevail.

SCHEDULE OF PRICES
FORLANDSCAPE MAINTENANCE SERVICES FOR RIO HONDO AND SAN GABRIEL COASTAL SPREADING GROUNDS AND
RIO HONDO CHANNEL (BRC0000286)

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.

NOTES:

Dump Fees: Public Works will reimburse all dumping fees upon request and verification of the paid fees, no mark-up will be allowed. Public Works will not pay for labor and transportation of debris to the dumpsite.

Fertilizer and Mulch: If fertilizer or mulch is needed during the regular maintenance of the sites, it is the responsibility of the Contractor to provide them; however, if fertilizer or mulch is required during the On-Call work, Public Works will pay for them. Public Works will reimburse the Contractor for the price of fertilizer or mulch, upon request and verification of the paid fees, no mark-up will be allowed. Public Works will not pay for labor and transportation of fertilizer and mulch to the sites.

Chemical Weed Control: The Contractor shall not use chemical weed control at this time and be mindful of this when providing prices for all items below.

On-Call Service Items: If on-call services are required after normal working hours (referenced in Section E of the Scope of Work, Exhibit A.1), a 4-hour minimum will apply to Items 10.a through 10.g.

ITEM	TASK	(a) Total Area (Acres)	(b) Monthly Price Per Acre	(c) No. of Months	Annual Proposed Price (a x b x c)
1	Rio Hondo Coastal Basin Spreading Grounds and Rio Hondo Channel (Items include all work described in Sections E.1 - E.9 in Scope of Work, Exhibit A.1)	59	\$ 575.00	12	\$ 407,100.00
	San Gabriel Coastal Basin Spreading Grounds (Items include all work described in Sections E.1 - E.9 in Scope of Work, Exhibit A.1)	8	\$ 600.00	12	\$ 57,600.00
	Annual Proposed Price for Item 1				\$ \$464,700.00

ITEM	On-Call Service Items (Only to be performed with Public Works' prior approval)	Units	(a) Price Per Person Per Unit ⁽¹⁾	(b) Estimated No. of Units	Annual Proposed Price (a x b)
2.a	Manual operation of irrigation system (Item E.10.a of Exhibit A.1)	Hourly	\$35.00	120	\$4,200.00
2.b	Irrigation system repairs and replacement (Item E.10.b of Exhibit A.1)	Hourly	\$ 32.00	300	\$9,600.00
2.c	After-hour emergency water shut-off (Item E.10.c of Exhibit A.1)	Each	\$ 50.00	50	\$2,500.00
2.d	Vegetation, trash, debris, brush, ground cover, minor tree trimming/removal (Item E.10.d of Exhibit A.1)	Hourly	\$ 32.00	300	\$9,600.00
2.e	Major tree-trimming; tree, stump and root removal (Item E.10.e of Exhibit A.1)	Hourly	\$ 80.00	300	\$24,000.00

ITEM	On-Call Service Items (Only to be performed with Public Works' prior approval)	Units	(a)	(b)	Annual Proposed Price (a x b)
			Price Per Person Per Unit ⁽¹⁾	Estimated No. of Units	
2.f	Replant trees, shrubs, ground cover, plants, etc. (Item E.10.f of Exhibit A.1)	Hourly	\$ 32.00	300	\$9,600.00
2.g	Additional irrigation system inspection (Item E.10.g of Exhibit A.1)	Hourly	\$ 32.00	120	\$3,840.00
Annual Proposed Price for Items 2.a through 2.g					\$ 63,340.00
(1) - Contractor must submit a single hourly rate, regardless of the number of crew members and their classifications required to perform the requested work. The Contractor will be paid based on the quoted hourly rate, times number of crew members, times number of hours.					
Total Annual Proposed Price for Items 1, 2.a through 2.g					\$ 528,040.00

LEGAL NAME OF BIDDER: J. Orozco Enterprises Inc, DBA Orozco Landscape and Tree Company		DATE: 11-12-2021	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID 			
TITLE OF AUTHORIZED PERSON: Operations Manager		E-MAIL: Carlos@Orozcolandscape.com	
Phone:	Office: 909-623-8287 Mobile: 909-623-8287	CONTRACTOR'S STATE LICENSE NUMBER: 780564	LICENSE TYPE: C27 C61/D49
BIDDER'S ADDRESS: 1419 S. East End Ave, Pomona, CA 91766			

SCHEDULE OF PRICES
FORLANDSCAPE MAINTENANCE SERVICES FOR RIO HONDO AND SAN GABRIEL COASTAL SPREADING GROUNDS
AND RIO HONDO CHANNEL (BRC0000286)

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.

NOTES:

Dump Fees: Public Works will reimburse all dumping fees upon request and verification of the paid fees, no mark-up will be allowed. Public Works will not pay for labor and transportation of debris to the dumpsite.

Fertilizer and Mulch: If fertilizer or mulch is needed during the regular maintenance of the sites, it is the responsibility of the Contractor to provide them; however, if fertilizer or mulch is required during the On-Call work, Public Works will pay for them. Public Works will reimburse the Contractor for the price of fertilizer or mulch, upon request and verification of the paid fees, no mark-up will be allowed. Public Works will not pay for labor and transportation of fertilizer and mulch to the sites.

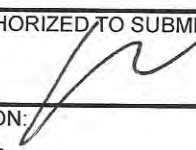
Chemical Weed Control: The Contractor shall not use chemical weed control at this time and be mindful of this when providing prices for all items below.

On-Call Service Items: If on-call services are required after normal working hours (referenced in Section E of the Scope of Work, Exhibit A.1), a 4-hour minimum will apply to Items 10.a through 10.g.

ITEM	TASK	(a)	(b)	(c)	Annual Proposed Price (a x b x c)
		Total Area (Acres)	Monthly Price Per Acre	No. of Months	
1	Rio Hondo Coastal Basin Spreading Grounds and Rio Hondo Channel (Items include all work described in Sections E.1 - E.9 in Scope of Work, Exhibit A.1)	59	\$ 644.00	12	\$ 455,952.00
	San Gabriel Coastal Basin Spreading Grounds (Items include all work described in Sections E.1 - E.9 in Scope of Work, Exhibit A.1)	8	\$ 672.00	12	\$ 64,512.00
	Annual Proposed Price for Item 1				\$ 520,464.00

ITEM	On-Call Service Items (Only to be performed with Public Works' prior approval)	Units	(a)	(b)	Annual Proposed Price (a x b)
			Price Per Person Per Unit ⁽¹⁾	Estimated No. of Units	
2.a	Manual operation of irrigation system (Item E.10.a of Exhibit A.1)	Hourly	\$ 37.80	120	\$4,536.00
2.b	Irrigation system repairs and replacement (Item E.10.b of Exhibit A.1)	Hourly	\$ 34.56	300	\$10,368.00
2.c	After-hour emergency water shut-off (Item E.10.c of Exhibit A.1)	Each	\$ 54.00	50	\$2,700.00
2.d	Vegetation, trash, debris, brush, ground cover, minor tree trimming/removal (Item E.10.d of Exhibit A.1)	Hourly	\$ 34.56	300	\$10,368.00
2.e	Major tree-trimming; tree, stump and root removal (Item E.10.e of Exhibit A.1)	Hourly	\$ 86.40	300	\$25,920.00

			(a)	(b)	
ITEM	On-Call Service Items (Only to be performed with Public Works' prior approval)	Units	Price Per Person Per Unit ⁽¹⁾	Estimated No. of Units	Annual Proposed Price (a x b)
2.f	Replant trees, shrubs, ground cover, plants, etc. (Item E.10.f of Exhibit A.1)	Hourly	\$ 34.56	300	\$10,368.00
2.g	Additional irrigation system inspection (Item E.10.g of Exhibit A.1)	Hourly	\$ 34.56	120	\$4,147.20
Annual Proposed Price for Items 2.a through 2.g					\$ 68,407.20
(1) - Contractor must submit a single hourly rate, regardless of the number of crew members and their classifications required to perform the requested work. The Contractor will be paid based on the quoted hourly rate, times number of crew members, times number of hours.					
Total Annual Proposed Price for Items 1, 2.a through 2.g					\$ 588,871.20

LEGAL NAME OF BIDDER: J. Orozco Enterprises Inc, DBA Orozco Landscape and Tree Company		DATE: 11-12-2021	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID 			
TITLE OF AUTHORIZED PERSON: Operations Manager		E-MAIL: Carlos@Orozcolandscape.com	
Phone:	Office: 909-623-8287 Mobile: 909-623-8287	CONTRACTOR'S STATE LICENSE NUMBER: 780564	LICENSE TYPE: C27 C61/D49
BIDDER'S ADDRESS: 1419 S. East End Ave, Pomona, CA 91766			

SCHEDULE OF PRICES
FORLANDSCAPE MAINTENANCE SERVICES FOR RIO HONDO AND SAN GABRIEL COASTAL SPREADING GROUNDS
AND RIO HONDO CHANNEL (BRC0000286)

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.

NOTES:

Dump Fees: Public Works will reimburse all dumping fees upon request and verification of the paid fees, no mark-up will be allowed. Public Works will not pay for labor and transportation of debris to the dumpsite.

Fertilizer and Mulch: If fertilizer or mulch is needed during the regular maintenance of the sites, it is the responsibility of the Contractor to provide them; however, if fertilizer or mulch is required during the On-Call work, Public Works will pay for them. Public Works will reimburse the Contractor for the price of fertilizer or mulch, upon request and verification of the paid fees, no mark-up will be allowed. Public Works will not pay for labor and transportation of fertilizer and mulch to the sites.

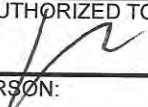
Chemical Weed Control: The Contractor shall not use chemical weed control at this time and be mindful of this when providing prices for all items below.

On-Call Service Items: If on-call services are required after normal working hours (referenced in Section E of the Scope of Work, Exhibit A.1), a 4-hour minimum will apply to Items 10.a through 10.g.

ITEM	TASK	(a)	(b)	(c)	Annual Proposed Price (a x b x c)
		Total Area (Acres)	Monthly Price Per Acre	No. of Months	
1	Rio Hondo Coastal Basin Spreading Grounds and Rio Hondo Channel (Items include all work described in Sections E.1 - E.9 in Scope of Work, Exhibit A.1)	59	\$ 721.28	12	\$ 510,666.24
	San Gabriel Coastal Basin Spreading Grounds (Items include all work described in Sections E.1 - E.9 in Scope of Work, Exhibit A.1)	8	\$ 752.64	12	\$ 72,253.44
	Annual Proposed Price for Item 1				\$ 582,919.68

ITEM	On-Call Service Items (Only to be performed with Public Works' prior approval)	Units	(a)	(b)	Annual Proposed Price (a x b)
			Price Per Person Per Unit ⁽¹⁾	Estimated No. of Units	
2.a	Manual operation of irrigation system (Item E.10.a of Exhibit A.1)	Hourly	\$ 40.82	120	\$4,898.40
2.b	Irrigation system repairs and replacement (Item E.10.b of Exhibit A.1)	Hourly	\$ 37.32	300	\$11,196.00
2.c	After-hour emergency water shut-off (Item E.10.c of Exhibit A.1)	Each	\$ 58.32	50	\$2,916.00
2.d	Vegetation, trash, debris, brush, ground cover, minor tree trimming/removal (Item E.10.d of Exhibit A.1)	Hourly	\$ 37.32	300	\$11,196.00
2.e	Major tree-trimming; tree, stump and root removal (Item E.10.e of Exhibit A.1)	Hourly	\$ 93.31	300	\$27,993.00

ITEM	On-Call Service Items (Only to be performed with Public Works' prior approval)	Units	(a)	(b)	Annual Proposed Price (a x b)
			Price Per Person Per Unit ⁽¹⁾	Estimated No. of Units	
2.f	Replant trees, shrubs, ground cover, plants, etc. (Item E.10.f of Exhibit A.1)	Hourly	\$ 37.32	300	\$11,196.00
2.g	Additional irrigation system inspection (Item E.10.g of Exhibit A.1)	Hourly	\$ 37.32	120	\$4,478.40
Annual Proposed Price for Items 2.a through 2.g					\$ 73,873.80
(1) - Contractor must submit a single hourly rate, regardless of the number of crew members and their classifications required to perform the requested work. The Contractor will be paid based on the quoted hourly rate, times number of crew members, times number of hours.					
Total Annual Proposed Price for Items 1, 2.a through 2.g					\$ 656,793.48

LEGAL NAME OF BIDDER: J. Orozco Enterprises Inc, DBA Orozco Landscape and Tree Company		DATE: 11-12-2021	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID 			
TITLE OF AUTHORIZED PERSON: Operations Manager		E-MAIL: Carlos@Orozcolandscape.com	
Phone:	Office: 909-623-8287 Mobile: 909-623-8287	CONTRACTOR'S STATE LICENSE NUMBER: 780564	LICENSE TYPE: C27 C61/D49
BIDDER'S ADDRESS: 1419 S. East End Ave, Pomona, CA 91766			

SCHEDULE OF PRICES
FORLANDSCAPE MAINTENANCE SERVICES FOR RIO HONDO AND SAN GABRIEL COASTAL SPREADING GROUNDS AND
RIO HONDO CHANNEL (BRC0000286)

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.

NOTES:

Dump Fees: Public Works will reimburse all dumping fees upon request and verification of the paid fees, no mark-up will be allowed. Public Works will not pay for labor and transportation of debris to the dumpsite.

Fertilizer and Mulch: If fertilizer or mulch is needed during the regular maintenance of the sites, it is the responsibility of the Contractor to provide them; however, if fertilizer or mulch is required during the On-Call work, Public Works will pay for them. Public Works will reimburse the Contractor for the price of fertilizer or mulch, upon request and verification of the paid fees, no mark-up will be allowed. Public Works will not pay for labor and transportation of fertilizer and mulch to the sites.

Chemical Weed Control: The Contractor shall not use chemical weed control at this time and be mindful of this when providing prices for all items below.

On-Call Service Items: If on-call services are required after normal working hours (referenced in Section E of the Scope of Work, Exhibit A.1), a 4-hour minimum will apply to Items 10.a through 10.g.

ITEM	TASK	(a)	(b)	(c)	Annual Proposed Price (a x b x c)
		Total Area (Acres)	Monthly Price Per Acre	No. of Months	
1	Rio Hondo Coastal Basin Spreading Grounds and Rio Hondo Channel (Items include all work described in Sections E.1 - E.9 in Scope of Work, Exhibit A.1)	59	\$ 807.83	12	\$ 571,943.64
	San Gabriel Coastal Basin Spreading Grounds (Items include all work described in Sections E.1 - E.9 in Scope of Work, Exhibit A.1)	8	\$ 842.96	12	\$ 80,924.16
	Annual Proposed Price for Item 1				\$ 652,867.80

ITEM	On-Call Service Items (Only to be performed with Public Works' prior approval)	Units	(a)	(b)	Annual Proposed Price (a x b)
			Price Per Person Per Unit ⁽¹⁾	Estimated No. of Units	
2.a	Manual operation of irrigation system (Item E.10.a of Exhibit A.1)	Hourly	\$ 44.09	120	\$5,290.80
2.b	Irrigation system repairs and replacement (Item E.10.b of Exhibit A.1)	Hourly	\$ 40.31	300	\$12,093.00
2.c	After-hour emergency water shut-off (Item E.10.c of Exhibit A.1)	Each	\$ 62.99	50	\$3,149.50
2.d	Vegetation, trash, debris, brush, ground cover, minor tree trimming/removal (Item E.10.d of Exhibit A.1)	Hourly	\$ 40.31	300	\$12,093.00
2.e	Major tree-trimming; tree, stump and root removal (Item E.10.e of Exhibit A.1)	Hourly	\$ 100.77	300	\$30,231.00

ITEM	On-Call Service Items (Only to be performed with Public Works' prior approval)	Units	(a)	(b)	Annual Proposed Price (a x b)
			Price Per Person Per Unit ⁽¹⁾	Estimated No. of Units	
2.f	Replant trees, shrubs, ground cover, plants, etc. (Item E.10.f of Exhibit A.1)	Hourly	\$ 40.31	300	\$12,093.00
2.g	Additional irrigation system inspection (Item E.10.g of Exhibit A.1)	Hourly	\$ 40.31	120	\$4,837.20
Annual Proposed Price for Items 2.a through 2.g					\$ 79,787.50
(1) - Contractor must submit a single hourly rate, regardless of the number of crew members and their classifications required to perform the requested work. The Contractor will be paid based on the quoted hourly rate, times number of crew members, times number of hours.					
Total Annual Proposed Price for Items 1, 2.a through 2.g					\$ 732,655.30

LEGAL NAME OF BIDDER:		DATE:	
J. Orozco Enterprises Inc, DBA Orozco Landscape and Tree Company		11-12-2021	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID			
TITLE OF AUTHORIZED PERSON:		E-MAIL:	
Operations Manager		Carlos@Orozcolandscape.com	
Phone:	Office: 909-623-8287	CONTRACTOR'S STATE LICENSE NUMBER:	LICENSE TYPE:
	Mobile: 909-623-8287	780564	C27 C61/D49
BIDDER'S ADDRESS:			
1419 S. East End Ave, Pomona, CA 91766			

FORM PW-2.5
SUMMARY SHEETSCHEDULE OF PRICES
FORLANDSCAPE MAINTENANCE SERVICES FOR RIO HONDO AND SAN GABRIEL COASTAL SPREADING GROUNDS
AND RIO HONDO CHANNEL (BRC0000286)

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.

NOTE: The total Annual Price for each Term (Initial Term through Option Year 3) must include the Annual Proposed Price of the On-Call Service Items.

	TERMS	TOTAL ANNUAL PRICE FOR EACH TERM
1	LANDSCAPE MAINTENANCE SERVICES FOR RIO HONDO AND SAN GABRIEL COASTAL SPREADING GROUNDS AND RIO HONDO CHANNEL – INITIAL TERM	\$528,040.00
2	LANDSCAPE MAINTENANCE SERVICES FOR RIO HONDO AND SAN GABRIEL COASTAL SPREADING GROUNDS AND RIO HONDO CHANNEL – OPTION YEAR 1	\$ 588,871.20
3	LANDSCAPE MAINTENANCE SERVICES FOR RIO HONDO AND SAN GABRIEL COASTAL SPREADING GROUNDS AND RIO HONDO CHANNEL – OPTION YEAR 2	\$ 656,793.48
4	LANDSCAPE MAINTENANCE SERVICES FOR RIO HONDO AND SAN GABRIEL COASTAL SPREADING GROUNDS AND RIO HONDO CHANNEL – OPTION YEAR 3	\$ 732,655.30
TOTAL PRICE FOR YEARS 1 THROUGH 4		\$ 2,506,359.98
AVERAGE TOTAL PRICE FOR YEARS 1 THROUGH 4 (TOTAL PRICE FOR YEARS 1 THROUGH 4 ÷ 4 YEARS)		\$ 626,590.00
LEGAL NAME OF BIDDER:		
J. Orozco Enterprises Inc, DBA Orozco Landscape and Tree Company		DATE: 11-12-2021
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID		
TITLE OF AUTHORIZED PERSON:		E-MAIL: Carlos@Orozcolandscape.com
Operations Manager		
Phone:	Office: 909-623-8287 Mobile: 909-623-8287	CONTRACTOR'S STATE LICENSE NUMBER: 780564
		LICENSE TYPE: C27 C61/D49
BIDDER'S ADDRESS:		
1419 S. East End Ave, Pomona, CA 91766		

FORM LW-8.1
INITIAL TERM

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: LANDSCAPE MAINTENANCE SERVICES FOR THE RIO HONDO AND SAN GABRIEL COASTAL BASIN SPREADING GROUNDS AND RIO HONDO CHANNEL (BRC0000286)

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

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST
1. Laborer	40	2080	\$18.90	\$ 39,312.00
2. Laborer	40	2080	\$17.98	\$ 37,398.40
3. Laborer	40	2080	\$17.98	\$ 37,398.40
4. Laborer	40	2080	\$17.98	\$ 37,398.40
5. Laborer	40	2080	\$17.98	\$ 37,398.40
6. Laborer	40	2080	\$17.98	\$ 37,398.40
7. Supervisor	2	104	\$22.05	\$ 2,293.20
On Call items (as needed)				\$
irrigation tech	2	104	\$22.05	\$ 2,293.20
tree trimming	4	208	\$29.40	\$ 6,115.20
laborer	2	104	\$17.98	\$1,869.92
				\$
				\$
				\$
Comments/Notes:	Total Salaries			\$ 238,875.52
**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. Mandatory Minimum Number of Crew: The Contractor shall assign a minimum of 6 fulltime equivalent laborers to maintain the services at the locations indicated in Exhibit A.1, not including supervisors.	(1) Vacations, Sick Leave, Holiday			\$ 10,860.55
	(2) Health Insurance			\$ 3,500.00
	(3) Payroll Taxes & Workers' Compensation			\$ 37,460.41
	(4) Welfare and Pension			\$ 3,500.00
	Total Employee Benefits (1+2+3+4)			\$ 55,320.96
	(5) Equipment Costs			\$ 95,000.00
	(6) Service and Supply Costs			\$ 72,721.92
	(7) General and Administrative Costs			\$ 45,000.00
	(8) Profit			\$ 21,121.60
	Total Other Costs (5+6+7+8)			\$ 233,843.52
	TOTAL PRICE			\$ 528,040.00

* 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 bid 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, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

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

Carlos Orozco

Name of Bidder

Signature

11-12-2021

Date

FORM LW-8.2
OPTION YEAR 1

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: LANDSCAPE MAINTENANCE SERVICES FOR THE RIO HONDO AND SAN GABRIEL COASTAL BASIN SPREADING GROUNDS AND RIO HONDO CHANNEL (BRC0000286)
 BIDDER: J. Orozco Enterprises Inc, DBA Orozco Landscape and Tree Company

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST
1. Laborer	40	2080	\$19.85	\$ 41,288.00
2. Laborer	40	2080	\$18.88	\$ 39,270.40
3. Laborer	40	2080	\$18.88	\$ 39,270.40
4. Laborer	40	2080	\$18.88	\$ 39,270.40
5. Laborer	40	2080	\$18.88	\$ 39,270.40
6. Laborer	40	2080	\$18.88	\$ 39,270.40
7. Supervisor	2	104	\$23.15	\$ 2,407.60
				\$
				\$
On Call items (as needed)				\$
irrigation tech				\$
tree trimming	2	104	\$23.15	\$2,407.60
laborer	4	208	\$30.87	\$6,420.96
	2	104	\$18.88	\$1,963.52
				\$
				\$
Comments/Notes:	Total Salaries			\$ 250,839.68
**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			\$ 11,404.20
	(2) Health Insurance			\$ 3,745.00
	(3) Payroll Taxes & Workers' Compensation			\$ 39,336.58
	(4) Welfare and Pension			\$ 3,745.00
	Total Employee Benefits (1+2+3+4)			\$ 58,230.78
Mandatory Minimum Number of Crew: The Contractor shall assign a minimum of 6 fulltime equivalent laborers to maintain the services at the locations indicated in Exhibit A.1, not including supervisors.	(5) Equipment Costs			\$ 114,000.00
	(6) Service and Supply Costs			\$ 92,745.90
	(7) General and Administrative Costs			\$ 49,500.00
	(8) Profit			\$ 23,554.84
	Total Other Costs (5+6+7+8)			\$ 279,800.74
	TOTAL PRICE			\$ 588,871.20

* 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 bid 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, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

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

Carlos Orozco

Name of Bidder

Signature

11-12-2021

Date

FORM LW-8.3
OPTION YEAR 2

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: LANDSCAPE MAINTENANCE SERVICES FOR THE RIO HONDO AND SAN GABRIEL COASTAL BASIN SPREADING GROUNDS AND RIO HONDO CHANNEL (BRC0000286)
 BIDDER: J. Orozco Enterprises Inc, DBA Orozco Landscape and Tree Company

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST
1. Laborer	40	2080	\$20.84	\$ 43,347.20
2. Laborer	40	2080	\$19.82	\$ 41,225.60
3. Laborer	40	2080	\$19.82	\$ 41,225.60
4. Laborer	40	2080	\$19.82	\$ 41,225.60
5. Laborer	40	2080	\$19.82	\$ 41,225.60
6. Laborer	40	2080	\$19.82	\$ 41,225.60
7. Supervisor	2	104	\$24.31	\$ 2,528.24
				\$
				\$
On Call items (as needed)	2	104	\$24.31	\$ 2,528.24
irrigation tech	4	208	\$32.42	\$ 6,743.36
tree trimming	2	104	\$19.82	\$ 2,061.28
laborer				\$
				\$
				\$
Comments/Notes:				
				Total Salaries \$ 263,336.32
**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. Mandatory Minimum Number of Crew: The Contractor shall assign a minimum of 6 fulltime equivalent laborers to maintain the services at the locations indicated in Exhibit A.1, not including supervisors.				(1) Vacations, Sick Leave, Holiday \$ 11,972.75
				(2) Health Insurance \$ 4,007.15
				(3) Payroll Taxes & Workers' Compensation \$ 41,296.36
				(4) Welfare and Pension \$ 4,007.15
				Total Employee Benefits (1+2+3+4) \$ 61,283.41
				(5) Equipment Costs \$ 136,800.00
				(6) Service and Supply Costs \$ 114,652.02
				(7) General and Administrative Costs \$ 54,450.00
				(8) Profit \$ 26,271.73
				Total Other Costs (5+6+7+8) \$ 332,173.75
				TOTAL PRICE \$ 656,793.48

* 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 bid 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, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

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

Carlos Orozco

Name of Bidder

Signature

11-12-2021

Date

FORM LW-8.4
OPTION YEAR 3

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: LANDSCAPE MAINTENANCE SERVICES FOR THE RIO HONDO AND SAN GABRIEL COASTAL BASIN SPREADING GROUNDS AND RIO HONDO CHANNEL (BRC0000286)
 BIDDER: J. Orozco Enterprises Inc, DBA Orozco Landscape and Tree Company

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST
1. Laborer	40	2080	\$21.88	\$ 45,510.40
2. Laborer	40	2080	\$20.81	\$ 43,284.80
3. Laborer	40	2080	\$20.81	\$ 43,284.80
4. Laborer	40	2080	\$20.81	\$ 43,284.80
5. Laborer	40	2080	\$20.81	\$ 43,284.80
6. Laborer	40	2080	\$20.81	\$ 43,284.80
7. Supervisor	2	104	\$25.53	\$ 2,655.12
				\$
				\$
On Call items (as needed)				\$
irrigation tech	2	104	\$25.53	\$ 2,655.12
tree trimming	4	208	\$34.04	\$ 7,080.32
laborer	2	104	\$20.81	\$ 2,164.24
				\$
				\$
Comments/Notes:	Total Salaries			\$ 276,489.20
**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. Mandatory Minimum Number of Crew: The Contractor shall assign a minimum of 6 fulltime equivalent laborers to maintain the services at the locations indicated in Exhibit A.1, not including supervisors.	(1) Vacations, Sick Leave, Holiday			\$ 12,512.25
	(2) Health Insurance			\$ 4,287.64
	(3) Payroll Taxes & Workers' Compensation			\$ 43,350.22
	(4) Welfare and Pension			\$ 4,287.64
	Total Employee Benefits (1+2+3+4)			\$ 64,437.75
	(5) Equipment Costs			\$ 164,160.00
	(6) Service and Supply Costs			\$ 138,367.14
	(7) General and Administrative Costs			\$ 59,895.00
	(8) Profit			\$ 29,306.21
	Total Other Costs (5+6+7+8)			\$ 391,728.35
TOTAL PRICE				\$ 732,655.30

* 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 bid 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, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

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

Carlos Orozco

Name of Bidder

Signature

11-12-2021

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 for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

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

R. 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's Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "Trade Secret," "Confidential," or "Proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, 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 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
- B.19 - Landscape Maintenance RFSQ
(2014-SQPA001)

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 Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. 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's Record Retention and Inspection/Audit Settlement.
4. If this Contract is suspended or terminated, Contractor shall complete within the Director's suspension or termination date contain within the notice of suspension or termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly

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

C. Termination/Suspension for Default

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

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

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

D. Termination/Suspension for Improper Consideration

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

E. Termination/Suspension for Insolvency

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

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

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

G. Termination/Suspension for Nonappropriation of Funds

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

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

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

B. Cooperation

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

C. Cooperation and Collateral Work

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

D. Equipment, Labor, Supervision, and Materials

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

E. Gratuitous Work

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

F. Jobsite Safety

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

G. Labor

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

H. Labor Law Compliance

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

I. Overtime

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

J. Permits/Licenses

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

K. Prohibition Against Use of Child Labor

1. Contractor shall:

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

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

L. Public Convenience

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

M. Public Safety

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

N. Quality of Work

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

O. Quantities of Work

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

P. Safety Requirements

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

Q. Storage of 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 or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract except for loss or damage arising from the sole negligence or willful misconduct of the County 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, and the endorsement form shall be modified to provide that County will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

B. Chapter 2.202 of 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

- C. 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.

SECTION 16

COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

- A. At Contractor's sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").
 - B. Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
 - C. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.
 - D. Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor
- B.59 - Landscape Maintenance RFSQ
(2014-SQPA001)

Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:

1. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
 2. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
 3. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.
- E. In addition to complying with the requirements of this section, Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19.



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.

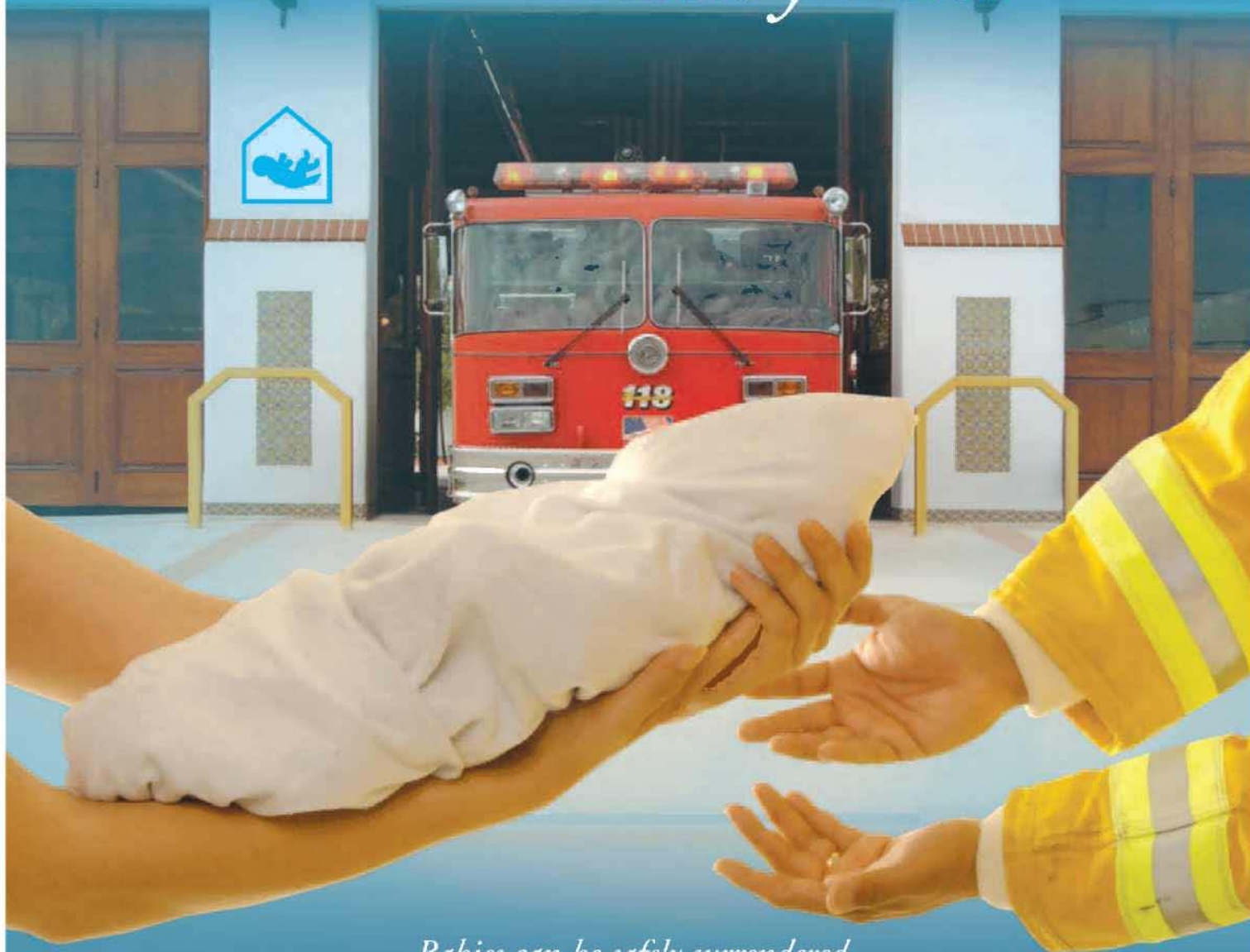
How Will My Employees Know if They Can Claim the EIC?

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.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

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

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

2.206.030 Applicability.

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

2.206.040 Required solicitation and Contract language.

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

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded Contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new Contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing Contract, and failure to cure the breach within 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 K, inclusive, of this Contract (Exhibits A-K) and this PRS, Exhibits A-K shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-K, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
A. SCOPE OF WORK				
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; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Violation of the National Pollutant Discharge Elimination System	Discharge of debris into storm drains and/or gutter.	\$500 per occurrence plus any fines by regulatory and governmental agencies plus any remediation cost; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Trimming and Care	Contractor shall provide all landscaping and grounds maintenance services in a neat, orderly, and professional manner.	\$100 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Major Tree Trimming, Tree Removal and Stump & Root Removal	Contractor shall complete major tree trimming as requested by Project Manager, this includes any and all other types of trimming other than those specified in Tree	\$100 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
	Trimming and Care.			
5. Minor Tree and Root Removal (trees that are less than 8 feet in height and less than 4 inches in diameter at breast height)	Contractor shall complete minor tree and root removal.	\$50 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Weed/ Litter/Rodent Control	Contractor shall remove any weeds, litter or any other debris, and rodents from landscape areas. Weed and Litter control shall take place on per scheduled approved by PWR. Rodent control shall take place as needed.	\$100 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Use of Battery-Electric Operated Hand Tools	Contractor shall only use battery-electric hand tools such as chain saws, blowers, weed wackers, etc., to perform the work. Use of gas-powered hand tools to provide the services under the Scope of Work is prohibited.	\$50 per occurrence, per hand tool.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
B. REPORTS/DOCUMENTATIONS				

*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 K, inclusive, of this Contract (Exhibits A-K) and this PRS, Exhibits A-K shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-K, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
1. Monthly Maintenance Reports	Contractor shall submit maintenance report to the Contract Manager at the end of each month or upon request, within three working days.	\$25 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	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. Contractor's Employee Criminal Background Investigation	As applicable, 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, local, and federal-level review as required by the Contract. Employees who do not 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	
2. 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	

*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 K, inclusive, of this Contract (Exhibits A-K) and this PRS, Exhibits A-K shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-K, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
3. 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	
4. Training Program	Document training of each employee.	\$250 per untrained employee.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Maintain Knowledge of Safety Requirements	Understands the 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.	\$50 per day; possible suspension.	<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 K, inclusive, of this Contract (Exhibits A-K) and this PRS, Exhibits A-K shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-K, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
5. Provide Adequate Supervision and Training	Contract specifications met.	\$50 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
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.	\$100 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Supervisors speak, read, write, and understand English	On-site supervisor can communicate in English with County Contract Manager.	\$50 per day for use of non-English-speaking supervisor; possible 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.	\$100 per day; work/contract; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. 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. Use of Subcontractor without Approval and/or Authorization.	Obtain County's written approval prior to subcontracting any work.	\$500 per occurrence; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. License and Certification	All license and certifications required to perform the work, if	\$100 per day; possible suspension; possible	<input type="checkbox"/> Yes <input type="checkbox"/> No	

*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 K, inclusive, of this Contract (Exhibits A-K) and this PRS, Exhibits A-K shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-K, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
	any.	termination for default of contract.	<input type="checkbox"/> N/A	
5. 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; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$200 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

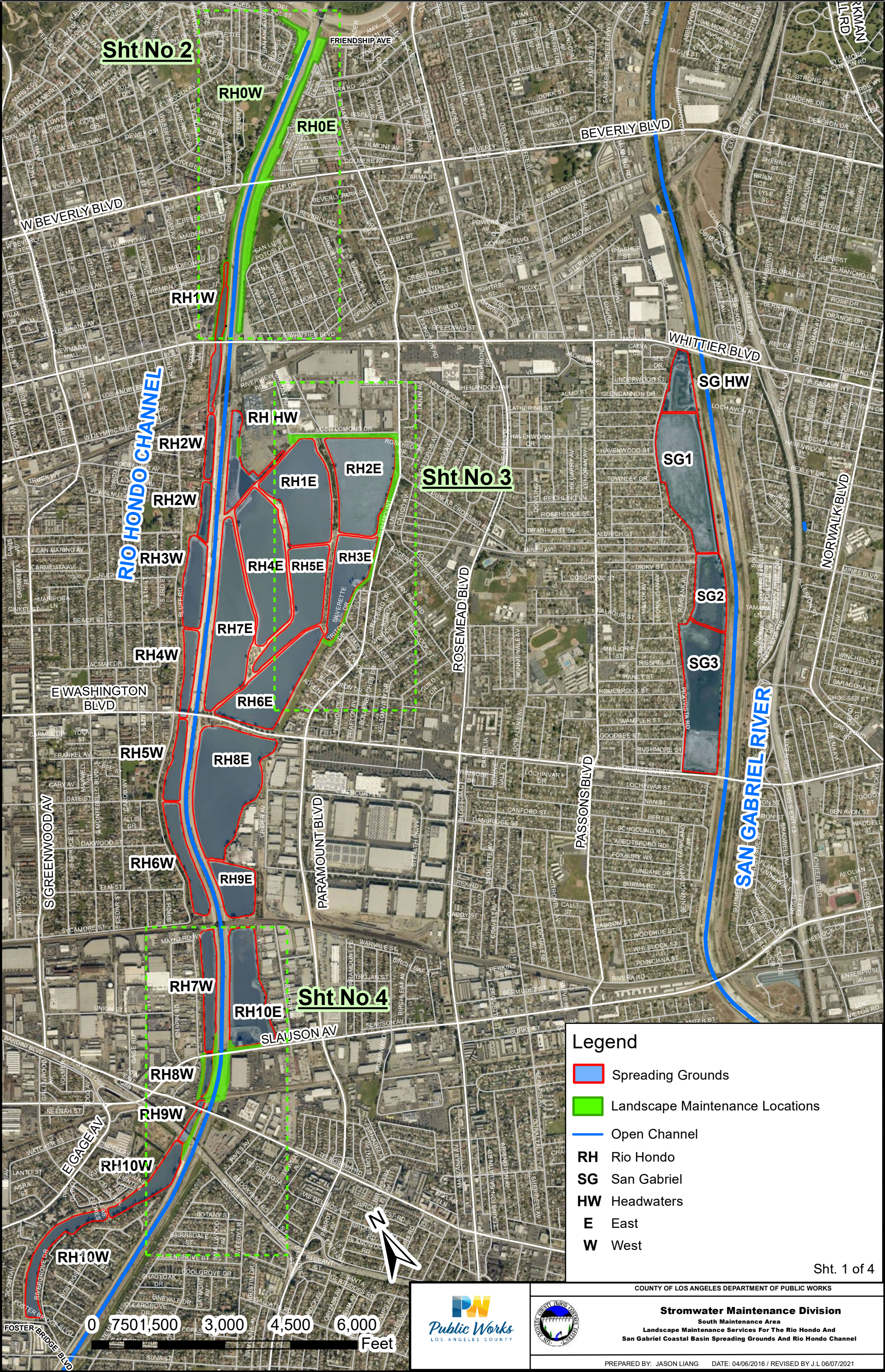
P:\aepub\Service Contracts\CONTRACT\Ani\Landscape\Landscape Rio Hondo\2021 IFB\01 IFB\Exhibit F.1 - Performance Requirements Summary Final Draft 8-24-21.docx

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

Exhibit G.1: Bid Submission Instructions

See RFSQ for Landscape and Grounds Maintenance Services (2014-SQPA001 - Formerly 2014-PA039) and Addenda 1-6 for the above Exhibit that is incorporated here by reference.

Work Locations



Work Locations



Legend

- Spreading Grounds
- Landscape Maintenance Locations
- Open Channel
- RH** Rio Hondo
- SG** San Gabriel
- HW** Headwaters
- E** East
- W** West

Sht. 2 of 4

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

Stromwater Maintenance Division

South Maintenance Area
Landscape Maintenance Services For The Rio Hondo And
San Gabriel Coastal Basin Spreading Grounds And Rio Hondo Channel

PREPARED BY: JASON LIANG DATE: 04/06/2016 / REVISED BY J.L 06/07/2021

Work Locations



Legend

- Spreading Grounds
- Landscape Maintenance Locations
- Open Channel
- RH** Rio Hondo
- SG** San Gabriel
- HW** Headwaters
- E** East
- W** West

Sht. 3 of 4

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

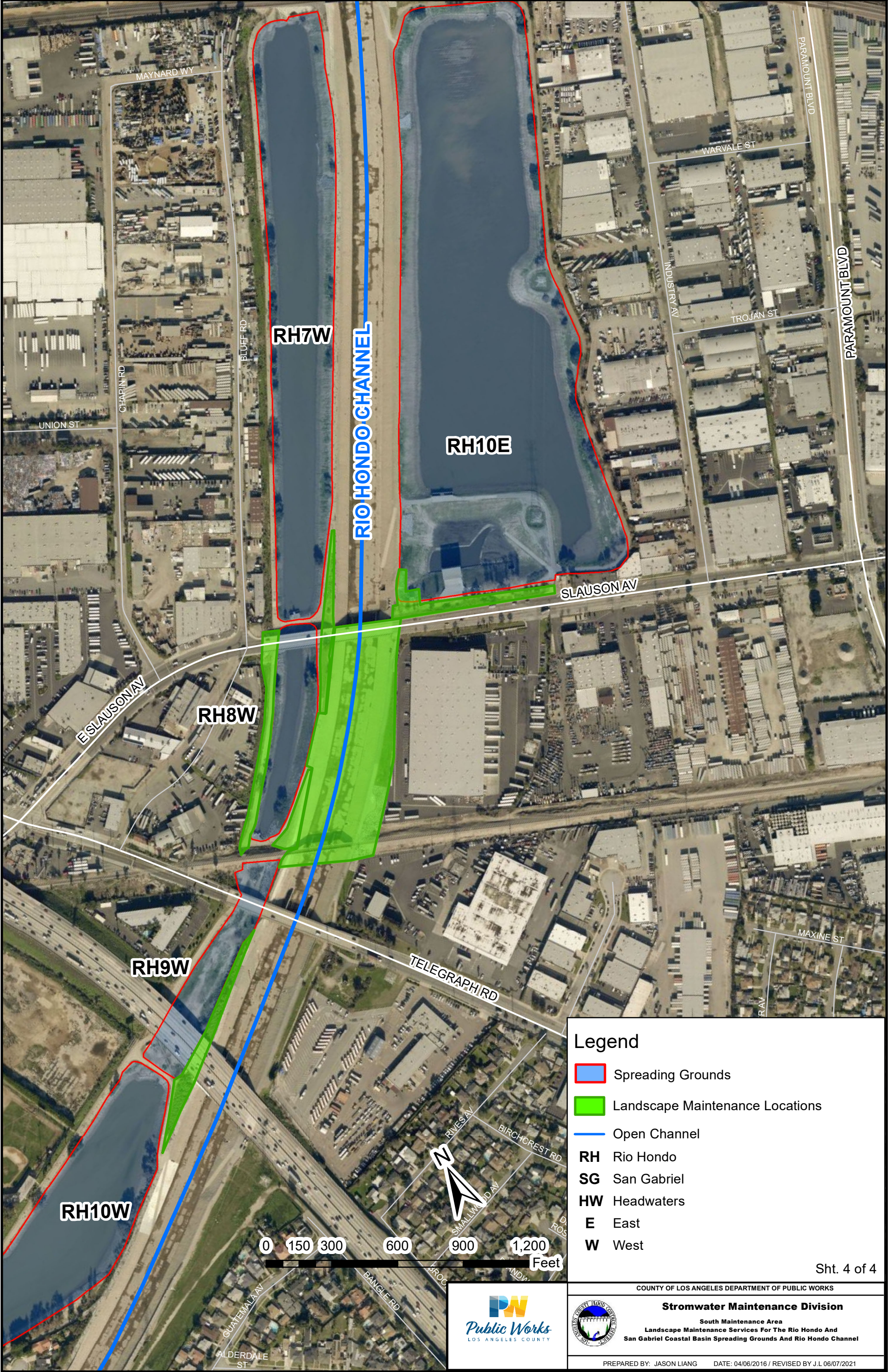


Stromwater Maintenance Division

South Maintenance Area
Landscape Maintenance Services For The Rio Hondo And
San Gabriel Coastal Basin Spreading Grounds And Rio Hondo Channel

PREPARED BY: JASON LIANG DATE: 04/06/2016 / REVISED BY J.L 06/07/2021

Work Locations





Submittal Date: _____

Page: _____ of _____

LOS ANGELES COUNTY PUBLIC WORKS

STORMWATER MAINTENANCE DIVISION

LANDSCAPE MAINTENANCE SERVICES FOR RIO HONDO & SAN GABRIEL COASTAL BASIN SPREADING GROUNDS & RIO HONDO CHANNEL - MONTHLY MAINTENANCE REPORT

 Facility
Name: _____

 Contractor
Name: _____

 Reporting
Month: _____

PCA: _____

OCA: _____

 Task Order
(User Code 1): _____

Service Description	No. of Acres Comp.	Date Comp.	Comments
Rio Hondo Coastal Basin Spreading Grounds and Rio Hondo Channel (Items include Sections E.1 - E.8 in Scope of Work, Exhibit A.1)			
San Gabriel Coastal Basin Spreading Grounds (Items include Sections E.1 - E.8 in Scope of Work, Exhibit A.1)			

On-Call Services (Items Under Section E.10 of Scope of Work, Exhibit A.1, also listed below)	Week of: _____ Hours Worked							
	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Total

 Name of Contractor's Representative

 Signature of Contractor's Representative

List of On-Call Services (Items under Section E.10 of Scope of Work, Exhibit A.1):

10.a.) Manual operation of irrigation system; 10.b) Irrigation system repairs and replacement; 10.c) After-hours emergency water shut-off; 10.d) Vegetation, trash, debris, brush, ground cover, shrubs and minor tree trimming/removal; 10.e) Major tree trimming & tree, stump, & root removal; 10.f) Replant tree, shrubs, ground cover, plants, etc.; 10.g) Additional irrigation system inspection



VENTURA
COUNTY

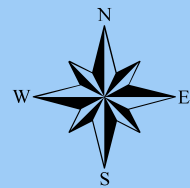
West Area

East Area

PACIFIC
OCEAN

South Area

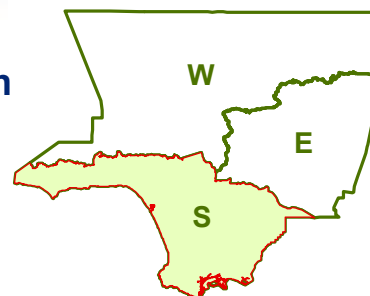
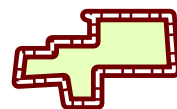
ORANGE
COUNTY



LACFCD

Stormwater Maintenance Division

South Area



0 20 40 80 Miles

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



Date Submitted: _____

Page: _____ of _____

**LOS ANGELES COUNTY
PUBLIC WORKS
STORMWATER MAINTENANCE DIVISION**

**LANDSCAPE MAINTENANCE SERVICES FOR RIO HONDO & SAN GABRIEL COASTAL BASIN
SPREADING GROUNDS & RIO HONDO CHANNEL - TRASH DISPOSAL, GREEN WASTE
RECYCLING, MULCH USE REPORT**

Maintenance Area: _____

DATE	FACILITY	GREEN WASTE (TON)	TRASH (TON)	DISPOSAL OR RECYCLING FACILITY NAME & ADDRESS
EXAMPLE	RH1E	10	NA	RJ'S CHIPPING AND GRINDING, 99 IMPERIAL HYW
EXAMPLE	PARAMOUNT	NA	2	SCHOLL CANYON LANDFILL

SB 1383 MULCH USE INFORMATION

USE DATE	FACILITY	MULCH USED (Cubic Yards)	BUSINESS NAME & ADDRESS PURCHASED

 Name of Contractor's Representative

 Signature of Contractor's Representative



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 Mauget 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)

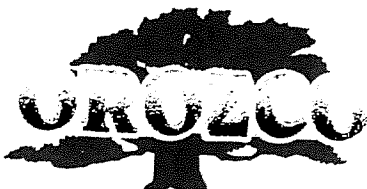


Orozco Landscape and Tree Company
1419 S. East End Ave Pomona Ca 91766

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

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

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

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



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

Debra Bowen

DEBRA BOWEN
Secretary of State

State of California
Secretary of State



09-669571

FILED

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

MAR 26 2009

This Space For Filing Use

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

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

C2214528

J OROZCO ENTERPRISES INC

11194 PIPELINE AVE

POMONA CA 91766

DUE DATE: 03-31-09

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



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.)

1 STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE

1419 S. East End Ave

CITY

Pomona

STATE

CA

ZIP CODE
91766

2 STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY

1419 S. East End Ave

CITY

Pomona

STATE

CA

ZIP CODE
91766

3 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.)

For the specific officer may be added, however, the preprinted titles on this form must not be altered.)

4 CHIEF EXECUTIVE OFFICER/

Jose J. Orozco

ADDRESS

CITY

CA

STATE

ZIP CODE

5 SECRETARY/

Jose J. Orozco

ADDRESS

CITY

CA

STATE

ZIP CODE

6 CHIEF FINANCIAL OFFICER/

LISA OROZCO

ADDRESS

CITY

CA

STATE

ZIP CODE

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.)

7 NAME

Jose J. Orozco

ADDRESS

CITY

CA

STATE

ZIP CODE

8 NAME

ADDRESS

CITY

CA

STATE

ZIP CODE

NAME

ADDRESS

CITY

CA

STATE

ZIP CODE

9 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 street address (a P.O. Box address is not acceptable). If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 14 must be left blank.)

10 NAME OF AGENT FOR SERVICE OF PROCESS

Jose J. Orozco

11 STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL

CITY

STATE

CA

12 TYPE OF BUSINESS

13 DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

Landscape Maintenance and Tree Service

14 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.

DATE

3/24/09

TYPE/PRINT NAME OF PERSON COMPLETING FORM

3

TITLE

pres.

SIGNATURE OF SECRETARY

F200N - C2214528 - EX39725


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

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

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

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

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

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

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

1 CORPORATE NAME
J OROZCO ENTERPRISES INC.

2 CALIFORNIA CORPORATE NUMBER
C2214528

This Space for Filing Use Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)
3 If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.
☒ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

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

	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

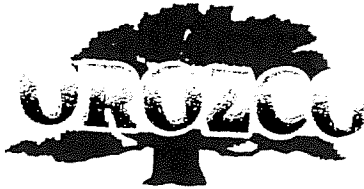
DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE

APPROVED BY SECRETARY OF STATE



Landscape and Tree Company

Background

Experience

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

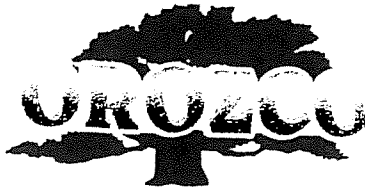
We are familiar with doing business with the Los Angeles County Department of Public Works and are very aware of their requirements of submitting the proper report forms to the public works representative showing the work location, days worked, and the tonnage for green waste and trash along with a copy 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.

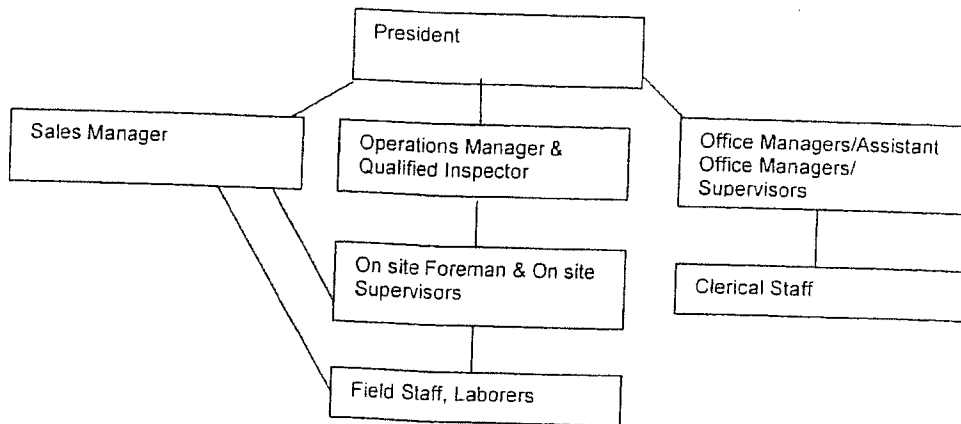
We have other comprehensive landscape, tree and irrigation services, which include:

- 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

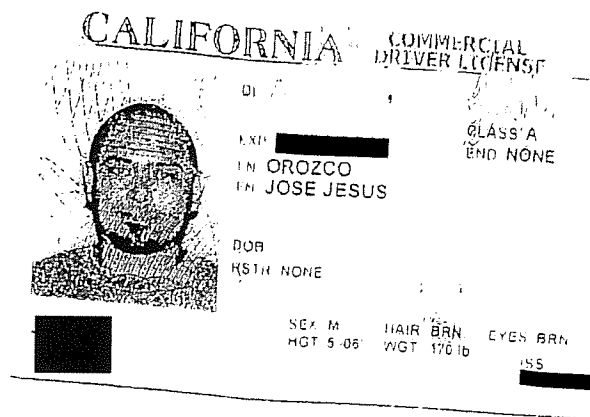
- I. S.A. Certified Arborist #WE7108A
- Jose has a Commercial Drivers License

Employment History

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

References

- Available upon request



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Society
of Arboriculture™
ISA Certified Arborist®

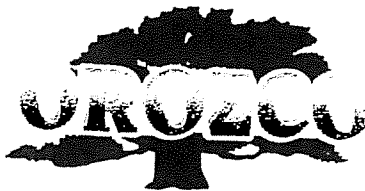
Jose Orozco

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



INDIVIDUAL LICENSE/CERTIFICATE
RENEWAL APPLICATION

PR-PML-141 (REV 7/09)

Page 1 of 2

PEST MANAGEMENT AND LICENSING BOARD
LICENSING AND CERTIFICATION
1001 S Street
SACRAMENTO, CALIFORNIA 95814
(916) 445-1111
FAX (916) 445-1112
Web site: <http://www.cdpr.ca.gov>

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 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		4	0	16	20	\$60.00	\$90.00	60
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

SIGNATURE

12-15-14
DATE SIGNED

OFFICIAL USE ONLY

IMPRINT

RENEWED

PROBLEM

DATA ENTRY

Instructions on reverse

ROBERT A CISNEROS

STATE OF CALIFORNIA
CONTINUING EDUCATION RECORD RENEWAL SUMMARY
 PR-PML-123 (REV 7/03)

DEPARTMENT OF PESTICIDE REGULATION
 PEST MANAGEMENT AND LICENSING BRANCH
 1001 STREET
 SACRAMENTO, CALIFORNIA 95811
 SACRAMENTO, CALIFORNIA 95811
 FAX 916 445 1111
 Web site: <http://www.cdpr.ca.gov>

INSTRUCTIONS

- For each approved course you have taken, enter following: (a) title; (b) I.D. code number; (c) location, (d) date(s) attended; and (e) hours completed. In the boxes in the lower right hand corner at the bottom of the page, enter the total number of hours you have completed for the current renewal period. If you are using a document other than this form as proof of continuing education, you do not need to return this form; however, **you must provide the same information as is required on this form.** Your continuing education document must be returned with your renewal application. If the information on this form or the document you submit is incomplete, the processing of your renewal application will be delayed.
- If you want to receive credit for a course offered by an accredited college or university, on a separate sheet of paper, include the following information: the accredited institution, the course instructor's name, the total hours you attended, a brief summary of the course topic, and a copy of your grade report or transcript listing the course or a verification of attendance signed by the instructor.
- Please do not submit application and fee unless continuing education hours have been completed. If you fail to complete the required minimum by December 31 of the expiration year because of insufficient continuing education hours, you must re-examine, but are not required to repeat the minimum qualifications (e.g. education or experience).

COURSE HOURS

APPLICANT NAME: Robert A. Cuenca
 CERTIFICATE/LICENSE TYPE: QAC82235
 CERTIFICATE/LICENSE NUMBER: QAC82235

CONTINUING EDUCATION COURSE INFORMATION

COURSE/SEMINAR/CONFERENCE TITLE	LOCATION (City and State)	I.D. CODE NUMBER	DATE(S) ATTENDED	COURSE HOURS			
				Laws and Regulations (L)	Aerial Application and Techniques (A)	Ground Application and Techniques (G)	Other (O)
1. <u>GENERAL PEST CONTROL #4</u>	<u>CORRESPONDENCE</u>	<u>C-0004-14</u>	<u>12/15/14</u>				<u>5</u>
2. <u>LAWN AND GARDEN PESTS</u>	<u>CORRESPONDENCE</u>	<u>C-0001-14</u>	<u>12/13/14</u>				<u>5</u>
3. <u>PESTICIDE LAWS & Regulations</u>	<u>CORRESPONDENCE</u>	<u>C-0012-14</u>	<u>12-12-14</u>	<u>5</u>			
4. <u>WEED CONTROL & Herb</u>	<u>CORRESPONDENCE</u>	<u>C-0003-14</u>	<u>12-14-14</u>				<u>3</u>
5. _____	_____	_____	_____	(L)	(A)	(G)	(O)
6. _____	_____	_____	_____	(L)	(A)	(G)	(O)
7. _____	_____	_____	_____	(L)	(A)	(G)	(O)
8. _____	_____	_____	_____	(L)	(A)	(G)	(O)
9. _____	_____	_____	_____	(L)	(A)	(G)	(O)
14							
Total Renewal Hours				<u>5</u>			<u>16.5</u>



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

STATE OF CALIFORNIA
AGRICULTURAL PEST CONTROL ADVISER
QUALIFIED APPLICATOR LICENSE / CERTIFIC
PRENTICE JOURNEYMAN PILOT
REV 7/11/11



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM

PCA



AGRICULTURAL PEST CONTROL ADVISER LICENSE

License #: 135657

EXPIRES: 12/31/2015

Categories E

ISSUED 11/06/2014

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

DMV CALIFORNIA DMV

COMMERCIAL DRIVER LICENSE



D
CARLOS OROZCO

CLASS: A
ENDORS: TA

SEX: M
HT: 5-08

HAIR: BRN
WT: 135

EYES: BRN



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM



QUALIFIED APPLICATOR LICENSE

DATE OF ISSUE

VALID THROUGH

01/01/2014

12/31/2016

QAL 120688

ABCD F

CARLOS OROZCO
1419 S EAST END AVENUE
POMONA CA 91766



*This is to certify
that*

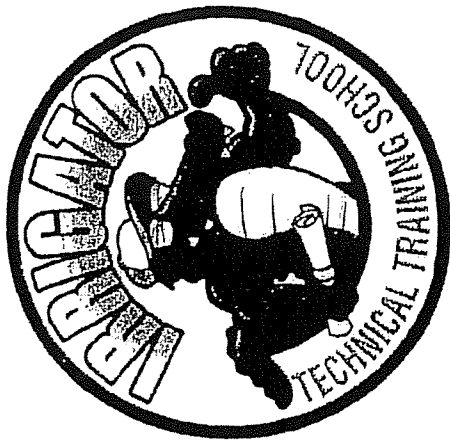
CARLOS OROZCO

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

[Signature]
authorized by



[Signature]
Mauget Company



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 D. Smith

Certificate of Attendance

Recycled Water Onsite Supervisor Training

The Inland Empire Utilities Agency certifies that

Carlos Orozco

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



Mir Fattahi, PE, Instructor

December 17, 2009



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT



Irrigator Technical Training School

Smart Water Certified Manager

This is to Certify that

Carlos Orozco

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

Certificate is valid for one year from date of presentation.

Date February 26, 2010

Instructor's Signature:

landscape industry certified



December 10, 2012

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

ID: 275143

Dear Carlos,

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

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

Details on the recertification process including a recertification requirements list and frequently asked questions are available on PLANET's Web site in the Recertification Center at www.landcarenetwork.org/certification/recertification.cfm. 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 • RECOGNIZED



Carlos Orozco
Exterior Technician
Irrigation

Recertify by 12/31/2014

QUALIFIED • CONFIDENT • RECOGNIZED

1/6/2015

RE: ID 275143 Carlos Orozco Recertification

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

22



Landscape and Tree Company

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

Experience

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

Employment History

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

Certifications

- Certified Irrigation Repair Technician

References

- References are available on request



Irrigator Technical Training School

Certified Irrigation Repair Technician

This is to Certify that

Brandon Orr

24

has attended and successfully passed Certified Irrigation Repair Technician classes:

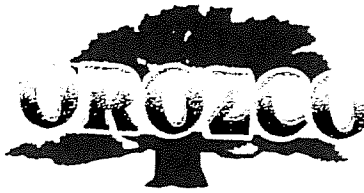
1. Wire Tracking & Electrical Troubleshooting - 2. Controller Programming, Maintenance, & Scheduling -
3. Valve Repair & Maintenance - 4. Water Management - 5. Pipe Fitting and Maintenance -
6. Irrigation Field Hydraulics - 7. Backflow Maintenance and Repair -
8. Master Valves Maintenance & Repair -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

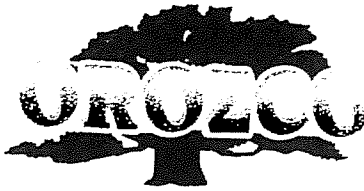
- Santiago is a trained Round Up pesticide handler
- Santiago has 26 years experience in the landscape maintenance industry including mowing, edging blowing, debris pick up, brush clearance, plant and tree installation, mechanical, chemical and manual weed abatement, tree trimming, tree removals, irrigation 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.

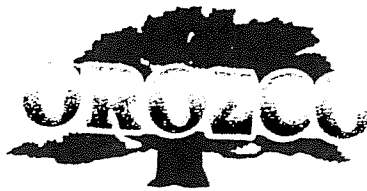
Employment History

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

References

- References are available on request

24



Landscape and Tree Company

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

Experience

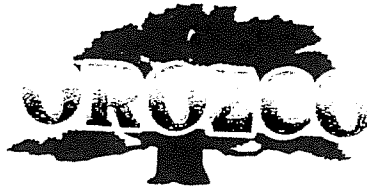
- March 1999 is when Jose formed Orozco Landscape and Tree Co. with the assistance from Lisa
- Orozco Landscape has been successful for 15 years
- Lisa oversees all applications received from employees, assists in the inputting of information in our computer and processes payroll with assistance from 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

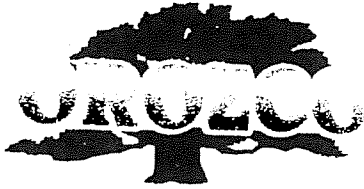
- Jose Manuel is a Round Up trained pesticide handler
- Jose Manuel has over 35 years experience in the landscape maintenance industry including mowing, edging, blowing, debris pick up, brush clearance, plant and tree installation, mechanical, chemical and manual weed abatement, tree trimming, tree removals, 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



Landscape and Tree Company

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

Experience

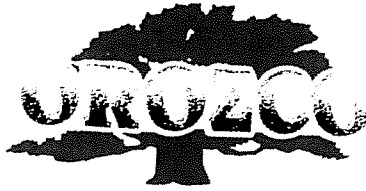
- Abelardo is a Round Up trained pesticide handler
- Abelardo has over 21 years experience in the landscape maintenance industry including mowing, edging, blowing, debris pick up, brush clearance, plant and tree installation, mechanical, chemical and manual weed abatement, tree trimming, tree removals, 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

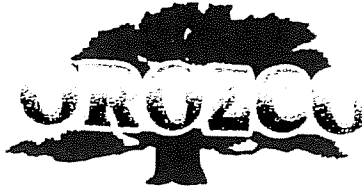
- Diego is a Round Up trained pesticide handler
- Diego has over 25 years experience in the landscape maintenance industry including mowing, edging, blowing, debris pick up, brush clearance, plant and tree installation, mechanical, chemical and manual weed abatement, tree trimming, tree removals, irrigation 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

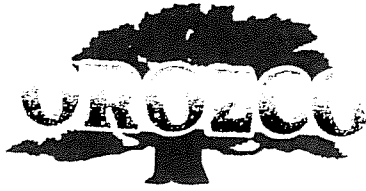
- Jose is a Round Up trained pesticide handler
- Jose has over 25 years experience in the landscape maintenance industry including mowing, edging, blowing, debris pick up, brush clearance, plant and tree installation, mechanical, chemical and manual weed abatement, tree trimming, tree removals, irrigation 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

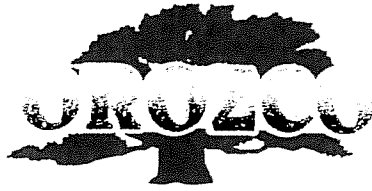
- Jose is a trained Round Up pesticide handler
- Jose has over 13 years experience in the landscape maintenance industry including mowing, edging, blowing, debris pick up, brush clearance, plant and tree installation, mechanical, chemical and manual weed abatement, tree trimming, tree removals, irrigation 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
Irrigation Technician 2010 to present

References

- References are available on request



Landscape and Tree Company

Work Plan

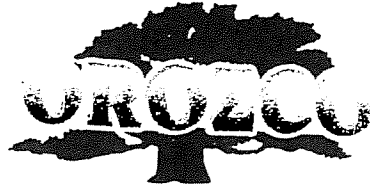
Initial Research and First Hand Experience

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.

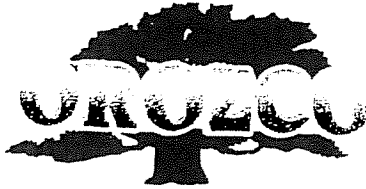
i. The maintenance of the turf, groundcover and edging

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.

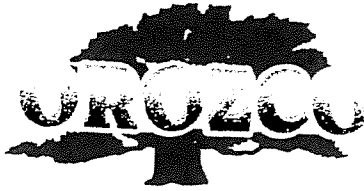
Trees will be pruned to maintain good health and to provide proper vertical and horizontal clearance. Clearances will be 7 feet for pedestrian areas and walkways and 14 feet clearance will be provided for vehicular roadways. All dead or damaged limbs and branches will be removed. All tree trimming and 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.

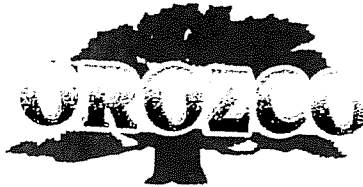
Controllers will be cycled at each station manually and automatically. Drip emitters, drip tubes and flush filters will be tested and cleaned. Any damage found during the test will be reported to the PWR. All sprinkler heads will be adjusted for the correct watering coverage to prevent excessive runoff 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 PVWR. 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

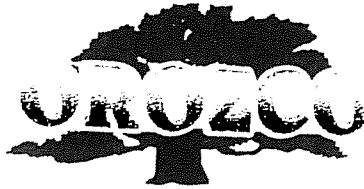
Orozco Landscape will provide all landscape industry trained onsite labor personnel and trained management personnel with all the required state of the art equipment, vehicles, materials and supplies to fully satisfy requirements of all Los Angeles County Department of Public Works contracts. A breakdown 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



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

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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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Orozco Landscape and Tree Company
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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/jobsite 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 Landscape and Tree Company
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Orozco Landscapes Maintenance Schedule for Landscape Maintenance Services SAMPLE

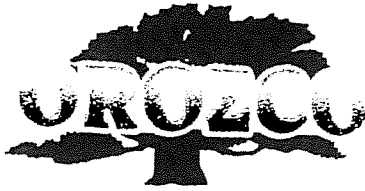
Maintenance Item	Frequency of Item to be completed by Orozco Landscape (subject to change due to conditions of work site, weather etc)
Low Impact Development (LID) Systems. Inspect for erosion or damage to vegetation and monitor for health of vegetation.	As needed. At the end of wet season to schedule 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



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





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.



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.



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.

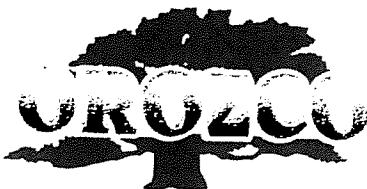
Equipment, Supplies and Vehicles

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 manner 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 extraordinary 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) _____



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

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SAMPLE Orozco Landscape: Inspection for Los Angeles County DPW Landscape and Grounds Maintenance Services pg. 1

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

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 sidewalks 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.

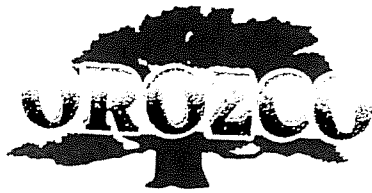
replace or clean damaged or clogged bubbler heads; replace or clean damaged drip line emitters, repair broken drip lines, lean filters i.e.: plant and trees installed

Signature (who completed inspection): _____ Date: _____

Verified by (Qualified Inspector) _____ Date: _____



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



Landscape and Tree Company

Quality Assurance Program continued

Quality Control Documentation, Review and Reporting

Orozco Landscape and Tree Company maintain all inspection reports and monthly maintenance service reports completed in our office. Initial inspection reports and final inspection report forms are kept for each work location. The onsite supervisor/foreman notates daily inspections of work sites. Copies of the dump receipts, plant or tree receipts if applicable will be attached to the monthly report forms, and invoices. A 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.



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

C27 C61/D49

05/31/2015

www.csib.ca.gov



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Landscape Contractors (Lic#0755906) Insurance Services, Inc. 1835 N. Fine Avenue Fresno CA 93727	CONTACT NAME: Victoria Mitchell PHONE (A/C No. Ext): (559) 650-3555 FAX (A/C No.): (559) 650-3555 E-MAIL ADDRESS: vanderson@lcisinc.com
INSURED J. Orozco Enterprises, Inc., DBA: Orozco Landscape And Tree Co. 1419 East End Avenue Pomona CA 91766	INSURER(S) AFFORDING COVERAGE INSURER A: ARCH Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 14/15 Pkg & Auto REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		LCPKG0102606	11/4/2014	11/4/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 100,000
	<input checked="" type="checkbox"/> \$1,000 Pd Ded						PERSONAL & ADV INJURY \$ 1,000,000
A	GEN'L AGGREGATE LIMIT APPLIES PER	X		LCPKG0102606	11/4/2014	11/4/2015	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						BODILY INJURY (Per person) \$ 1,000,000
	<input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		LCPKG0102606	11/4/2014	11/4/2015	BODILY INJURY (Per accident) \$ 1,000,000
	UMBRELLA LIAB						PROPERTY DAMAGE (Per accident) \$ 1,000,000
	EXCESS LIAB						Underinsured motorist \$ 1,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A					AGGREGATE \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						WC STATUTORY LIMITS \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						OTH-ER \$ 1,000,000
							E L EACH ACCIDENT \$ 1,000,000
							E L DISEASE - EA EMPLOYEE \$ 1,000,000
							E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Landscape Maintenance Services West Area (2014 - PA020)

Primary Insurance/Non Contributory Blanket Additional insured - per attached 00GL0434000108 & 00GL0545000512 and CA20480299

County of Los Angeles its special district, its officials, officers, and employees (Excluding Professional Liability) are named as additional insured This revises certificate dated 10-23-2014

CERTIFICATE HOLDER

County of Los Angeles Department
of Public Works
Administrative Services Section 9th
PO Box 1460
Alhambra, CA 91802

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE

V Mitchell/HRODEL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS
(FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

County of Los Angeles its special district, its officials, officers, and employees (Excluding Professional Liability)
Primary Insurance: Such Insurance as is afforded by this endorsement for the additional insured shall apply as primary insurance. Any other Insurance maintained by the additional insured shall be excess only and not contributory with the insurance afforded by this endorsement with regards to work performed by or on behalf of the named insured with respects to landscape service performed @ andscape Maintenance Services West Area (2014 - PA020)

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule (hereafter Additional Insured), but only with respect to liability arising out of "your work" for the Additional Insured by or for you. This insurance does not apply to liability of the Additional Insured for claims or "suits" arising out of construction defects or faulty workmanship to the extent that such claims or "suits" arise out of, pertain to, or relate to the negligence of the Additional Insured or its other agents, servants, or independent contractors who are responsible to the Additional Insured, or for defects in design furnished by those persons, or to the extent the claims or "suits" do not arise out of, pertain to, or relate to the scope of "your work" for that Additional Insured by or for you. With regard to such non-covered claims or "suits", or portions thereof, we shall have no duty to defend the Additional Insured nor shall we have the obligation to pay or reimburse the Additional Insured for any costs or fees incurred or paid to defend the Additional Insured.

All other terms and conditions of the Policy remain unchanged

Endorsement Number: N/A

Policy Number: LCPKG0102606

Named Insured: J. Orozco Enterprises, Inc.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein

Endorsement Effective Date: 10-31-2014

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY.**

BLANKET ADDITIONAL INSURED PROTECTION ENDORSEMENT

This endorsement modifies insurance provided under the following.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- 1. SECTION II - WHO IS AN INSURED** is amended to include as an insured any organization or person required to be named as an additional insured pursuant to a written contract or agreement

The insurance provided by this endorsement is subject to the following

- a. This insurance does not apply to any person or organization not specifically approved by us as an additional insured.
- b. Any insurance afforded an additional insured under this endorsement shall not begin before the date that the person or organization is approved by us as an additional insured.
- c. The Limits of Insurance under this insurance, which are listed in the Declarations of this policy, shall not be increased, regardless of the number of additional insureds, or the limits specified in the contract or agreement.
- d. Any coverage that is not provided under an additional insured's liability insurance policy for your acts, errors, or omissions is also not provided under this insurance.
- e. With respects to the additional insured, this insurance does not apply to 1. "Property Damage" to "your product" arising out of it or any part of it 2. "Property Damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard" 3. Liability for "Property Damage" or "Bodily Injury" for acts, errors, omissions of an additional insured.
- f. If required under written contract, this insurance will apply to an additional insured as primary insurance and other insurance which may be available to such additional insured shall apply on an excess basis.
- g. If required by a written contract, we waive our right to recovery against any additional insured because of payments we make for injury or damage arising out of your ongoing operations, or "your work" done under a contract with that additional insured and included in the "products completed operations hazard".

All other terms and conditions of this Policy remain unchanged

Endorsement Number N/A

Policy Number 102222

Named Insured J. Orozco Enterprises, Inc

This endorsement is effective on the inception date of this policy unless otherwise stated here in

Endorsement Effective Date 11/04/2014

VB

POLICY NUMBER: LCPKG0102606
NAMED INSURED J. Orozco Enterprises, Inc., DBA Orozco Landscape And Tree Co.

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DESIGNATED INSURED

This endorsement modifies insurance provided under the following

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This Endorsement changes the policy effective on the inception date of the policy unless another date is indicated below

Endorsement Effective 11/04/2014	Countersigned By: <i>Kim Ayala</i>
Named Insured: J. Orozco Enterprises, Inc., DBA: Orozco Landscape And Tree Co.	(Authorized Representative)

SCHEDULE

Name of Person (s) or Organization (s): County of Los Angeles its Special district, its officials, officers, and employees (excluding professional Liability) With respects to all landscape operations performed @ Landscape Maintenance Services West Area (2014 - PA020)

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/25/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Landscape Contractors (Lic#0755906) Insurance Services, Inc. 1835 N. Fine Avenue Fresno CA 93727	CONTACT NAME: Victoria Mitchell PHONE (A/C No. Ext.): (559) 650-3555 FAX (A/C No.): (559) 650-3555 E-MAIL: vanderson@lcisinc.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: National Surety Corporation 21881 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED J Orozco Enterprises, Inc., DBA: Orozco Landscape And Tree Co. 1419 East End Avenue Pomona CA 91766	

COVERAGES CERTIFICATE NUMBER: 14-15 WC REVISION NUMBER:

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

INSR	TYPE OF INSURANCE	ADDL	SUBR	POLICY	POLICY	LIMITS
TR		INSR	WVD	NUMBER	EFF (MM/DD/YYYY)	EXP (MM/DD/YYYY)
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 81021270	6/18/2014	6/18/2015
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) RE: Landscape Maintenance Services West Area (2014 - PA020) ***** WC Waiver of Subrogation attached *****					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Landscape Maintenance Services West Area (2014 - PA020)
***** WC Waiver of Subrogation attached *****

CERTIFICATE HOLDER County of Los Angeles Department of Public Works Administrative Services Section 9th PO Box 1460 Alhambra, CA 91802	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS AUTHORIZED REPRESENTATIVE V Mitchell/KSAENZ
--	---

**Workers' Compensation and Employers' Liability Insurance Policy
Waiver of Our Right to Recover From Others Endorsement - California
WC 04 03 06**

If the following information is not complete, refer to the appropriate Schedule attached to the policy.

Insured J. Orozco Enterprises, Inc., DBA:
Orozco Landscape And Tree Co.

Policy Number WC 81021270

Producer National Surety Corporation

Effective Date 06-18-2014

Schedule

Person or Organization:

All entities that you perform work for under a written contract that requires that you waive your right to recover from others.

Job Description:

All work performed within the State of California.

Additional Premium %

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be the percentage, as shown in the Schedule applicable to this endorsement, of the California workers' compensation premium otherwise due on such remuneration.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

Sally P. Hays
Secretary

Andrew Torrance
President

VERIFICATION OF PROPOSAL

FORM PW-1

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.

Physical Address (NO P.O. BOX): 1419 S. East End Ave Pomona Ca 91766

Telephone No.: 909-623-8287

e-mail: carlos@orozcolandscape.com

Mobile No.:

County WebVen No.: 10125201

IRS No.: 33-0899734

Fax No.: 909-469-0634

7 Proposer's fictitious business name(s) or dba(s) (if any): Orozco Landscape and Tree Company

Business License No.: 780564

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 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.

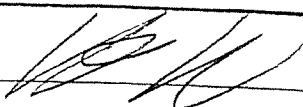
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ 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. Our 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
 Signature

1/5/15

Date

CONFLICT OF INTEREST CERTIFICATION

FORM PW-5

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.

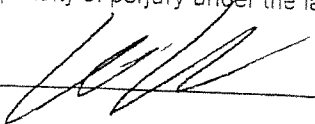
Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of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

FORM PW-8

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@mwadh2o.com jniedhamer@mwadh2o.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	

PROPOSER'S REFERENCE LIST

FORM PW-6

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	

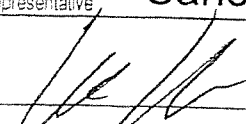
SERVICE:	SERVICE DATES:
AGENCY/FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	Orozco Landscape and Tree Company
Address	1419 S. East End Ave Pomona Ca 91766
Internal Revenue Service Employer Identification Number	33-0899734

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

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

Proposer	Orozco Landscape and Tree Company	
Authorized representative	Carlos Orozco, operations manager	
Signature		Date 12/16/14

LIST OF SUBCONTRACTORS

Proposer is required to complete the following. Any Subcontractors listed must be properly licensed under the laws of the State of California for the type of service that they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same service.

☒ Proposer in providing the requested services will not utilize Subcontractors. Proposer will perform all required services.

[illegible]

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:	Date:
	Operations Manager	1/5/15



County of Los Angeles
INTERNAL SERVICES DEPARTMENT
1100 North Eastern Avenue
Los Angeles, California 90063

TOM TINDALL
Director

Telephone (877) 669-CBES
FAX: (323) 881-1871

"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/ot

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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.

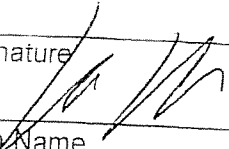
_____ YES (subject to verification by County) X NO

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

FORM PW-11

*A Solicitation Requirements Review must be received by the County
within ten business days of issuance of the solicitation document*

Proposer Name: <u>N/A</u>	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.)

n/a

Request submitted by: _____

(Name) _____ (Title) _____

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments: _____

Date Response sent to Proposer: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

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

33-0899734

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

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

CERTIFICATION

YES

NO

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

(x)

()

OR

YES

NO

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

()

(x)

Signature

12/16/14

Date

Carlos Orozco, Operations Manager
Name and Title (please type or print)

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

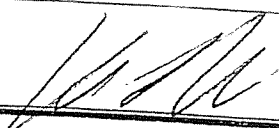
COMPANY NAME Orozco Landscape and Tree Company		
COMPANY ADDRESS 1419 S. East End Ave		
CITY Pomona	STATE CA	ZIP CODE 91766

☒ 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.

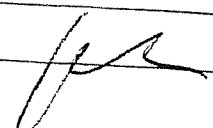
Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination 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

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) 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

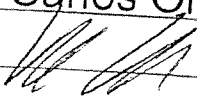
To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020 E or any Los Angeles County property tax obligation; AND

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	
								DEDICATED	Check one PRIMARY BACKUP
Brush Chipper	Vermeer	BC1500	2008	#3275	good	oper	yard		x
Brush Chipper	Vermeer	BC1500	2010	#4927	good	oper	yard	x	
Brush Chipper	Vermeer	BC1000	2010	#6797	good	oper	yard		
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	25GN24B	2008	#8344	good	oper	yard		x
Trailer	Big Tex	14' B1 V. 100	2007	#3540	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
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								DEDICATED	PRIMARY BACKUP
chainsaws	Echo	341	n/a	n/a	good	oper.	yard	x	
weeders	Tanaka				good	oper.	yard	x	
weeders	Echo	PAS265			good	oper.	yard		
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	
Chippers					good	oper.	yard	x	
Chippers					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
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								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	
Wheel Barrows	Echo				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
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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	Cadillac	Van 1443	2005	#909091	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
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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		
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	Peterbilt	379 Roll off	1997	#422770	good	oper.	yard		
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		
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

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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								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	#168068	good	oper.	yard		x
50 yard container	n/a	n/a	n/a	n/a	good	oper.	yard		x
40 yard container	n/a	n/a	n/a	n/a	good	oper.	yard		x
40 yard container	n/a	n/a	n/a	n/a	good	oper.	yard	x	
40 yard container	n/a	n/a	n/a	n/a	good	oper.	yard	x	
20 yard container	n/a	n/a	n/a	n/a	good	oper.	yard		x
Trailer	Aztec	trailer	n/a	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	Aztec	trailer	n/a	#J4733	good	oper.	yard		x
Trailer	Aztec	trailer	n/a	n/a	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

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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
Dump Truck	GMC	Sierra	2014	#7718	excellent	oper	yard		x
Truck	GMC	Sierra	2014	#4941	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	#21790	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 flat mower	Bobcat	E45	2014	#1355	excellent	oper	yard		x
Compact Loader	Boxer	532	2014	#3788	excellent	oper	yard		x

FORM PW-20

**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. DBA Orozco Landscape	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, Suburban, the East and West Maintenance Areas & soft ball, Cleaning South Area	6-34

*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.

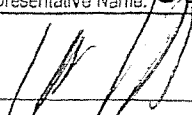
☒ Yes. Please complete the chart below.

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

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 Number (if any) /	
Contract Dollar Amount /			

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

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

FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

- ☐ My business is subject to a bona fide Collective Bargaining Agreement (*you must attach the agreement*) AND
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; OR
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program 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 <div style="text-align: center; margin-top: 10px;">Not Applicable</div>	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

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 the 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

FORM LW-2

**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 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.

P:\AS\PUB\CONTRACT\CONTRACTING FORMS\IRFP\TOF-PROPA-10-2-06 DOCDOC PW Rev 12/2/03

GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

FORM LW-3

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

Assessment Criteria

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

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

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

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

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.**

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>1. 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>REPORTING TIME</p> <p>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>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</u> (Please blank out any personal information).</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>



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: _____



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 #

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

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)</p> <p>1. If records of actual time worked are not used to create payroll, what is the source document that is used?</p> <p>2. Who prepares and who checks the source document?</p> <p>3. Does the employee sign it?</p> <p>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>BREAKS</p> <p>1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?</p> <p>2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?</p> <p>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>5.1 Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.</p> <p>5.2 How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?</p> <p>5.3 If by check, do they receive a single check for straight time and overtime or are separate payments made?</p> <p>5.4 What information is provided on the check (e.g., deductions for taxes, etc.)?</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>5.5 <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>6.2 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>

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

PAY TO THE
ORDER OF

12/19/2014

Four Hundred Sixty-Two and 10/100***** \$462.10

DOLLARS

MEMO

Pay Period: 12/06/2014 - 12/12/2014

OROZCO LANDSCAPE AND TREE CO.

Employee

Earnings and Hours
Hourly 40.00 Rate 14.00 Current 560.00 YTD Amount 20,944.00
Sick Hourly Rate 0.00 1,120.00
Holiday Hourly Pay 0.00 672.00
Taxes 560.00 22,736.00
Medicare Employee Adtl 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
Net Pay -97.90 -3,938.68
Paid Time Off 462.10 18,797.32
Sick 0.00 0.00
Vacation 80.00 96.00
Available 12.00

SSN

Status (Fed/State)
Married/Married (one income)

Pay Period 12/06/2014 - 12/12/2014

Allowances/Extra
Fed-00/CA-00

Pay Date 12/19/2014

OROZCO LANDSCAPE AND TREE CO 1419 S. EAST END AVE POMONA CA 91766 (909) 623-8287 FAX (909) 469-0834 J. OROZCO/CONTINENTAL RESOURCES INC

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

QUESTION	
<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 a 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 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 a employee list form. The office staff will document how many County living wage hourly 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 each hourly pay rate (i.e. 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 (from 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>

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

TRAVEL TIME

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

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.

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.

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.

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 County 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

OVERTIME

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

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 pay. 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.

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.

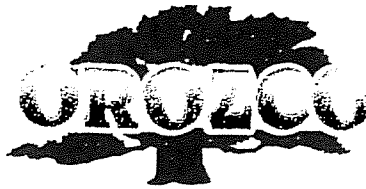
If the employee works four hours at a non-county job-site then travels one hour to a County Living Wage contract job-site and works four hours, then the employee will be paid four hours at his regular hourly rate of pay, and four hours at his Living Wage hourly rate of pay. Assuming the employee has worked 40 hours this week of this occurrence, then one hour will be paid at the employees Living Wage hourly overtime pay.

Print Name: Carlos Orozco

Company: J. Orozco Enterprises, Inc.

Date:

1/5/15



Landscape and Tree Company

"There is no additional information Orozco Landscape and Tree Company wish to present"

Thank you.

SCHEDULE OF PRICES
FOR

LANDSCAPE MAINTENANCE SERVICES FOR RIO HONDO AND SAN GABRIEL COASTAL SPREADING GROUNDS AND
RIO HONDO CHANNEL (BRC0000286)

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.

NOTES:

Dump Fees: Public Works will reimburse all dumping fees upon request and verification of the paid fees, no mark-up will be allowed. Public Works will not pay for labor and transportation of debris to the dumpsite.

Fertilizer and Mulch: If fertilizer or mulch is needed during the regular maintenance of the sites, it is the responsibility of the Contractor to provide them; however, if fertilizer or mulch is required during the On-Call work, Public Works will pay for them. Public Works will reimburse the Contractor for the price of fertilizer or mulch, upon request and verification of the paid fees, no mark-up will be allowed. Public Works will not pay for labor and transportation of fertilizer and mulch to the sites.

Chemical Weed Control: The Contractor shall not use chemical weed control at this time and be mindful of this when providing prices for all items below.

On-Call Service Items: If on-call services are required after normal working hours (referenced in Section E of the Scope of Work, Exhibit A.1), a 4-hour minimum will apply to Items 10.a through 10.g.

ITEM	TASK	(a) Total Area (Acres)	(b) Monthly Price Per Acre	(c) No. of Months	Annual Proposed Price (a x b x c)
1	Rio Hondo Coastal Basin Spreading Grounds and Rio Hondo Channel (Items include all work described in Sections E.1 - E.9 in Scope of Work, Exhibit A.1)	59	\$ 575.00	12	\$ 407,100.00
	San Gabriel Coastal Basin Spreading Grounds (Items include all work described in Sections E.1 - E.9 in Scope of Work, Exhibit A.1)	8	\$ 600.00	12	\$ 57,600.00
	Annual Proposed Price for Item 1				\$ \$464,700.00

ITEM	On-Call Service Items (Only to be performed with Public Works' prior approval)	Units	(a) Price Per Person Per Unit ⁽¹⁾	(b) Estimated No. of Units	Annual Proposed Price (a x b)
2.a	Manual operation of irrigation system (Item E.10.a of Exhibit A.1)	Hourly	\$35.00	120	\$4,200.00
2.b	Irrigation system repairs and replacement (Item E.10.b of Exhibit A.1)	Hourly	\$ 32.00	300	\$9,600.00
2.c	After-hour emergency water shut-off (Item E.10.c of Exhibit A.1)	Each	\$ 50.00	50	\$2,500.00
2.d	Vegetation, trash, debris, brush, ground cover, minor tree trimming/removal (Item E.10.d of Exhibit A.1)	Hourly	\$ 32.00	300	\$9,600.00
2.e	Major tree-trimming; tree, stump and root removal (Item E.10.e of Exhibit A.1)	Hourly	\$ 80.00	300	\$24,000.00

ITEM	On-Call Service Items (Only to be performed with Public Works' prior approval)	Units	(a)	(b)	Annual Proposed Price (a x b)
			Price Per Person Per Unit ⁽¹⁾	Estimated No. of Units	
2.f	Replant trees, shrubs, ground cover, plants, etc. (Item E.10.f of Exhibit A.1)	Hourly	\$ 32.00	300	\$9,600.00
2.g	Additional irrigation system inspection (Item E.10.g of Exhibit A.1)	Hourly	\$ 32.00	120	\$3,840.00
Annual Proposed Price for Items 2.a through 2.g					\$ 63,340.00
(1) - Contractor must submit a single hourly rate, regardless of the number of crew members and their classifications required to perform the requested work. The Contractor will be paid based on the quoted hourly rate, times number of crew members, times number of hours.					
Total Annual Proposed Price for Items 1, 2.a through 2.g					\$ 528,040.00

LEGAL NAME OF BIDDER: J. Orozco Enterprises Inc, DBA Orozco Landscape and Tree Company		DATE: 11-12-2021	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID 			
TITLE OF AUTHORIZED PERSON: Operations Manager		E-MAIL: Carlos@Orozcolandscape.com	
Phone:	Office: 909-623-8287 Mobile: 909-623-8287	CONTRACTOR'S STATE LICENSE NUMBER: 780564	LICENSE TYPE: C27 C61/D49
BIDDER'S ADDRESS: 1419 S. East End Ave, Pomona, CA 91766			

SCHEDULE OF PRICES
FOR

LANDSCAPE MAINTENANCE SERVICES FOR RIO HONDO AND SAN GABRIEL COASTAL SPREADING GROUNDS
AND RIO HONDO CHANNEL (BRC0000286)

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.

NOTES:

Dump Fees: Public Works will reimburse all dumping fees upon request and verification of the paid fees, no mark-up will be allowed. Public Works will not pay for labor and transportation of debris to the dumpsite.

Fertilizer and Mulch: If fertilizer or mulch is needed during the regular maintenance of the sites, it is the responsibility of the Contractor to provide them; however, if fertilizer or mulch is required during the On-Call work, Public Works will pay for them. Public Works will reimburse the Contractor for the price of fertilizer or mulch, upon request and verification of the paid fees, no mark-up will be allowed. Public Works will not pay for labor and transportation of fertilizer and mulch to the sites.

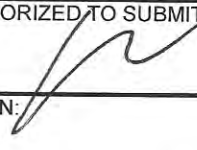
Chemical Weed Control: The Contractor shall not use chemical weed control at this time and be mindful of this when providing prices for all items below.

On-Call Service Items: If on-call services are required after normal working hours (referenced in Section E of the Scope of Work, Exhibit A.1), a 4-hour minimum will apply to Items 10.a through 10.g.

ITEM	TASK	(a)	(b)	(c)	Annual Proposed Price (a x b x c)
		Total Area (Acres)	Monthly Price Per Acre	No. of Months	
1	Rio Hondo Coastal Basin Spreading Grounds and Rio Hondo Channel (Items include all work described in Sections E.1 - E.9 in Scope of Work, Exhibit A.1)	59	\$ 644.00	12	\$ 455,952.00
	San Gabriel Coastal Basin Spreading Grounds (Items include all work described in Sections E.1 - E.9 in Scope of Work, Exhibit A.1)	8	\$ 672.00	12	\$ 64,512.00
	Annual Proposed Price for Item 1				\$ 520,464.00

ITEM	On-Call Service Items (Only to be performed with Public Works' prior approval)	Units	(a)	(b)	Annual Proposed Price (a x b)
			Price Per Person Per Unit ⁽¹⁾	Estimated No. of Units	
2.a	Manual operation of irrigation system (Item E.10.a of Exhibit A.1)	Hourly	\$ 37.80	120	\$4,536.00
2.b	Irrigation system repairs and replacement (Item E.10.b of Exhibit A.1)	Hourly	\$ 34.56	300	\$10,368.00
2.c	After-hour emergency water shut-off (Item E.10.c of Exhibit A.1)	Each	\$ 54.00	50	\$2,700.00
2.d	Vegetation, trash, debris, brush, ground cover, minor tree trimming/removal (Item E.10.d of Exhibit A.1)	Hourly	\$ 34.56	300	\$10,368.00
2.e	Major tree-trimming; tree, stump and root removal (Item E.10.e of Exhibit A.1)	Hourly	\$ 86.40	300	\$25,920.00

ITEM	On-Call Service Items (Only to be performed with Public Works' prior approval)	Units	(a)	(b)	Annual Proposed Price (a x b)
			Price Per Person Per Unit ⁽¹⁾	Estimated No. of Units	
2.f	Replant trees, shrubs, ground cover, plants, etc. (Item E.10.f of Exhibit A.1)	Hourly	\$ 34.56	300	\$10,368.00
2.g	Additional irrigation system inspection (Item E.10.g of Exhibit A.1)	Hourly	\$ 34.56	120	\$4,147.20
Annual Proposed Price for Items 2.a through 2.g					\$ 68,407.20
(1) - Contractor must submit a single hourly rate, regardless of the number of crew members and their classifications required to perform the requested work. The Contractor will be paid based on the quoted hourly rate, times number of crew members, times number of hours.					
Total Annual Proposed Price for Items 1, 2.a through 2.g					\$ 588,871.20

LEGAL NAME OF BIDDER: J. Orozco Enterprises Inc, DBA Orozco Landscape and Tree Company		DATE: 11-12-2021	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID 			
TITLE OF AUTHORIZED PERSON: Operations Manager		E-MAIL: Carlos@Orozcolandscape.com	
Phone:	Office: 909-623-8287 Mobile: 909-623-8287	CONTRACTOR'S STATE LICENSE NUMBER: 780564	LICENSE TYPE: C27 C61/D49
BIDDER'S ADDRESS: 1419 S. East End Ave, Pomona, CA 91766			

SCHEDULE OF PRICES
FOR

LANDSCAPE MAINTENANCE SERVICES FOR RIO HONDO AND SAN GABRIEL COASTAL SPREADING GROUNDS
AND RIO HONDO CHANNEL (BRC0000286)

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.

NOTES:

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Fertilizer and Mulch: If fertilizer or mulch is needed during the regular maintenance of the sites, it is the responsibility of the Contractor to provide them; however, if fertilizer or mulch is required during the On-Call work, Public Works will pay for them. Public Works will reimburse the Contractor for the price of fertilizer or mulch, upon request and verification of the paid fees, no mark-up will be allowed. Public Works will not pay for labor and transportation of fertilizer and mulch to the sites.

Chemical Weed Control: The Contractor shall not use chemical weed control at this time and be mindful of this when providing prices for all items below.

On-Call Service Items: If on-call services are required after normal working hours (referenced in Section E of the Scope of Work, Exhibit A.1), a 4-hour minimum will apply to Items 10.a through 10.g.

ITEM	TASK	(a)	(b)	(c)	Annual Proposed Price (a x b x c)
		Total Area (Acres)	Monthly Price Per Acre	No. of Months	
1	Rio Hondo Coastal Basin Spreading Grounds and Rio Hondo Channel (Items include all work described in Sections E.1 - E.9 in Scope of Work, Exhibit A.1)	59	\$ 721.28	12	\$ 510,666.24
	San Gabriel Coastal Basin Spreading Grounds (Items include all work described in Sections E.1 - E.9 in Scope of Work, Exhibit A.1)	8	\$ 752.64	12	\$ 72,253.44
	Annual Proposed Price for Item 1				\$ 582,919.68

ITEM	On-Call Service Items (Only to be performed with Public Works' prior approval)	Units	(a)	(b)	Annual Proposed Price (a x b)
			Price Per Person Per Unit ⁽¹⁾	Estimated No. of Units	
2.a	Manual operation of irrigation system (Item E.10.a of Exhibit A.1)	Hourly	\$ 40.82	120	\$4,898.40
2.b	Irrigation system repairs and replacement (Item E.10.b of Exhibit A.1)	Hourly	\$ 37.32	300	\$11,196.00
2.c	After-hour emergency water shut-off (Item E.10.c of Exhibit A.1)	Each	\$ 58.32	50	\$2,916.00
2.d	Vegetation, trash, debris, brush, ground cover, minor tree trimming/removal (Item E.10.d of Exhibit A.1)	Hourly	\$ 37.32	300	\$11,196.00
2.e	Major tree-trimming; tree, stump and root removal (Item E.10.e of Exhibit A.1)	Hourly	\$ 93.31	300	\$27,993.00

ITEM	On-Call Service Items (Only to be performed with Public Works' prior approval)	Units	(a)	(b)	Annual Proposed Price (a x b)
			Price Per Person Per Unit ⁽¹⁾	Estimated No. of Units	
2.f	Replant trees, shrubs, ground cover, plants, etc. (Item E.10.f of Exhibit A.1)	Hourly	\$ 37.32	300	\$11,196.00
2.g	Additional irrigation system inspection (Item E.10.g of Exhibit A.1)	Hourly	\$ 37.32	120	\$4,478.40
Annual Proposed Price for Items 2.a through 2.g					\$ 73,873.80
(1) - Contractor must submit a single hourly rate, regardless of the number of crew members and their classifications required to perform the requested work. The Contractor will be paid based on the quoted hourly rate, times number of crew members, times number of hours.					
Total Annual Proposed Price for Items 1, 2.a through 2.g					\$ 656,793.48

LEGAL NAME OF BIDDER: J. Orozco Enterprises Inc, DBA Orozco Landscape and Tree Company		DATE: 11-12-2021	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID 			
TITLE OF AUTHORIZED PERSON: Operations Manager		E-MAIL: Carlos@Orozcolandscape.com	
Phone:	Office: 909-623-8287 Mobile: 909-623-8287	CONTRACTOR'S STATE LICENSE NUMBER: 780564	LICENSE TYPE: C27 C61/D49
BIDDER'S ADDRESS: 1419 S. East End Ave, Pomona, CA 91766			

SCHEDULE OF PRICES
FOR

LANDSCAPE MAINTENANCE SERVICES FOR RIO HONDO AND SAN GABRIEL COASTAL SPREADING GROUNDS AND
RIO HONDO CHANNEL (BRC0000286)

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.

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On-Call Service Items: If on-call services are required after normal working hours (referenced in Section E of the Scope of Work, Exhibit A.1), a 4-hour minimum will apply to Items 10.a through 10.g.

ITEM	TASK	(a) Total Area (Acres)	(b) Monthly Price Per Acre	(c) No. of Months	Annual Proposed Price (a x b x c)
1	Rio Hondo Coastal Basin Spreading Grounds and Rio Hondo Channel (Items include all work described in Sections E.1 - E.9 in Scope of Work, Exhibit A.1)	59	\$ 807.83	12	\$ 571,943.64
	San Gabriel Coastal Basin Spreading Grounds (Items include all work described in Sections E.1 - E.9 in Scope of Work, Exhibit A.1)	8	\$ 842.96	12	\$ 80,924.16
	Annual Proposed Price for Item 1				\$ 652,867.80

ITEM	On-Call Service Items (Only to be performed with Public Works' prior approval)	Units	(a) Price Per Person Per Unit ⁽¹⁾	(b) Estimated No. of Units	Annual Proposed Price (a x b)
2.a	Manual operation of irrigation system (Item E.10.a of Exhibit A.1)	Hourly	\$ 44.09	120	\$5,290.80
2.b	Irrigation system repairs and replacement (Item E.10.b of Exhibit A.1)	Hourly	\$ 40.31	300	\$12,093.00
2.c	After-hour emergency water shut-off (Item E.10.c of Exhibit A.1)	Each	\$ 62.99	50	\$3,149.50
2.d	Vegetation, trash, debris, brush, ground cover, minor tree trimming/removal (Item E.10.d of Exhibit A.1)	Hourly	\$ 40.31	300	\$12,093.00
2.e	Major tree-trimming; tree, stump and root removal (Item E.10.e of Exhibit A.1)	Hourly	\$ 100.77	300	\$30,231.00

ITEM	On-Call Service Items (Only to be performed with Public Works' prior approval)	Units	(a)	(b)	Annual Proposed Price (a x b)
			Price Per Person Per Unit ⁽¹⁾	Estimated No. of Units	
2.f	Replant trees, shrubs, ground cover, plants, etc. (Item E.10.f of Exhibit A.1)	Hourly	\$ 40.31	300	\$12,093.00
2.g	Additional irrigation system inspection (Item E.10.g of Exhibit A.1)	Hourly	\$ 40.31	120	\$4,837.20
Annual Proposed Price for Items 2.a through 2.g					\$ 79,787.50
(1) - Contractor must submit a single hourly rate, regardless of the number of crew members and their classifications required to perform the requested work. The Contractor will be paid based on the quoted hourly rate, times number of crew members, times number of hours.					
Total Annual Proposed Price for Items 1, 2.a through 2.g					\$ 732,655.30

LEGAL NAME OF BIDDER:		DATE:	
J. Orozco Enterprises Inc, DBA Orozco Landscape and Tree Company		11-12-2021	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID			
TITLE OF AUTHORIZED PERSON:		E-MAIL:	
Operations Manager		Carlos@Orozcolandscape.com	
Phone:	Office: 909-623-8287	CONTRACTOR'S STATE LICENSE NUMBER:	LICENSE TYPE:
	Mobile: 909-623-8287	780564	C27 C61/D49
BIDDER'S ADDRESS:			
1419 S. East End Ave, Pomona, CA 91766			

SCHEDULE OF PRICES
FOR

LANDSCAPE MAINTENANCE SERVICES FOR RIO HONDO AND SAN GABRIEL COASTAL SPREADING GROUNDS
AND RIO HONDO CHANNEL (BRC0000286)

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.

NOTE: The total Annual Price for each Term (Initial Term through Option Year 3) must include the Annual Proposed Price of the On-Call Service Items.

	TERMS	TOTAL ANNUAL PRICE FOR EACH TERM
1	LANDSCAPE MAINTENANCE SERVICES FOR RIO HONDO AND SAN GABRIEL COASTAL SPREADING GROUNDS AND RIO HONDO CHANNEL – INITIAL TERM	\$528,040.00
2	LANDSCAPE MAINTENANCE SERVICES FOR RIO HONDO AND SAN GABRIEL COASTAL SPREADING GROUNDS AND RIO HONDO CHANNEL – OPTION YEAR 1	\$ 588,871.20
3	LANDSCAPE MAINTENANCE SERVICES FOR RIO HONDO AND SAN GABRIEL COASTAL SPREADING GROUNDS AND RIO HONDO CHANNEL – OPTION YEAR 2	\$ 656,793.48
4	LANDSCAPE MAINTENANCE SERVICES FOR RIO HONDO AND SAN GABRIEL COASTAL SPREADING GROUNDS AND RIO HONDO CHANNEL – OPTION YEAR 3	\$ 732,655.30
TOTAL PRICE FOR YEARS 1 THROUGH 4		\$ 2,506,359.98
AVERAGE TOTAL PRICE FOR YEARS 1 THROUGH 4 (TOTAL PRICE FOR YEARS 1 THROUGH 4 ÷ 4 YEARS)		\$ 626,590.00
LEGAL NAME OF BIDDER:		
J. Orozco Enterprises Inc, DBA Orozco Landscape and Tree Company		DATE: 11-12-2021
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID		
TITLE OF AUTHORIZED PERSON:		E-MAIL: Carlos@Orozcolandscape.com
Operations Manager		
Phone:	Office: 909-623-8287 Mobile: 909-623-8287	CONTRACTOR'S STATE LICENSE NUMBER: 780564
		LICENSE TYPE: C27 C61/D49
BIDDER'S ADDRESS:		
1419 S. East End Ave, Pomona, CA 91766		

LIST OF SUBCONTRACTORS

Proposer is required to complete the following. Any Subcontractors listed must be properly licensed under the laws of the State of California for the type of service that they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same service.

☒ Proposer in providing the requested services will not utilize Subcontractors. Proposer will perform all required services.

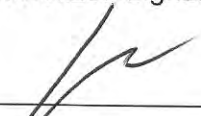
Name Under Which Subcontractor Is Licensed	License Number	Address	Specific Description of Subcontract Service

**FORM PW-8.1
(SUPPLEMENTAL)**

Certification as Minority, Women, Disadvantaged, Disabled Veteran, and Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning Business Enterprises: If any of your Subcontractors are currently certified as Minority, Women, Disadvantaged, Disabled Veteran, and Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning Business Enterprises by a public agency, complete the following and attach a copy of the proof of certification. All Subcontractors listed in the bid/proposal shall be listed below (make copy of this form, if necessary).

	Subcontractor Name	Local SBE	SBE	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning
1	N/A Our company will not be utilizing subcontractors for this project. Thank you.							
2								
3								
4								
5								
6								
7								
8								
9								
10								

Declaration: I declare under penalty of perjury under the laws of the State of California that the above information is true and accurate.

Print Name:	Authorized Signature	Title	Date
Carlos Orozco		Operations Manager	10-28-2021

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/ LGBTQQBE</u>	<u>PERCENTAGE OF BASE PRICE PROPOSAL</u>
N/A Our company will not be utilizing subcontractors for this project.Thank you.			

County of Los Angeles
Request for County's Preference Program Consideration and
Community Business Enterprises Firm/Organization Information Form

- I. **INSTRUCTIONS:** Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply.*

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

☒ Request for Local Small Business Enterprise (LSBE) Program Preference

- ☒ Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; **or**
☒ Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee sizes that meet the State's Department of General Services requirements; **and**
☒ Certified as a LSBE by the DCBA.

☐ Request for Social Enterprise (SE) Program Preference

- ☐ A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental, and/or human justice services; **and**
☐ Certified as a SE business by the DCBA.

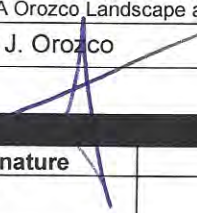
☐ Request for Disabled Veterans Business Enterprise (DVBE) Program Preference

- ☐ Certified by the State of California, **or**
☐ Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
☐ Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration; **and**
☐ Certified as a DVBE by the DCBA.

***BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

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

☒ DCBA certification is attached.

Name of Firm: J. Orozco Enterprises Inc, DBA Orozco Landscape and Tree Company	County WebVen No.: 101252		
Print Name: Jose J. Orozco	Title: President		
Signature: 	Date: 10-28-2021		
Reviewer's Signature	Approved	Disapproved	Date



LOS ANGELES COUNTY

CONSUMER & BUSINESS AFFAIRS

Board of Supervisors

July 26, 2021

Hilda L. Solis
First District

Holly J. Mitchell
Second District

Sheila Kuehl
Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District

Director
Rafael Carbajal

Chief of Staff
Joel Ayala

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

Vendor #: 101252

Certification

Record #: 090900

Dear JESSE 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 **June 30, 2023**.

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

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

**FORM PW-9.1
(SUPPLEMENTAL)**

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: 101252

- 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): 45						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino	1		2	2	35	3
Asian or Pacific Islander						
American Indian						
Filipino						
White					2	

- 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, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING(LGBTQQ)**

BUSINESS ENTERPRISES: If the firm is currently certified as a Community Based Enterprise (CBE) by a public agency, complete the table by entering the names of the certifying Agency and placing an "X" under the appropriate CBE designation (Minority, Women, Disadvantaged, Disabled Veteran or LGBTQQ). Enter all the CBE certifications held by the firm and attach a copy of your proof of certification.

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	LGBTQQ	Expiration Date
N/A						

- V. 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. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

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: President	Date: 10-28-2021
-----------------------	---------------------	---------------------

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 e-mail: GAINGROW@dpss.lacounty.gov and BSERVICES@wdacs.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	J. Orozco Enterprises Inc, DBA Orozco Landscape and Tree Company	Date	10-28-2021

TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

Proposers requesting a Solicitation Requirements Review must submit this form to the County within ten business days of issuance of the solicitation document

Proposer Name: <u>N/A</u>	Date of Request:
Solicitation Title:	Solicitation 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 supporting documentation)

Request submitted by:

(Name) (Title)

For County use only

Date Transmittal Received by County: _____	Date Solicitation Released: _____
Reviewed by: _____	

ZERO TOLERANCE HUMAN TRAFFICKING POLICY 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	
Solicitation/Contract for <u>Rio Hondo and San Gabriel Coastal Basin Spreading Grounds</u> Services and Rio Hondo Channel BRC0000286		

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Exhibit B, Section 1.OO, Compliance with County's Zero Tolerance Human Trafficking Policy, of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, 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: 10-28-2021

STATEMENT OF EQUIPMENT FORM
FOR

LANDSCAPE MAINTENANCE SERVICES FOR THE RIO HONDO AND SAN GABRIEL COASTAL BASIN SPREADING GROUNDS
AND RIO HONDO CHANNEL (BRC0000286)

BIDDER'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
Truck	Chevrolet	Colorado	2017	166	Excellent	Operational		Yard	✓	
Truck	Chevrolet	Colorado	2009	944	Excellent	Operational		Yard		✓
Dump Truck	GMC	5500	2009	659	Good	Operational		Yard	✓	
Dump Truck	Chevrolet	-----	2006	559	Good	Operational		Yard	✓	
Dump Truck	GMC	-----	2015	359	Excellent	Operational		Yard		✓
Box Truck	GMC	-----	2005	517	Good	Operational		Yard	✓	
Roll Off Truck	Peterbuilt	-----	2018	000	Excellent	Operational		Yard		✓
Trailer	Big Tex	-----	2016	803	Excellent	Operational		Yard		✓
Trailer	Big Tex	-----	2008	344	Good	Operational		Yard		✓
Chipper Truck	Freightliner	-----	2020	853	Excellent	Operational		Yard		✓
Brush Chipper	Vermeer	-----	2018	190	Excellent	Operational		Yard		✓
Bucket Truck	Freightliner	-----	2019	611	Excellent	Operational		Yard		✓
Box Truck	Isuzu	-----	2011	320	Good	Operational		Yard	✓	
Stump Grinder	Vermeer	-----	2018	114	Excellent	Operational		Yard		✓
Chainsaw	---	-----	-----	-----	Excellent	Operational		Yard	✓	
Chainsaw	---	-----	-----	-----	Excellent	Operational		Yard	✓	
Chainsaw	---	-----	-----	-----	Excellent	Operational		Yard	✓	

51

STATEMENT OF EQUIPMENT FORM
FOR

LANDSCAPE MAINTENANCE SERVICES FOR THE RIO HONDO AND SAN GABRIEL COASTAL BASIN SPREADING GROUNDS
AND RIO HONDO CHANNEL (BRC0000286)

BIDDER'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
Chainsaw	----	----	----	----	Excellent	Operational		Yard	✓	
Backpack blower	Husqvarna	550IBTX	----	----	Excellent	Operational		Yard	✓	
Backpack blower	Husqvarna	550IBTX	----	----	Excellent	Operational		Yard	✓	
Backpack blower	Husqvarna	550IBTX	----	----	Excellent	Operational		Yard	✓	
Weed Eater	Husqvarna	520ILX	----	----	Excellent	Operational		Yard	✓	
Weed Eater	Husqvarna	520ILX	----	----	Excellent	Operational		Yard	✓	
Weed Eater	Husqvarna	520ILX	----	----	Excellent	Operational		Yard	✓	
Pole Hedge Trimmer	Husqvarna	520IHE3	----	----	Excellent	Operational		Yard	✓	
Pole Hedge Trimmer	Husqvarna	520IHE3	----	----	Excellent	Operational		Yard	✓	
Power Telesc. H Trimmer	Husqvarna	520IHT4	----	----	Excellent	Operational		Yard	✓	
Miscellaneous Clean up tools (tarps, shovels, brooms, etc.)					Excellent	Operational		Yard	✓	
Miscellaneous battery powered Hand Tools					Excellent	Operational		Yard	✓	
Miscellaneous PPE and Safety Equipment					Excellent	Operational		Yard	✓	

**BIDDER'S COMPLIANCE WITH THE MINIMUM MANDATORY REQUIREMENTS OF THE IFB
LANDSCAPE MAINTENANCE SERVICES FOR THE RIO HONDO AND SAN GABRIEL COASTAL
BASIN SPREADING GROUNDS AND RIO HONDO CHANNEL (BRC0000286)**

BIDDER MUST CHECK A BOX IN EVERY SECTION

Important Note: The information on this form is subject to verification. Bidder may submit additional documentation in their Bid to supplement this Form PW-19.1.

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

(Please note: Subcontractors are not allowed for these services except for the use of services of an Arborist and/or Horticulturist; Pest Control Advisor; and/or Qualified Applicator.)

- 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. **Subcontracting is not allowed to meet this requirement.**

Bidder's Name	Dates of Experience (Mo/Yrs. to Mo/Yrs.)	Description of Services/Experience Please provide a detailed narrative of Bidder's experience in your Invitation for Bids to validate this minimum mandatory requirement. <u>The Bid may be disqualified, if incomplete or unresponsive statements are made.</u>	Page No.*
Orozco Landscape and Tree Company	03 / 2000	Our Company has over 20 years of experience providing commercial landscape maintenance and grounds maintenance within contract guidelines with professionalism, integrity, and continuing to provide an aesthetically pleasing look to our customers landscape. Our company has provided landscape maintenance services for the County of Los Angeles Department of Public Works and County of Los Angeles Internal Services Department. Our company provides landscape services to include but are not limited to: mowing, blowing, edging, debris and trash clean up, irrigation maintenance and repairs, weed abatement, tree and shrub maintenance, and maintenance of native and non-native plants.	22- 23
	TO		
	11 / 2021 (Present)		

*List the page number in the Bid containing the Bidder's experience providing landscape maintenance services. (Please attach additional pages, if needed.)

- ☒ Yes. Bidder does meet the experience requirement stated above.

**Orozco
Landscape
and Tree Co.**

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

Experience

- Orozco Landscape and Tree Company was formed in 1999 and incorporated in March 2000.
- Our company has over 21 years of experience in the commercial landscape maintenance industry including but not limited to: mowing, blowing, edging, weed abatement, tree, shrub, & turf maintenance, tree trimming and pruning, irrigation repair and installation, pest control, debris and trash removal, and trash and doggie trash bag removal and replacement. Our company has experience in grounds maintenance, medians maintenance, slope maintenance, etc.
- Orozco Landscape and Tree Company provides commercial landscape maintenance in the San Bernardino, Riverside, Orange, Los Angeles, and Ventura Counties.
- Orozco Landscape and Tree Company has provided services for Verizon, Metropolitan Water District, County of Los Angeles Department of Public Works (PW), County of Los Angeles Internal Services Department (ISD) and Caltrans.
- Orozco Landscape values teamwork and professionalism; currently we have over 40 reliable full-time reliable employees.
- Orozco Landscape and Tree Company manages a thorough hiring process; accordingly providing our company with employees that have previous experience in the landscape, grounds, and tree maintenance industry. Our employees also have labor, irrigation, weed abatement, tree pruning and trimming experience.
- Orozco Landscape has procured contract awards from the County of Los Angeles multiple times in past and present years to include the Department of Public Works (PW) and Internal Services Department (ISD). Our company is fully cognizant of the procedures, regulations, specifications, and high professional standards associated with providing services to the County as well as other clientele. Our company has provided and completed multiple awarded contracts to the satisfaction of the County over the years to include landscape maintenance contracts, On-Call Channel Right-of-Way Clearing, and Soft-bottom Channel Clearing. Orozco Landscape has provided all labor, vehicles, equipment, and materials for the completion of the work as defined in the contract requirements.
- Orozco Landscape and Tree Company has the vehicular, personnel, and financial power to complete awarded contracts to our clients' requirements and satisfaction.
- Our Company has implemented standard safety practices, quality control, Best Management Practices (BMP's), an active Injury and Illness Prevention Program (IIPP), and other active safety programs into our daily operations to promote a safe work environment. Our management staff provide weekly tailgate safety meetings to instill company policies, safety procedures, safe equipment usage, and safe Personal Protective Equipment (PPE). Orozco Landscape believes that continuing to instill these practices and being up to date in the evolving landscape maintenance industry has helped to promote knowledgeable staff and continues our success in providing a safe environment for our clients and staff.

Certifications

- Maintenance Gardener Pest Control Business License
- Contractors State License C27 C61/ D49
- Waste Collector permit
- Director of Industrial Relations (DIR) registered Public Works Contractor

Please continue to Page 2 for References



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

Page 2:

Orozco Landscape and Tree Company References

- Metropolitan Water District of Southern California (MWD)

Our company provides landscape maintenance services on a weekly basis to various MWD locations including but not limited to mowing, blowing, edging, plant and shrub trimming, weed removal, and trash pickup and disposal.

- Los Angeles County Department of Public Works- Hansen Yard

Our company has provided Channel Right-of-Way Clearing in various channel Right-of-Way in the west maintenance area for the upcoming storm season. The scope includes but is not limited to mowing, blowing, shrub, plant, and vegetation trimming, debris pickup and disposal.

- Los Angeles County Department of Public Works- West Landscape Maintenance Services

Our company provides landscape and grounds maintenance services for various locations throughout the County of Los Angeles in the West maintenance area. The scope includes but is not limited to mowing, blowing, edging, and includes the maintenance of shrubs, vines, ornamental grasses, groundcovers, and other vegetation. The scope also includes weed control in landscaped areas to include stone, mulch, decomposed granite, paved areas, and stream and pond areas, and includes debris and litter pickup and disposal, and includes irrigation system maintenance repairs and replacements.

- Verizon Wireless Southern California MTSO Sites

Our company has provided weekly landscape maintenance services to Verizon Wireless Southern California MTSO sites since 1999. We provide landscape maintenance, grounds maintenance, and slope maintenance to these sites. The scope includes but is not limited to mowing, blowing, edging, plant, shrub, and tree trimming, plant, shrub, and tree planting, mulch installation, irrigation repairs and maintenance, and weed abatement.



**BIDDER'S COMPLIANCE WITH THE MINIMUM MANDATORY REQUIREMENTS OF THE IFB
LANDSCAPE MAINTENANCE SERVICES FOR THE RIO HONDO AND SAN GABRIEL COASTAL
BASIN SPREADING GROUNDS AND RIO HONDO CHANNEL (BRC0000286)**

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

3. Bidder must submit a copy of valid and active State Contractor's Class C-27, Landscaping Contractor License. **Subcontracting is not allowed to meet this requirement.**

☒ Yes. Bidder has submitted a copy of valid and active State Contractor's Class C-27, Landscaping Contractor License. Please complete the chart below.

Type of License	License No.	Name of License Holder	Valid/Active Dates	Page No.*
C27 C61/D49	780564	J. Orozco Enterprises Inc, DBA Orozco Landscape and Tree Company	Expires 5/31/2023 then renews	25

*List the page number in the Bid containing the copy of Bidder's valid and active State Contractor's Class C-27, Landscaping Contractor License. (Please attach additional pages, if needed.)

☐ No. Bidder **does not** have the license as stated above. **By checking this box, your Bid Submission will be immediately disqualified as nonresponsive.**

4. Bidder and/or Subcontractor(s), if any, must submit a copy of valid and active arborist and/or horticulturist certification.

☒ Yes. Bidder and/or its Subcontractor(s), if any, submitted a copy of valid and active arborist and/or horticulturist certification. Please complete the chart below.

Type of Certification	Certification No.	Name of Certification Holder	Valid/Active Dates	Subcontractor	Page No.*
ISA Certified Arborist	WE-9882A	Carlos Orozco	Expires 12/31/2021 then renews	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	26
				<input type="checkbox"/> Yes <input type="checkbox"/> No	



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **780564**

Entity **CORP**

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

Classification(s) **C27 C61/D49**

Expiration Date **05/31/2023**

www.cslb.ca.gov



Director of Credentialing Services



Carlos Orozco
WE-9882A

ISA Certified Arborist®
ISA Tree Risk Assessment Qualified

Expiration
31 Dec 2021
31 Dec 2026

**BIDDER'S COMPLIANCE WITH THE MINIMUM MANDATORY REQUIREMENTS OF THE IFB
LANDSCAPE MAINTENANCE SERVICES FOR THE RIO HONDO AND SAN GABRIEL COASTAL
BASIN SPREADING GROUNDS AND RIO HONDO CHANNEL (BRC0000286)**

*List the page number in the Bid containing the copy of Bidder's and/or Subcontractor(s), if any valid and active arborist and/or horticulturist certification. (Please attach additional pages, if needed.)

- ☐ No. Bidder and/or Subcontractor(s), if any, do not have the certification as stated above. **By checking this box, your Bid Submission will be immediately disqualified as nonresponsive.**

5. Bidder and/or Subcontractor(s), if any, must submit a copy of valid and active State of California Department of Pesticide Regulation Pest Control Business license.

- ☒ Yes. Bidder and/or its Subcontractor(s), if any, submitted a copy of valid and active State of California Department of Pesticide Regulation Pest Control Business license. Please complete the chart below.

Type of License	License No.	Name of License Holder	Valid/Active Dates	Subcontractor	Page No.*
Maintenance Gardener Pest Control License	35887	Orozco Landscape and Tree Company	Expires 12/31/2021 then renews	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	28
				<input type="checkbox"/> Yes <input type="checkbox"/> No	

*List the page number in the Bid containing the copy of Bidder's and/or Subcontractor(s), if any, valid and active State of California Department of Pesticide Regulation Pest Control Business license. (Please attach additional pages, if needed.)

- ☐ No. Bidder and/or Subcontractor(s), if any, do not have the license as stated above. **By checking this box, your Bid Submission will be immediately disqualified as nonresponsive.**

THIS SECTION IS INTENTIONALLY LEFT BLANK



CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

**1001 I STREET
SACRAMENTO, CALIFORNIA 95814**

**ISSUED: January 01, 2020
EXPIRES: December 31, 2021**

**Maintenance Gardener Pest Cont
LICENSE
LICENSE NO. 35887**

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

Mailing Address

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

Business Location

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

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

**BIDDER'S COMPLIANCE WITH THE MINIMUM MANDATORY REQUIREMENTS OF THE IFB
LANDSCAPE MAINTENANCE SERVICES FOR THE RIO HONDO AND SAN GABRIEL COASTAL
BASIN SPREADING GROUNDS AND RIO HONDO CHANNEL (BRC0000286)**

6. Bidder and/or Subcontractor(s), if any, must submit a copy of valid and active State of California Qualified Applicator license.

☒ Yes. Bidder and/or its Subcontractor(s), if any, submitted a copy of valid and active State of California Qualified Applicator license. Please complete the chart below.

Type of License	License No.	Name of License Holder	Valid/Active Dates	Subcontractor	Page No.*
Qualified Applicator License	120688	Carlos Orozco	Expires 12/31/2021 then renews	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	30
				<input type="checkbox"/> Yes <input type="checkbox"/> No	

*List the page number in the Bid containing the copy of Bidder's and/or Subcontractor(s), if any, valid and active State of California Qualified Applicator license. (Please attach additional pages, if needed.)

☐ No. Bidder and/or Subcontractor(s), if any, do not have the license as stated above. **By checking this box, your Bid Submission will be immediately disqualified as nonresponsive.**

7. Bidder and/or Subcontractor(s), if any, must submit a copy of a valid and active Waste Collector Permit issued by the County Department of Public Health (DPH). Bidders and/or Subcontractor(s) who do not possess the permits at the Bid deadline date may submit other forms of verification including, but not limited to, a copy of Department of Public Health's invoice to Bidder and/or Subcontractor(s) for permit fees along with a copy of proof of payment such as a cashier check, money order, or cancelled check (transpired beyond 5 days).

☒ Yes. Bidder and/or Subcontractor(s), if any, have submitted a copy of a valid and active Waste Collector Permit issued by the County (DPH). Please complete the chart below.

Permit No.	Name of the Permit Holder	Valid/Active Dates	Subcontractor	Page No.*
PR0157362	J. Orozco Enterprises Inc.	Expires 12/31/2021 then renews	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	31
			<input type="checkbox"/> Yes <input type="checkbox"/> No	



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM

QAL

QUALIFIED APPLICATOR LICENSE



LICENSE #: 120688

Categories: ABCDF

EXPIRES: 12/31/2021

Issued: 1/1/2020

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.



COUNTY OF LOS ANGELES

Public Health

THIS PERMIT MUST BE CONSPICUOUSLY DISPLAYED ON THE PREMISES

PUBLIC HEALTH PERMIT
Valid Until 12/31/2021

PR Number: PR0157362
Program ID: OROZCO LANDSCAPE AND TREE CO.
Description: WASTE COLLECTOR YARD

Facility Owner - Mail Address
J. OROZCO ENTERPRISES, INC
1419 S EAST END AVE
POMONA, CA 91766

SW1

Facility Location
OROZCO LANDSCAPE AND
TREE CO.
1419 S EAST END AVE
POMONA, CA 91766



**BIDDER'S COMPLIANCE WITH THE MINIMUM MANDATORY REQUIREMENTS OF THE IFB
LANDSCAPE MAINTENANCE SERVICES FOR THE RIO HONDO AND SAN GABRIEL COASTAL
BASIN SPREADING GROUNDS AND RIO HONDO CHANNEL (BRC0000286)**

*List the page number in the Bid containing the copy of Bidder's and/or Subcontractor(s), if any, valid and active Waste Collector Permit issued by DPH. (Please attach additional pages, if needed.)

- ☐ Bidder and/or Subcontractor(s), if any, do not currently have valid and active Waste Collector Permit; however, Bidder and/or Subcontractor(s) have submitted a copy of the DPH's receipt and invoice to Bidder and/or Subcontractor, if any, for permit fees.

DPH Invoice No.: _____ Invoice Date: _____

DPH Invoice No.: _____ Invoice Date: _____

- ☐ No. Bidder and/or Subcontractor(s), if any, do not have the permit as stated above. **By checking this box, your Bid Submission will be immediately disqualified as nonresponsive.**

8. Bidder and its Subcontractor(s), if any, performing prevailing wage work, 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 and its Subcontractor(s), if any, have submitted proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. Please complete the chart below.

Name of Registration Holder	Registration No.	Registration Dates	Expiration Dates	Subcontractor	Page No.*
J. Orozco Enterprises Inc. DBA Orozco Landscape and Tree Company	1000017052	7/1/2021	6/30/2024	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	33
				<input type="checkbox"/> Yes <input type="checkbox"/> No	

*List the page number in the Bid containing the copy of Bidder's and Subcontractor(s), if any, State of California Department of Industrial Relations Public Works Contractor Registration. (Please attach additional pages, if needed.)

- ☐ No. Bidder and its Subcontractor(s), if any, have **NOT** submitted proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration.



APPLICATION FOR PUBLIC WORKS CONTRACTOR REGISTRATION

Registration Information

Type: Public Works

Period: 07/01/2021 06/30/2024

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 Address: 1419 S. EAST END AVE

Physical Business City/ Province: POMONA

Physical Business State: CA

Physical Business Postal Code: 91766

Contractor Mailing Address

Mailing Country: United States of America

Mailing Address: 1419 S. EAST END AVE

Mailing City /Province: POMONA

Mailing State: CA

Mailing Postal Code: 91766

Contact Info

Daytime Phone:

Mobile Phone:

Daytime Phone Ext.:

Business Email: alicia@orozcolandscape.com

Applicant's Email: alicia@orozcolandscape.com

BIDDER'S COMPLIANCE WITH THE MINIMUM MANDATORY REQUIREMENTS OF THE IFB**LANDSCAPE MAINTENANCE SERVICES FOR THE RIO HONDO AND SAN GABRIEL COASTAL
BASIN SPREADING GROUNDS AND RIO HONDO CHANNEL (BRC0000286)**

9. Bidder and its Subcontractor(s), if any, must affirm they have battery-electric operated hand tools to provide the services under the Scope of Work or affirm they shall obtain battery-electric operated hand tools to provide the services under the Scope of Work prior to the commencement of the contract.

Note: The use of gas-powered hand tools to provide the services under the Scope of Work is prohibited.

☒ Yes. Bidder and its Subcontractor(s), if any, **does** meet the equipment requirement as stated above. Please complete the Form PW-18.1, Statement of Equipment Form, demonstrating compliance with this requirement.

☐ No. Bidder and its Subcontractor(s), if any, **does not** meet the minimum mandatory requirement stated above. **By checking this box, your Bid Submission will be immediately disqualified as nonresponsive.**

10. Bidder's submitted Form LW-8, bidder's Staffing Plan and Cost Methodology, must assign a minimum of six fulltime equivalent crew members to this Contract, not including supervisors.

☒ Yes. Bidder **does** meet the staffing requirement as stated above. Please complete Forms LW-8.1 – LW-8.4, Staffing Plan and Cost Methodology Form, demonstrating compliance with this requirement.

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

11. Bidder and/or its Subcontractor(s), if any, must hold a valid and active C-61 (D-49) Limited Specialty Class, Tree Trimming Contractor's License, in order to perform some or all of the tree trimming work identified under Scope of Work, Exhibit A.1.

☒ Yes. Bidder and/or its Subcontractor(s), if any, submitted a copy of a valid and active C-61 (D-49) Limited Specialty Class, Tree Trimming Contractor's License. Please complete the chart below.

THIS SECTION IS INTENTIONALLY LEFT BLANK

FORM PW-19.2
(SUPPLEMENTAL)

**BIDDER'S COMPLIANCE WITH THE MINIMUM MANDATORY REQUIREMENTS OF THE IFB
LANDSCAPE MAINTENANCE SERVICES FOR THE RIO HONDO AND SAN GABRIEL COASTAL
BASIN SPREADING GROUNDS AND RIO HONDO CHANNEL (BRC0000286)**

Type of License	License No.	Name of License Holder	Valid/Active Dates	Subcontractor	Page No.*
C27 C61/D49	780564	J. Orozco Enterprises Inc, DBA Orozco Landscape and Tree Company	Expires 5/31/2023 then renews	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	25
				<input type="checkbox"/> Yes <input type="checkbox"/> No	

*List the page number in the Bid containing the copy of Bidder's and/or Subcontractor(s), if any, valid and active C-61 (D-49) Limited Specialty Class, Tree Trimming Contractor's License. (Please attach additional pages, if needed.)

- ☐ No. Bidder and/or its Subcontractor(s), if any, do not have the C-61 (D-49) Limited Specialty Class, Tree Trimming Contractor's License, as stated above. **By checking this box, your Bid Submission will be immediately disqualified as nonresponsive.**

Bidder declares under penalty of perjury that the information stated above is true and accurate. Bidder 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.

Signature 	Title Operations Manager
Firm Name J. Orozco Enterprises Inc, DBA Orozco Landscape and Tree Company	Date 11/10/2021

COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

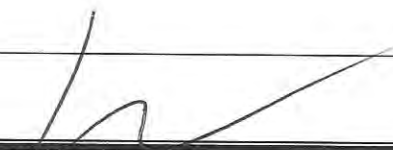
Company Name: J. Orozco Enterprises Inc, DBA Orozco Landscape and Tree Company		
Company Address: 1419 S. East End Ave		
City: Pomona	State: CA	Zip Code: 91766
Telephone Number: 909-623-8287	E-Mail Address: Carlos@Orozcolandscape.com	
Solicitation/Contract for <u>Rio Hondo and San Gabriel Coastal Basin Spreading Grounds</u> Services and Rio Hondo Channel BRC0000286		

PROPOSER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952, as indicated in Section 8.56 (Compliance with Fair Chance Employment Practices) of the Contract, and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination 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: 10-28-2021

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			
Solicitation/Contract for Rio Hondo and San Gabriel Coastal Basin Spreading Grounds and Rio Hondo Channel BRC0000286			

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.1, 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.1, 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: 10-28-2021

COVID-19 VACCINATION CERTIFICATION OF COMPLIANCE


Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel)

I, Jose J. Orozco, on behalf of J. Orozco Enterprises Inc, DBA
Orozco Landscape and Tree Company,
 (the "Contractor"), certify that on County Contract
Landscape Maintenance Services for the Rio Hondo and San Gabriel Coastal Basin Spreading Grounds and Rio Hondo Channel :

- ☒ All Contractor Personnel on this Contract are fully vaccinated as required by the Ordinance.
- ☐ Most Contractor Personnel on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract, unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are

[LIST ALL CONTRACTOR PERSONNEL]:

I have authority to bind the Contractor, and have reviewed the requirements above and further certify that I will comply with said requirements.

Company/Contractor Name: J. Orozco Enterprises, Inc. dba Orozco Landscape and Tree Company	
Print Name:	Title
Jose J. Orozco	President
Signature:	Date:
	12/28/2021

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 after the Mandatory Proposers Conference 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		
Company Address:					
City:		State:		Zip Code:	
Telephone Number:		Facsimile Number:		E-Mail Address:	
Awarding Department:				Contract Term:	
Type of Service:					
Contract Dollar Amount:				Contract Number (if any):	
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 a bona fide Collective Bargaining Agreement (attach 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:	DATE:

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
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79
January 1, 2020	\$16.31
January 1, 2021	\$16.62
January 1, 2022	\$17.14
January 1, 2023	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.

COUNTY OF LOS ANGELES

**ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE FOR LIVING WAGE ORDINANCE
AND CONTRACTOR NONRESPONSIBILITY DEBARMENT**

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

The Agent is required to check each of the following two boxes:

LIVING WAGE ORDINANCE:

- ☒ The Agent has read the County's Living Wage Ordinance (Los Angeles County Code, Sections 2.201.010 through 2.201.100), and understands that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- ☒ The Agent has read the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Sections 2.202.010 through 2.202.060) and understands that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS:

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

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

- ☒ The Firm **HAS NOT** been named in a complaint, claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation, which involves an incident occurring within three (3) years of the date of the proposal; **OR**
- ☐ The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of this proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

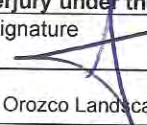
History of Determinations of Labor Law /Payroll Violations (Check One):

- ☒ There **HAS BEEN NO** determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- ☐ There **HAS BEEN** a determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- ☒ The Firm **HAS NOT** been debarred by any public entity during the past ten (10) years; **OR**
- ☐ The Firm **HAS** been debarred by a public entity within the past ten (10) years. Provide the pertinent information (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding) on the attached Labor/Payroll/Debarment History form.

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

Owner's/Agent's Authorized Signature 	Print Name and Title Jose J. Orozco -President
Print Name of Firm J. Orozco Enterprises Inc, DBA Orozco Landscape and Tree Company	Date 10-28-2021

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: N/A	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.

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 October 1, 2020, and will end September 30, 2021, 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 RESPONSIBLE 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, 2019	\$15.79
January 1, 2020	\$16.31
January 1, 2021	\$16.62
January 1, 2022	\$17.14
January 1, 2023	\$17.14 + CPI
January 1, 2024	Previous Year + CPI

For example, contractor's term cover from October 1, 2022, to December 31, 2022, the Living Wage rate is \$17.14 and from January 1, 2023, to August 31, 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.

**FORM LW-8.1
INITIAL TERM**

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: LANDSCAPE MAINTENANCE SERVICES FOR THE RIO HONDO AND SAN GABRIEL COASTAL BASIN SPREADING GROUNDS AND RIO HONDO CHANNEL (BRC0000286)

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

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST
1. Laborer	40	2080	\$18.90	\$ 39,312.00
2. Laborer	40	2080	\$17.98	\$ 37,398.40
3. Laborer	40	2080	\$17.98	\$ 37,398.40
4. Laborer	40	2080	\$17.98	\$ 37,398.40
5. Laborer	40	2080	\$17.98	\$ 37,398.40
6. Laborer	40	2080	\$17.98	\$ 37,398.40
7. Supervisor	2	104	\$22.05	\$ 2,293.20
On Call items (as needed)				\$
irrigation tech	2	104	\$22.05	\$ 2,293.20
tree trimming	4	208	\$29.40	\$ 6,115.20
laborer	2	104	\$17.98	\$1,869.92
				\$
				\$
				\$
Comments/Notes:	Total Salaries			\$ 238,875.52
**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. Mandatory Minimum Number of Crew: The Contractor shall assign a minimum of 6 fulltime equivalent laborers to maintain the services at the locations indicated in Exhibit A.1, not including supervisors.	(1) Vacations, Sick Leave, Holiday			\$ 10,860.55
	(2) Health Insurance			\$ 3,500.00
	(3) Payroll Taxes & Workers' Compensation			\$ 37,460.41
	(4) Welfare and Pension			\$ 3,500.00
	Total Employee Benefits (1+2+3+4)			\$ 55,320.96
	(5) Equipment Costs			\$ 95,000.00
	(6) Service and Supply Costs			\$ 72,721.92
	(7) General and Administrative Costs			\$ 45,000.00
	(8) Profit			\$ 21,121.60
	Total Other Costs (5+6+7+8)			\$ 233,843.52
	TOTAL PRICE			\$528,040.00

* 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 bid 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, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

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

Carlos Orozco

Name of Bidder

Signature

11-12-2021

Date

1 of 4

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**FORM LW-8.2
OPTION YEAR 1**

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: LANDSCAPE MAINTENANCE SERVICES FOR THE RIO HONDO AND SAN GABRIEL COASTAL BASIN SPREADING GROUNDS AND RIO HONDO CHANNEL (BRC0000286)
 BIDDER: J. Orozco Enterprises Inc, DBA Orozco Landscape and Tree Company

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST
1. Laborer	40	2080	\$19.85	\$ 41,288.00
2. Laborer	40	2080	\$18.88	\$ 39,270.40
3. Laborer	40	2080	\$18.88	\$ 39,270.40
4. Laborer	40	2080	\$18.88	\$ 39,270.40
5. Laborer	40	2080	\$18.88	\$ 39,270.40
6. Laborer	40	2080	\$18.88	\$ 39,270.40
7. Supervisor	2	104	\$23.15	\$ 2,407.60
				\$
				\$
On Call items (as needed)				\$
irrigation tech				\$
tree trimming	2	104	\$23.15	\$2,407.60
laborer	4	208	\$30.87	\$6,420.96
	2	104	\$18.88	\$ 1,963.52
				\$
				\$
Comments/Notes:				
				Total Salaries \$ 250,839.68
**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 \$11,404.20
				(2) Health Insurance \$ 3,745.00
				(3) Payroll Taxes & Workers' Compensation \$ 39,336.58
				(4) Welfare and Pension \$ 3,745.00
				Total Employee Benefits (1+2+3+4) \$ 58,230.78
Mandatory Minimum Number of Crew: The Contractor shall assign a minimum of 6 fulltime equivalent laborers to maintain the services at the locations indicated in Exhibit A.1, not including supervisors.				(5) Equipment Costs \$ 114,000.00
				(6) Service and Supply Costs \$ 92,745.90
				(7) General and Administrative Costs \$ 49,500.00
				(8) Profit \$ 23,554.84
				Total Other Costs (5+6+7+8) \$ 279,800.74
				TOTAL PRICE \$ 588,871.20

* 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 bid 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, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

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

Carlos Orozco

Name of Bidder

Signature

11-12-2021

Date

FORM LW-8.3
OPTION YEAR 2

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: LANDSCAPE MAINTENANCE SERVICES FOR THE RIO HONDO AND SAN GABRIEL COASTAL BASIN SPREADING GROUNDS AND RIO HONDO CHANNEL (BRC0000286)
 BIDDER: J. Orozco Enterprises Inc, DBA Orozco Landscape and Tree Company

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST
1. Laborer	40	2080	\$20.84	\$ 43,347.20
2. Laborer	40	2080	\$19.82	\$ 41,225.60
3. Laborer	40	2080	\$19.82	\$ 41,225.60
4. Laborer	40	2080	\$19.82	\$ 41,225.60
5. Laborer	40	2080	\$19.82	\$ 41,225.60
6. Laborer	40	2080	\$19.82	\$ 41,225.60
7. Supervisor	2	104	\$24.31	\$ 2,528.24
				\$
				\$
On Call items (as needed)	2	104	\$24.31	\$ 2,528.24
irrigation tech	4	208	\$32.42	\$ 6,743.36
tree trimming	2	104	\$19.82	\$ 2,061.28
laborer				\$
				\$
				\$
Comments/Notes:				
				Total Salaries \$ 263,336.32
**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 \$ 11,972.75
				(2) Health Insurance \$ 4,007.15
				(3) Payroll Taxes & Workers' Compensation \$ 41,296.36
				(4) Welfare and Pension \$ 4,007.15
				Total Employee Benefits (1+2+3+4) \$ 61,283.41
Mandatory Minimum Number of Crew: The Contractor shall assign a minimum of 6 fulltime equivalent laborers to maintain the services at the locations indicated in Exhibit A.1, not including supervisors.				(5) Equipment Costs \$ 136,800.00
				(6) Service and Supply Costs \$ 114,652.02
				(7) General and Administrative Costs \$ 54,450.00
				(8) Profit \$ 26,271.73
				Total Other Costs (5+6+7+8) \$ 332,173.75
				TOTAL PRICE \$ 656,793.48

* 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 bid 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, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

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

Carlos Orozco

Name of Bidder

Signature

11-12-2021

Date

**FORM LW-8.4
OPTION YEAR 3**

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: LANDSCAPE MAINTENANCE SERVICES FOR THE RIO HONDO AND SAN GABRIEL COASTAL BASIN SPREADING GROUNDS AND RIO HONDO CHANNEL (BRC0000286)
 BIDDER: J. Orozco Enterprises Inc, DBA Orozco Landscape and Tree Company

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST
1. Laborer	40	2080	\$21.88	\$ 45,510.40
2. Laborer	40	2080	\$20.81	\$ 43,284.80
3. Laborer	40	2080	\$20.81	\$ 43,284.80
4. Laborer	40	2080	\$20.81	\$ 43,284.80
5. Laborer	40	2080	\$20.81	\$ 43,284.80
6. Laborer	40	2080	\$20.81	\$ 43,284.80
7. Supervisor	2	104	\$25.53	\$ 2,655.12
				\$
				\$
On Call items (as needed)				\$
irrigation tech	2	104	\$25.53	\$ 2,655.12
tree trimming	4	208	\$34.04	\$ 7,080.32
laborer	2	104	\$20.81	\$ 2,164.24
				\$
				\$
Comments/Notes:	Total Salaries			\$ 276,489.20
**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. Mandatory Minimum Number of Crew: The Contractor shall assign a minimum of 6 fulltime equivalent laborers to maintain the services at the locations indicated in Exhibit A.1, not including supervisors.	(1) Vacations, Sick Leave, Holiday			\$ 12,512.25
	(2) Health Insurance			\$ 4,287.64
	(3) Payroll Taxes & Workers' Compensation			\$ 43,350.22
	(4) Welfare and Pension			\$ 4,287.64
	Total Employee Benefits (1+2+3+4)			\$ 64,437.75
	(5) Equipment Costs			\$ 164,160.00
	(6) Service and Supply Costs			\$ 138,367.14
	(7) General and Administrative Costs			\$ 59,895.00
	(8) Profit			\$ 29,306.21
	Total Other Costs (5+6+7+8)			\$ 391,728.35
TOTAL PRICE				\$ 732,655.30

* 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 bid 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, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

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

Carlos Orozco

Name of Bidder

Signature

11-12-2021

Date

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR LANDSCAPE
MAINTENANCE SERVICES FOR THE RIO HONDO AND SAN GABRIEL COASTAL BASIN SPREADING GROUNDS AND
RIO HONDO CHANNEL**

SELECTED FIRMS

	Small-Sized Business Category Proposer Name	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet	LGBTQQ
1	None	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Medium-Sized Business Category Proposer Name							
2	J. Orozco Enterprises, Inc., dba Orozco Landscape and Tree Company	X	X	N/A	N/A	N/A	N/A	N/A
	Large-Sized Business Category Proposer Name							
3	None	N/A	N/A	N/A	N/A	N/A	N/A	N/A

NON-SELECTED FIRMS

	Small-Sized Business Category Proposer Name	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet	LGBTQQ
4	None	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Medium-Sized Business Category Proposer Name	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet	
5	United Pacific Services, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Large-Sized Business Category Proposer Name							
6	Mariposa Landscapes, Inc.	N/A	N/A	X	N/A	N/A	N/A	N/A

*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR LANDSCAPE MAINTENANCE SERVICES FOR THE RIO HONDO AND SAN GABRIEL COASTAL BASIN SPREADING GROUNDS AND RIO HONDO CHANNEL

FIRM INFORMATION*		J. Orozco Enterprises, Inc., dba Orozco Landscape and Tree Company	Mariposa Landscapes, Inc.	United Pacific Services, Inc.
BUSINESS STRUCTURE		Corporation	Corporation	Corporation
CULTURAL/ETHNIC COMPOSITION		NUMBER / % OF OWNERSHIP		
OWNERS/PARTNERS	Black/African American	0	0	0
	Hispanic/Latino	1/100%	1/100%	0
	Asian or Pacific Islander	0	0	0
	American Indian	0	0	0
	Filipino	0	0	0
	White	0	0	1/100%
	<i>Female (included above)</i>	0	0	0
		NUMBER		
MANAGER	Black/African American	0	0	0
	Hispanic/Latino	4	35	7
	Asian or Pacific Islander	0	4	1
	American Indian	0	0	0
	Filipino	0	0	0
	White	0	12	2
	<i>Female (included above)</i>	2	3	1
STAFF	Black/African American	0	0	2
	Hispanic/Latino	38	531	36
	Asian or Pacific Islander	0	2	0
	American Indian	0	1	0
	Filipino	0	0	0
	White	2	17	1
	<i>Female (included above)</i>	3	11	0
Total No. of Employees		44	602	49
COUNTY CERTIFICATION				
CBE		N/A	Y	N/A
LSBE		Y	N/A	N/A
OTHER CERTIFYING AGENCY		N/A	The Supplier Clearinghouse	N/A

*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	2/9/2022		
BOARD MEETING DATE	3/1/2022		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	On-Call Traffic Signal Inductive Loop Detectors Fiscal Years 2021-22 to 2024-25 Project		
PROGRAM	Maintenance of Transportation Infrastructure		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	N/A		
COST & FUNDING	Total cost: \$900,000	Funding source: Road Fund	
	TERMS (if applicable):		
	Explanation:		
PURPOSE OF REQUEST	Approve the proposed project, adopt the plans and specifications, and authorize Public Works to execute a contract to deliver the project.		
BACKGROUND (include internal/external issues that may exist including any related motions)	Inductive loop detectors are sensors imbedded in pavement at traffic signals. They are used to optimize overall traffic flow and need to be replaced due to normal deterioration. The ability to quickly install or replace inductive loop detectors is vital for efficient function of traffic signal systems. Public Works does not have the ability to install and replace loop detectors due to the required specialized equipment. It is recommended to continue utilizing a contract for restoring loop detectors instead of investing in new equipment and staffing for work that will be phased out. The contract will provide the capability to install and replace traffic signal inductive loop detectors throughout Los Angeles County for a three-year period on an on-call basis. Work under this contract would be conducted within all five Supervisorial Districts throughout the County and within numerous contracting cities.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Jolene Guerrero, Assistant Deputy Director, (626) 458-7300, jguerrer@pw.lacounty.gov		



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

March 1, 2022

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:

**CONSTRUCTION CONTRACT
PUBLIC CONTRACTING AND ASSET MANAGEMENT CORE SERVICE AREA
ADOPT, ADVERTISE, AND AWARD CONSTRUCTION CONTRACT
ON-CALL TRAFFIC SIGNAL INDUCTIVE LOOP DETECTORS
PROJECT ID NO. OSD0000030
THROUGHOUT LOS ANGELES COUNTY
(FISCAL YEARS 2021-22 TO 2024-25)
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to procure a construction contract for the On-Call Traffic Signal Inductive Loop Detectors Fiscal Years 2021-22 to 2024-25 throughout Los Angeles County.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed project is exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Approve the project and adopt the plans and specifications that are on file in Project Management Division III of Public Works for the On-Call Traffic Signal Inductive Loop Detectors Fiscal Years 2021-22 to 2024-25 Project at an estimated construction contract cost between \$550,000 and \$800,000.

3. Instruct the Executive Officer of the Board of Supervisors to advertise for bids in accordance with the Instruction Sheet for Publishing Legal Advertisement, and which are to be received before 11 a.m. on March 29, 2022, in accordance with the Notice Inviting Bids.
4. Authorize the Director of Public Works or his designee to determine whether the bid of the apparent responsible contractor with the lowest apparent responsive bid is, in fact, responsive and, if not responsive, to determine which apparent responsible contractor submitted the lowest responsive bid
5. Delegate authority to the Director of Public Works or his designee to award and execute a construction contract for the On-Call Traffic Signal Inductive Loop Detectors Fiscal Years 2021-22 to 2024-25 Project with the responsible contractor with the lowest apparent responsive bid within the estimated cost range of \$550,000 and \$800,000.
6. Delegate to the Director of Public Works or his designee the following authority in connection with this contract: (1) extend the date and time for the receipt of bids consistent with the requirements of State Public Contract Code, Section 4104.5; (2) allow substitution of subcontractors and relief of bidders upon demonstration of the grounds set forth in State Public Contract Code, Sections 4100 et seq. and 5100 et seq., respectively; (3) approve and execute change orders within the same monetary limits delegated to the Director of Public Works or his designee under Section 2.18.050 of the Los Angeles County Code; (4) accept the project upon its final completion; and (5) release retention money withheld consistent with the requirements of State Public Contract Code, Sections 7107 and 9203.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that the project is exempt from the California Environmental Quality Act (CEQA) and allow Public Works to install and replace traffic signal inductive loop detectors throughout Los Angeles County for a three-year period on an on-call basis. Work under this contract would be conducted at traffic signals within all five Supervisorial Districts and within numerous cities that either share ownership or completely own the traffic signal system.

Inductive loop detectors are a form of vehicle detection used to optimize traffic signal timing and overall traffic flow. Inductive loop detectors need to be replaced due to normal deterioration caused by traffic or by damage caused by roadway improvement projects. The ability to quickly install or replace inductive loop detectors is vital for properly functioning traffic signal systems.

Currently, Public Works has very limited ability to install and replace traffic signal inductive loop detectors due to the work requiring very specialized equipment and dedicated staff.

Eventually, inductive loop detectors will become obsolete and be replaced as the County and other cities switch to new technologies due to their relative costs. For this reason, it is recommended to continue utilizing a contract for restoring inductive loop detectors instead of investing in new equipment and staffing for work that will be phased out.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets, by supporting ongoing efforts to manage and improve public infrastructure assets.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The estimated construction contract cost to complete this project is in the range of \$550,000 to \$800,000. The total project cost is estimated to be \$900,000. In addition to the construction contract cost, the total project cost includes the preparation of plans and specifications, construction engineering, inspection, contract administration, change order contingency, environmental compliance, and other County services.

Approximately 40 percent of the project cost includes work within numerous cities that own or partially own traffic signal systems. These cities will finance their jurisdictional share of the project cost under the existing traffic signal maintenance agreements with 46 cities. Each maintenance agreement allows for traffic signal work, including the installation and replacement of inductive loop detectors to be performed by the County on behalf of the cities.

Funding for this project is included in the Road Fund (B03 – Services and Supplies) Fiscal Year 2021-22 Budget. Funding to finance future contract years will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This project will be advertised in accordance with Section 20392 of the State Public Contract Code.

This construction contract is for a period of three years on an on-call basis.

The contract award will comply with applicable Federal and State requirements and Board policies and mandates. The contract documents will require the contractor to comply with these same requirements, policies, and mandates. The construction contract will be in the form previously reviewed and approved as to form by County Counsel.

As required by Board Policy No. 5.140, information such as defaulted contracts with the County, complaints filed with the Contractor's State License Board, labor violations, and debarment actions will be considered before a contract is awarded.

ENVIRONMENTAL DOCUMENTATION

The proposed project is exempt from the CEQA. The project to install and replace traffic signal inductive loop detectors is within a class of projects that have been determined not to have a significant effect on the environment, which meets the criteria set forth in Section 15301 (c) of the State CEQA Guidelines; and Class 1, Subsection (x)(4) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

CONTRACTING PROCESS

Contract provisions require the contractor to comply with the Board-adopted Local and Targeted Worker Hire Policy.

To increase contractor awareness of Public Works' program to contract work out to the private sector, this project will be listed on both the County's "Doing Business with the County" and "Public Works' Business Opportunities" websites for open bids:

<http://www.lacounty.gov/business/doing-business-with-the-county>

<http://pw.lacounty.gov/general/contracts/opportunities>

Also, the contract solicitation will be advertised through web-based and social media platforms, including Twitter.

In addition, in order to increase opportunities for small businesses, Public Works will be coordinating with the Office of Small Business at the Department of Consumer and Business Affairs to maximize outreach, as well as offering preferences to Local Small Business Enterprises, Social Enterprises, and Disabled Veteran Business Enterprises in compliance with Los Angeles County Code, Chapters 2.204, 2.205, and 2.211.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

When the project is completed, it will have a positive impact by providing continued safe operation of traffic signals thereby enhancing the traffic flow and safety for the traveling public.

The Honorable Board of Supervisors
March 1, 2022
Page 6

CONCLUSION

Please return an adopted copy of this letter to Public Works, Project Management Division III.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:SRB:dw

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office
Internal Services Department (Countywide Contract Compliance)

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	2/9/2022		
BOARD MEETING DATE	3/1/2022		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	Landscaping and Lighting Act Districts 2, Zone 56 (Valencia Commerce Center Area-Wide) Detachment		
PROGRAM	Landscape Maintenance District		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	FY 2021-2022		
COST & FUNDING	Total cost:	Funding source:	
	\$0	Landscaping and Lighting Act District 2, Zone 56 Fund (PB6)	
	TERMS (if applicable):		
	Explanation: Detached areas will be maintained by the County, the remaining fund balance, if any, will be used for continuing maintenance of applicable areas.		
PURPOSE OF REQUEST	The proposed detachment of Zone 56 (Valencia Commerce Center Area-wide) would still provide for the County to maintain those areas within the public road right of way at the current level of service, which is softscape.		
BACKGROUND (include internal/external issues that may exist including any related motions)	<ul style="list-style-type: none"> Over the years, the cost to maintain Zone 56 (Valencia Commerce Center Area-wide) has substantially increased. The current assessment rate has been the same at \$24 per parcel per year since 1997, without a consumer price index inflation adjustment. The assessment is insufficient to sustain the program and maintenance of the zone. Public Works has been communicating with the commercial property association regarding the financial status and proposed rate increase. Commercial property owners are generally not in favor of a rate increase. Upon detachment of the zone, the County will maintain areas within the public road right of way at the current level of service, which is softscape. In addition, detachment would reduce costs associated with administering the zone. 		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Emiko Thompson, Assistant Deputy Director, (626) 300-4700, ETHOMP@dpw.lacounty.gov		

March 1, 2022

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:

**TRANSPORTATION CORE SERVICE AREA
COUNTY LANDSCAPE MAINTENANCE DISTRICTS
LANDSCAPING AND LIGHTING ACT DISTRICT NO. 2
DETACHMENT OF ZONE 56 (VALENCIA COMMERCE CENTER AREA-WIDE)
(SUPERVISORIAL DISTRICTS 5)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to detach Zone 56 (Valencia Commerce Center Area-wide) from County Landscape Maintenance Districts Landscaping and Lighting Act (LLA) District 2.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the action is not a project under the California Environmental Quality Act for the reasons stated in this Board letter and the record.
2. Adopt the resolution of intention to detach Zone 56 (Valencia Commerce Center Area-wide) from Landscaping and Lighting Act District 2 and set a time and place for the public hearing.
3. Set date of April 19, 2022, for a public hearing regarding the detachment of Zone 56 (Valencia Commerce Center Area-wide) from Landscaping and Lighting Act District 2.
4. Instruct the Executive Officer of the Board to publish the Resolution of Intention to detach Zone 56 (Valencia Commerce Center Area-wide) from Landscaping and Lighting Act District 2, and a notice of the public hearing at least 10 days before the date of the public hearing scheduled for April 19, 2022, pursuant to Sections 22552 and 22553 of the California Streets and Highway Code.

AFTER THE PUBLIC HEARING, IT IS RECOMMENDED THAT THE BOARD:

If the Board finds that there is no majority protest, adopt the resolution ordering the detachment of Zone 56 (Valencia Commerce Center Area-wide) from Landscaping and Lighting Act District 2.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommendations is to detach Zone 56 (Valencia Commerce Center Area-wide) from County Landscape Maintenance Districts Landscaping and Lighting Act (LLA) District 2. Upon detachment, the County will maintain landscaped areas within public road right-of-way in accordance with the County's road maintenance standards.

Your Board annexed Zone 56 (Valencia Commerce Center Area-wide) to LLA District 2 on June 26, 1991. The annexation provides for the collection of assessments to pay for the maintenance and servicing of the landscaped areas benefitting the parcel owners of a new commercial development and provides enhanced maintenance of landscaping within the road right-of-way over and above the County's road maintenance standards. The maintenance consists of approximately 2.5 acres of landscaped medians and parkways along Commerce Center Drive/Hasley Canyon Road. The landscaped improvements consist of shrubs, turf, plants, trees, irrigation systems, and other appurtenant improvements.

Over the years, the cost to maintain Zone 56 (Valencia Commerce Center Area-wide) has substantially increased, as the cost of materials and wages has increased. In addition, capital improvement projects have become necessary as infrastructure has aged. However, the cost for such improvements had not been factored into the assessment. Furthermore, the recent directive banning the use of Glyphosate, which limited the use of herbicides for weed control, has contributed to increased maintenance costs.

Upon detachment of the zone, Public Works will maintain areas within the public road right of way in accordance with the County's road maintenance standards, and the assessment would no longer be applied to the property owners beginning in Fiscal Year 2022-23. Public Works has conducted outreach with the Local Business Association and will be posting the proposed detachment on various social media platforms. In addition, detachment would also reduce administrative costs otherwise associated with managing the Landscape Maintenance District Program for the zone.

The maintenance of Zone 56 (Valencia Commerce Center Area-wide) is funded by the special benefit assessment levied on property owners within the zone. The cost of maintenance has increased significantly over the years. The commercial property association continues to express disapproval of any rate increases based on recent outreach efforts. The proposed detachment of Zone 56 (Valencia Commerce Center Area-wide) would still provide for the County to maintain those areas within the public road right of way.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability and Strategy III.3.9, Enhance County's Fiscal Strength Through Long-Term Planning by balancing services with available funding.

FISCAL IMPACT/FINANCING

There is no impact to the County's General Fund.

The remaining fund balance and any additional assessments collected for Fiscal Year 2021-22 within the zone upon detachment are projected to be minimal. Since detached areas will be maintained by the County, the remaining fund balance, if any, will be used for continuing maintenance of applicable areas. Funding is included in the Landscape Maintenance District, Landscaping and Lighting Act District Zone 56 (Valencia Commerce Center Area-wide) Fund (PB6) Fiscal Year 2021-22 Budget. Los Angeles County will not assess this zone starting with Fiscal Year 2022-23 if the detachment of the zone is approved by the board.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

California Streets and Highways Code Section 22605 provides that the Board may order the detachment of territory from an existing assessment district formed under Part 2, Division 15, of the California Streets and Highways Code.

A public hearing is required for the detachment of Zone 56 (Valencia Commerce Center Area-wide) from LLA District 2. We request that the Board adopt the Resolution of Intention in accordance with California Streets and Highways Code Section 22609 to detach the zone and set the public hearing for April 19, 2022.

The Honorable Board of Supervisors
March 1, 2022
Page 4

The enclosed Resolution of Intention (Enclosure A) and Resolution of Ordering Detachment (Enclosure B) have been approved by County Counsel as to form.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not a project pursuant to the California Environmental Quality Act (CEQA) because they are activities that are excluded from the definition of a project by Section 15378(b)(4) of the CEQA Guidelines. The proposed action, to detach Zone 56 (Valencia Commerce Center Area-wide) from LLA District 2, is an administrative activity of government that will not itself result in direct or indirect changes to the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will cause no impact on current services or programs.

CONCLUSION

Please return one adopted copy of this letter and signed resolutions to Public Works, Traffic Safety and Mobility Division. Also, please forward one adopted copy of the letter and signed resolutions to the Assessor, Ownership Services Section, and the Auditor-Controller, Tax Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:EKT:dj

Enclosures

c: Chief Executive Office
County Counsel
Executive Office

**COUNTY LANDSCAPE MAINTENANCE DISTRICTS
RESOLUTION OF INTENT TO DETACH
ZONE 56 (VALENCIA COMMERCE CENTER AREA-WIDE)
FROM LANDSCAPING AND LIGHTING ACT DISTRICT NO. 2**

WHEREAS, the Board of Supervisors of the County of Los Angeles previously approved the formation of Los Angeles County Landscaping and Lighting Act (LLA) District No. 2, Zone 56 (Valencia Commerce Center Area-wide) for the purpose of providing funds for the provision of landscape maintenance services located therein pursuant to the Landscaping and Lighting Act of 1972 of Part 2 of Division 15 of the Streets and Highways Code of the State of California; and

WHEREAS, the annual assessment collected for Zone 56 (Valencia Commerce Center Area-wide) is insufficient to finance the landscape maintenance services of Zone 56 (Commerce Center Area-wide); and

WHEREAS, the Streets and Highways Code of the State of California, Sections 22605 and 22609 authorize the detachment of Zone 56 (Valencia Commerce Center Area-wide) from Los Angeles County LLA District No. 2 by adoption of this Resolution of Intention setting a public hearing; and

NOW THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Los Angeles, State of California find:

SECTION 1. That public interest and convenience require, and it is the intent of the Board of Supervisors of the County of Los Angeles, State of California to order the detachment of all territory within Zone 56 (Valencia Commerce Center Area-wide) from Los Angeles County LLA District No. 2.

SECTION 2. That the proceedings for the detachment of the aforesaid territory shall be conducted pursuant to the Landscaping and Lighting Act of 1972 (Division 15, Part 2, of the Streets and Highway Code).

SECTION 3. That the detachment of this territory will have no fiscal impact on the assessments for the remaining zones within Los Angeles County LLA District No. 2.

SECTION 4. That a public hearing on the detachment of Zone 56 (Valencia Commerce Center Area-wide) from Los Angeles County LLA District No. 2 will take place on March 15, 2022, at _____ a.m. at the hearing room of the Board of Supervisors of the County of Los Angeles, Room 381, Kenneth Hahn Hall of Administration, 500 West Temple Street (corner of Temple Street and Grand Avenue), Los Angeles, California 90012, or at a virtual location established by said Board, at which time any and all persons

may be heard. Written objections to the proposed detachment may be filed with the Executive Officer of the Board by any interested person at any time no later than the time set for the hearing.

SECTION 5. The Executive Officer-Clerk of the Board of Supervisors shall cause notice of hearing in the form and manner specified in Section 6061 of the Government Code to be published in a Newspaper of general circulation, not less than ten days prior to the date of said hearing as stated in this Resolution.

The foregoing Resolution was adopted on the _____ day of _____ 2022 passed by the Board of Supervisors of the County of Los Angeles and ex-officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

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

By: _____
Deputy

APPROVED AS TO FORM:

RODRIGO CASTRO-SILVA
County Counsel

By: 
Sr. Deputy County Counsel

**COUNTY LANDSCAPE MAINTENANCE DISTRICTS
RESOLUTION ORDERING DETACHMENT OF
ZONE 56 (VALENCIA COMMERCE CENTER AREA-WIDE)
FROM LANDSCAPING AND LIGHTING ACT DISTRICT NO. 2**

WHEREAS, the Board of Supervisors declared its intention to detach Zone 56 (Valencia Commerce Center Areawide) from the Landscaping and Lighting Act District No. 2, pursuant to the provisions of the Landscaping and Lighting Act of 1972 (Division 15, Part 2 of the California Streets and Highways Code, Sections 22500 et seq.).

NOW, THEREFORE, The Board of Supervisors of the County of Los Angeles does hereby, determine, resolve, and order as follows:

SECTION 1. Finding no majority protest, the Board of Supervisors hereby orders the detachment of Zone 56 (Valencia Commerce Center Areawide) from the Landscaping and Lighting Act District No. 2.

SECTION 2. The diagram of the Landscaping and Lighting Act District No. 2, Zone 56 (Valencia Commerce Center Areawide) can be obtained from the office of the Executive Officer Clerk of the Board.

The foregoing resolution was approved on the _____ day of _____ 2022, by the Board of Supervisors of the County of Los Angeles and ex-officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts.

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

By: _____
Deputy

APPROVED AS TO FORM:

RODRIGO CASTRO-SILVA
County Counsel

By: Julia C. Newman
Sr. Deputy County Counsel

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	2/9/2022							
BOARD MEETING DATE	3/1/2022							
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th							
DEPARTMENT(S)	Los Angeles County Development Authority							
SUBJECT	APPROVE COMMUNITY DEVELOPMENT BLOCK GRANT REIMBURSABLE CONTRACT WITH JUST US 4 YOUTH FOR VIOLENCE PREVENTION PROJECT							
PROGRAM	Community Development							
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:							
DEADLINES/ TIME CONSTRAINTS	NA							
COST & FUNDING	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Total cost: \$250,000</td><td style="width: 50%;">Funding source: Community Development Block Grant funds from the U.S. Department of Housing and Urban Development allocated to the First Supervisorial District</td></tr> <tr> <td colspan="2">TERMS (if applicable):</td></tr> <tr> <td colspan="2">Explanation:</td></tr> </table>		Total cost: \$250,000	Funding source: Community Development Block Grant funds from the U.S. Department of Housing and Urban Development allocated to the First Supervisorial District	TERMS (if applicable):		Explanation:	
Total cost: \$250,000	Funding source: Community Development Block Grant funds from the U.S. Department of Housing and Urban Development allocated to the First Supervisorial District							
TERMS (if applicable):								
Explanation:								
PURPOSE OF REQUEST	Funding for Just Us 4 Youth (JU4Y) to hire gang intervention specialists and community organizers in the Pomona and Puente Valley areas							
BACKGROUND (include internal/external issues that may exist including any related motions)	JU4Y provides mentoring, intervention services, case management, and character and leadership development to at-risk youth who may be suffering from social-emotional trauma, stress, homelessness and addictive behaviors. JU4Y will use the CDBG funds to hire four gang intervention specialists: two to work in unincorporated Pomona and two in unincorporated Puente Valley. These specialists will develop strategies to discourage gang membership and establish relationships and bring positivity into the neighborhoods. They will also provide on-call support for gang-related crises in the community and participate in organizing responses to gang-related violence and increase visibility of community resources and services.							
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:							
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:							
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Nick Teske, Analyst, (626) 586-1855 nick.teske@lacda.org Linda Jenkins, Director, (626) 586-1765 linda.jenkins@lacda.org							



March 1, 2022

Honorable Board of Commissioners
Los Angeles County Development Authority
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

**APPROVE COMMUNITY DEVELOPMENT BLOCK GRANT REIMBURSABLE
CONTRACT WITH JUST US 4 YOUTH FOR VIOLENCE PREVENTION PROJECT
(DISTRICT 1) (3 VOTES)**

SUBJECT

This letter recommends approval of a Community Development Block Grant (CDBG) Reimbursable Contract between the County of Los Angeles and Just Us 4 Youth (JU4Y), in the amount of \$250,000, for its Gang Prevention and Intervention project.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Executive Director or designee to execute a CDBG Reimbursable Contract with JU4Y, presented in substantially final form, for their Gang Prevention and Intervention project, using CDBG funds allocated to the First Supervisorial District, to be effective following approval as to form by County Counsel and execution by all parties, through June 30, 2023.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This action provides funding to hire gang intervention specialists and community organizers in the unincorporated Pomona and Puente Valley areas, using \$250,000 in CDBG funds allocated to the First Supervisorial District.



Administrative Office
700 West Main Street, Alhambra, CA 91801
Tel: (626) 262-4511 TDD: (626) 943-3898

Executive Director: Emilio Salas
Commissioners: Hilda L. Solis, Holly J. Mitchell, Sheila Kuehl, Janice Hahn, Kathryn Barger



FISCAL IMPACT/FINANCING

There is no impact on the County general fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On June 8, 2021, the Board of Supervisors approved the 2021-2022 One-Year Action Plan (Action Plan) to receive Community Development Block Grant (CDBG) and other funds from the U.S. Department of Housing and Urban Development (HUD). The Action Plan contains the County's one-year plan to carry out housing and community development activities funded by the CDBG Program.

JU4Y provides mentoring, intervention services, case management, and character and leadership development to at-risk youth who may be suffering from social-emotional trauma, stress, homelessness and addictive behaviors. JU4Y will use the CDBG funds to hire four gang intervention specialists: two to work in unincorporated Pomona and two in unincorporated Puente Valley. These specialists will develop strategies to discourage gang membership and establish relationships and bring positivity into the neighborhoods. They will also provide on-call support for gang-related crises in the community and participate in organizing responses to gang-related violence and increase visibility of community resources and services. The project will be located at 158 W. Third Street in Pomona.

Should JU4Y require additional or replacement of personnel after the effective date of this CDBG Reimbursable Contract, it shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the agency's minimum qualifications for the positions in question.

ENVIRONMENTAL DOCUMENTATION

Pursuant to 24 Code of Federal Regulation, Part 58, Section 58.35 (a) (6), this project is excluded from the National Environmental Policy Act (NEPA) because it involves activities that will not cause a significant effect on the environment.

This action to approve a Reimbursable Contract with JU4Y is not subject to the provisions of the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines 15060(c)(3) and 15378 because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

Honorable Board of Commissioners
March 1, 2022
Page 3

IMPACT ON CURRENT PROGRAM

The project meets the HUD national objective of serving persons who are at-risk youth.

Respectfully submitted,

EMILIO SALAS
Executive Director

Enclosures

**ATTACHMENT A
JUST US 4 YOUTH**

WOMEN/MINORITY COMPOSITION

Board of Directors	No.	Employees	No.
Total	17	Total	102
Minorities	15	Minorities	94
Women	7	Women	75
Minority %	88%	Minority %	92%
Women %	41%	Women %	74%

The LACDA encourages the participation of minorities and women in the contract award process by: providing information about the LACDA at local and national conferences; conducting seminars for minorities and women regarding the Commission's programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations that represent minorities and women. The above information has been voluntarily provided by JU4Y.

The recommendation to approve the CDBG Reimbursable Contract with the above agency is being made in accordance with federal regulations and without regard to race, creed, color, gender, religion, or sexual orientation.

REIMBURSABLE CONTRACT
FOR THE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
BETWEEN
THE COUNTY OF LOS ANGELES
AND A
COMMUNITY - BASED ORGANIZATION

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**COUNTY OF LOS ANGELES
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
REIMBURSABLE CONTRACT
WITH A
COMMUNITY-BASED ORGANIZATION
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**COUNTY OF LOS ANGELES
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
REIMBURSABLE CONTRACT
WITH A
COMMUNITY-BASED ORGANIZATION**

PROJECT TITLE: GANG PREVENTION AND INTERVENTION

PROJECT NUMBER: 602468-21

CONTRACT NUMBER:

THIS CONTRACT is made and entered into this «Day» day of «Month», by and between the County of Los Angeles, hereinafter called the "County," acting by and through the Los Angeles County Development Authority (LACDA), and Just Us 4 Youth, hereinafter called the "Operating Agency."

WITNESSETH THAT:

WHEREAS, the County has entered into a Contract with the United States of America, through its Department of Housing and Urban Development (HUD), to execute the County's Community Development Block Grant (CDBG) Program, which includes the project described herein, under the Housing and Community Development Act of 1974 (Act), as amended; and

WHEREAS, the Operating Agency desires to participate in said CDBG program and is qualified by reason of experience, preparation, organization, staffing and facilities to provide the services and implement the project described herein.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

1. CONTRACT. This Contract consists of this document and attachments: Exhibit A, Project Description and Activity Budget, Exhibit B, Insurance Requirements, and Exhibit C, Charitable Contributions Certification.
2. CONTRACT ADMINISTRATION. LACDA through its Executive Director, or his/her designee, shall have full authority to act for the County in the administration of this Contract consistent with the provisions contained herein.
3. SCOPE OF SERVICES. The Operating Agency is to perform all the services set forth in the Exhibit A, Project Description and Activity Budget.
4. TIME OF PERFORMANCE. The Operating Agency shall commence the services described herein on the date first above written and shall complete same by no later than «EndDate». Construction projects shall be limited to a three-year duration, and must be successfully completed within this period, unless the Operating Agency has received prior written approval from LACDA, through its Executive Director, or his/her designee.

5. COMPENSATION AND METHOD OF PAYMENT. For satisfactory performance under this Contract, the County shall reimburse the Operating Agency an amount not to exceed Two Hundred Fifty Thousand and Zero Cents (\$250,000.00) which shall constitute full and complete compensation hereunder for the implementation of the project described in Exhibit A. Said reimbursement will only be paid out of funds received from the federal government under the Act or from program income, as described in 2 CFR 200 Section 200.307 and 24 CFR Section 570.504 accumulated under said program, for allowable costs actually incurred and paid for the express purposes specified. The parties understand and agree that such reimbursement, if any, shall be conditioned upon receipt of said funds by the County from the federal government or accumulation of program income from said program, and shall not be a charge against any other funds of the County. Funds shall be paid only after submittal of the electronic payment request form. This payment request form must be submitted on a minimum of a monthly basis as specified and provided by the County. Said payment request shall give the total of said cash expenses paid during the monthly reporting period and shall also itemize the same in detail conforming to the budget required by Section 7 of this Contract. After timely receipt and approval of each payment request form, the County will draw a check in favor of the Operating Agency in the approved amount.

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

6. CHANGE NOTICES. The Operating Agency may transfer funds from one cost category to another, without having to initiate an amendment, as long as there is no material change to this contract and the Operating Agency does not exceed the authorized budget for the CDBG Program. The LACDA must approve the change prior to it being made.
7. BUDGET SECTION. No more than the amounts and expenditure items specified in the Exhibit A, Project Description and Activity Budget, to this Contract, which is attached hereto and incorporated herein by this reference in Section 3, may be spent for the separate cost categories specified in the Exhibit A without written approval of the County.
8. SOURCE AND APPROPRIATION OF FUNDS. The County's obligation is payable only and solely from funds appropriated through HUD, and for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1. In the event that this Contract extends into succeeding fiscal years and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current

fiscal year. The County will endeavor to notify the Operating Agency in writing within ten (10) days of receipt of the non-appropriation notice.

9. COMPLIANCE WITH LAWS. All parties agree to be bound by all applicable Federal, State, and local laws, ordinances, regulations, and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the Act; 24 CFR Part 570; 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Executive Order 12372; the County Auditor-Controller Contract Accounting and Administration Handbook; and all amendments or successor laws, regulations, or guidelines thereto (hereinafter called the "Laws, Regulations and Guidelines"). The Operating Agency has, and shall maintain, copies of the Laws, Regulations and Guidelines. Furthermore, the Operating Agency acknowledges that it has read and understands the Laws, Regulations and Guidelines.

As required by 2 CFR Part 200 Section 200.414, the Operating Agency may charge an indirect cost rate to this contract that is based on:

- a. The negotiated indirect rate approved by its cognizant agency for the Fiscal Year applicable to this contract; or
- b. If the Operating Agency has never received a negotiated indirect cost rate from a Federal Agency, a de minimis rate of 10% of Modified Total Direct Costs (MTDC) as defined in 2 CFR Part 200.68.

The Catalog of Federal Domestic Assistance (CFDA) number assigned to the Community Development Block Grant Program is 14.218 and the Federal Award Identification Number (FAIN) assigned to the County for this program is B-20-UC-06-0505. The Federal Award date is effective July 1, 2020 and is authorized upon signature of the designated HUD Official.

The Operating Agency is required by the County to register and maintain an active Unique Entity Identifier (also known as the Data Universal Numbering System (DUNS) number) in order to apply for, receive, implement, and report on a Federally-funded program. Furthermore, the County certifies that it has received and maintains an active Unique Entity Identifier number for each Agency.

The Operating Agency shall comply with all applicable uniform administrative requirements. The Operating Agency shall carry out each activity in compliance with all applicable Federal laws and regulations described in 24 CFR Part 570, Subparts J and K and 2 CFR Part 200, except that:

- a. The Operating Agency does not assume the County environmental responsibilities described in 24 CFR 570.604 and 24 CFR Part 58.1; and
- b. The Operating Agency does not assume the County's responsibility for initiating the review process under Executive Order 12372.

The Operating Agency agrees to be bound by applicable Federal, State, and local laws, regulations, and directives as they pertain to the performance of the Contract, including, but not limited to, Sections a-k below. This Contract is subject to and incorporates the terms of the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzales National Affordable Housing Act, 1990 and 2 CFR Part 200.

- a. The Operating Agency shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- b. The Operating Agency shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded, in whole or in part, with funds made available under this title.
- c. The Operating Agency shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.
- d. The Operating Agency shall comply with 24 CFR Part 5, including non-discrimination and equal opportunity requirements at 24 CFR 5.105(a). Furthermore, the Operating Agency shall comply with 24 CFR Parts 5 and 203, which prohibit discrimination in HUD funded programs based upon sexual orientation or gender identity. The rule precludes owners and operators of HUD-assisted housing or housing who's financing is insured by HUD from inquiring about the sexual orientation or gender identity of an applicant or occupant.
- e. The Operating Agency shall ensure equal opportunity in the award and performance of any contract to all persons without regard to race, color, gender, sexual orientation, religion, national origin, ancestry, age, marital status, or disability.
- f. During the performance of this Contract, the Operating Agency agrees as follows:
 - i. The Operating Agency shall comply with Executive Order 11246 of September 24, 1965, titled, Equal Employment Opportunity, later amended by Executive Order 11375 of October 13, 1967, and supplemented in the Department of Labor Guidelines (41 CFR Part 60), which require that during the performance of this Contract, the Operating Agency will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Operating Agency will take affirmative

action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Operating Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

- ii. The Operating Agency will, in all solicitations or advertisements for employees placed by or on behalf of the Operating Agency, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- iii. The Operating Agency will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency of the Operating Agency's contracting officer, advising the labor union or worker's representative of the Operating Agency's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- iv. The Operating Agency will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- v. The Operating Agency will furnish all information and reports required by the Executive Orders and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- vi. In the event that the Operating Agency fails to comply with the non-discrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part, and the Operating Agency may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Orders or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- vii. The Operating Agency will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions shall

be binding upon each subcontractor or vendor. The Operating Agency will take such actions with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, in the event that the Operating Agency becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the County, the Operating Agency may request the United States to enter into such litigation to protect the interests of the United States.

- g. The Operating Agency shall comply with Executive Order 13166, titled "Improving Access to Services by Persons with Limited English Proficiency." Executive Order 13166 requires that Federally assisted agencies make reasonable efforts to provide language assistance to ensure meaningful access for Limited English Proficiency (LEP) persons to the agency's programs and activities. HUD guidelines on LEP were published in the Federal Register on January 22, 2007 and were effective February 21, 2007. These HUD guidelines should be applied to federally subsidized housing, programs, and other services which may be contracted out to other contractors.
- h. Should the Operating Agency require additional or replacement personnel after the effective date of this Contract, the Operating Agency shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program, or General Relief Opportunity For Work (GROW) Program who meet the Operating Agency's minimum qualifications for the open position. The Operating Agency shall contact the County's GAIN and GROW Programs at (562) 908-6858 for a list of GAIN/GROW participants by job category.
- i. The Operating Agency is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using Federally-appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contracts, the making of any Federal grant, loan, or cooperative contract, and any extension, continuation, renewal, amendment, or modification of said documents.

Should the Operating Agency or persons/subcontractors acting on behalf of the Contract fail to fully comply with the Federal Lobbyist Requirements, civil penalties may result.

- j. The Operating Agency and each County lobbyist or County lobbyist firm, as defined in the Los Angeles County Code Chapter 2.160 (County Ordinance 93-0031), retained by the Operating Agency, shall fully comply with the requirements as set forth in said County Code Chapter.
- k. The Supervision of Trustees and Fundraisers For Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit

Integrity Act of 2004" (SB1262, Chapter 919) increased the Charitable Purposes Act requirements. By requiring subrecipients to complete the "Charitable Contributions Certification" form attached hereto as Exhibit C, the County seeks to ensure that all non-profit agencies that contract with the County and receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A subrecipient that receives or raises charitable contributions without complying with its obligation under California law commits a material breach, upon which the County may immediately terminate this Contract, and the Operating Agency shall be liable for any and all damages incurred by the County and/or any Federal agency as a result of such breach.

10. LOBBYING CERTIFICATIONS. With regards to the certification for contracts, grants, and loans, the undersigned certify, to the best of their knowledge and belief, that:

- a. The Operating Agency is familiar with the Los Angeles County Code Chapter 2.160 and assures the County that all persons acting on behalf of the Operating Agency will comply with the County Code.
- b. The Operating Agency is familiar with the Federal Lobbyist Requirements and assures the county that all persons and/or subcontractors acting on behalf of the Operating Agency will comply with the Federal Lobbyist Requirements.
- c. No Federally-appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- d. If any funds other than Federally-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- e. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making, or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be

subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

11. TERMINATION FOR FAILURE TO COMPLY WITH FEDERAL AND COUNTY LOBBYIST REQUIREMENTS. Failure on the part of the Operating Agency and/or its Lobbyist(s) to fully comply with said Federal and County Lobbyist Requirements shall constitute a material breach of the Contract upon which the County may immediately terminate this Contract, and the Operating Agency shall be liable for any and all damages incurred by the County and/or any Federal agency as a result of such breach.
12. CONFIDENTIALITY OF REPORTS. The Operating Agency shall keep confidential all reports, information, and data received, prepared, or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation, or entity without the prior written consent of the County.
13. CONTRACT WORK HOURS & SAFETY STANDARDS ACT; AND ACCIDENT PREVENTION. The Operating Agency shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, any contract awarded in excess of \$100,000 that involves the employment of mechanics or laborers must include a provision in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5).

The Operating Agency shall also comply with all applicable Federal, State, and local laws governing safety, health, and sanitation. The Operating Agency shall provide all safeguard safety devices and protective equipment and take any other needed actions, as its own responsibility, as reasonably necessary to protect the life and health of employees on the job, the safety of the public and personal and real property in connection with the performance of this Contract.
14. SEVERABILITY. In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope of breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.
15. INTERPRETATION. No provision of this Contract shall be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if both parties drafted it hereto.
16. WAIVER. No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this section 16 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

17. PROGRAM EVALUATIONS AND REVIEW. The County will monitor, evaluate and provide guidance to the Operating Agency in the performance of the CDBG Program. Reviews will focus on the extent to which the planned CDBG Program has been implemented and the measurable goals achieved, effectiveness of program management, and the impact of the program.

The Operating Agency shall make available for inspection to authorized County and HUD personnel and their agents, for five years (5) after the termination or expiration of this Contract, all records, including financial, pertaining to its performance under this Contract and allow said County and HUD personnel and agents to inspect and monitor the Operating Agency's facilities and program operations, and interview the Operating Agency's staff and program participants, as required by the County and/or HUD.

The Operating Agency agrees to submit all data that are necessary to complete the Consolidated Annual Performance and Evaluation Report (CAPER) and monitor program accountability and progress in accordance with HUD requirements, in the format and at the time designated by the Executive Director, or his/her designee.

Failure of the Operating Agency to comply with the requirements of this Section shall constitute a material breach of contract upon which LACDA, through its Executive Director, or his/her designee, may cancel, terminate or suspend this Contract.

18. EXPENDITURES. Expenditures made by the Operating Agency in the operation of this Contract shall be in strict compliance and conformity with the Budget set forth in Exhibit A, unless prior written approval for an exception is obtained from the LACDA, through its Executive Director, or his/her designee.
19. USE OF FUNDS. All funds approved under this Contract shall be used solely for costs approved in the program budget for this Contract. Contract funds shall not be used as a cash advancement between contracts, as security to guarantee payments for any non-program obligations, or as loans for non-program activities. Separate financial records shall be kept for each funding source and program.
20. USE OF FUNDS FOR ENTERTAINMENT, MEALS, OR GIFTS. The Operating Agency certifies and agrees that it will not use funds provided through this Contract to pay for entertainment, meals, or gifts.
21. BUDGET MODIFICATIONS. The Executive Director, or his/her designee, who shall be a Division Director or higher, may grant budget modifications to this Contract for the movement of funds between the budget categories identified in Exhibit A, when such modifications:
- a. Are specifically requested by the Operating Agency;
 - b. Will not change the project goals or scope of services;
 - c. Are in the best interest of the County and the Operating Agency in performing the scope of services under this Contract;
 - d. Do not alter the total amount of compensation under this Contract; and

e. Are in writing prior to expenditures being made.

22. FINANCIAL CLOSE OUT PERIOD. The Operating Agency agrees to complete all necessary financial close-out procedures required by the County, within a period of not more than 60 calendar days from the expiration date of this Contract. This time period will be referred to as the financial close out period. The County is not liable to provide reimbursement for any expenses or costs associated with this Contract after the expiration of the financial close out period. After the expiration of the financial close out period, those funds not paid to the Operating Agency under this Contract, if any, may be immediately reprogrammed by the County into other eligible activities in the County. The County may request a final financial audit for activities performed under this Contract at the expiration of the financial close out period.

23. DISALLOWED COSTS. If Operating Agency has failed to return unexpended funds or funds spent for disallowed costs related to any CDBG Contract it has with the County, County may withhold and offset payments to be made to Operating Agency under this Contract.

24. AUDITS. The Operating Agency's program will be audited in accordance with the County's policy and funding source guidelines. Audits may also be conducted by Federal, State, or local funding source agencies. The County or its authorized representatives shall, at all times during the term of this Contract, and for a period of five (5) years thereafter, have access, for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of the Operating Agency. The Operating Agency's staff will cooperate fully with authorized auditors when they conduct audits and examinations of the Operating Agency's program. A financial audit of the Operating Agency's performance under this Contract shall be conducted at the County's discretion. If indications of misappropriation or misapplication of the funds of this Contract cause the County to require a special audit, the cost of the audit will be encumbered and deducted from this Contract's budget.

Failure of Operating Agency to comply with the requirements of this Section shall constitute a material breach of contract upon which LACDA, through its Executive Director, or his/her designee, may cancel, terminate or suspend this Contract.

25. AUDIT EXCEPTIONS. The Operating Agency agrees that in the event the program established hereunder is subject to audit exceptions by appropriate audit agencies, it shall be responsible for complying with such exceptions and paying the County the full amount of County's liability to the funding agency resulting from such audit exceptions.

26. FISCAL LIMITATIONS. The United States of America, through HUD, may in the future place programmatic or fiscal limitation(s) on CDBG funding. Accordingly, the County reserves the right, in its sole discretion, to revise this Contract, in order to take into account actions and events affecting CDBG program funding. In the event of a CDBG funding reduction by HUD, the County may, in its sole discretion, reduce the compensation amount of this Contract in whole or in part, or may limit the rate of the

Operating Agency's use of both its uncommitted and its unspent funds. LACDA, through its Executive Director, or his/her designee, may act for the County in implementing and effecting such a reduction in the compensation amount of this Contract.

Where LACDA, through its Executive Director, or his/her designee, has reasonable grounds to question the fiscal accountability, financial soundness, or compliance with this Contract of the Operating Agency, LACDA, through the Executive Director, or his/her designee, may suspend this Contract for up to 60 days, upon three (3) days' notice to the Operating Agency, pending an audit or other resolution of such questions. In no event, however, shall a revision made by the County affect expenditures and legally binding commitments made by the Operating Agency before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable, that such commitments are consistent with HUD cash withdrawal guidelines, and that CDBG funds are available to the County to satisfy such expenditures or legally binding commitments.

27. REVERSION OF ASSETS. Upon expiration or termination of this Contract, the Operating Agency shall immediately transfer to the County any remaining CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds. Any real property under the Operating Agency's ownership or possession that was acquired or improved in whole or in part with CDBG funds, in excess of \$25,000, shall be either:

- a. Used to meet one of the national objectives in 24 CFR Section 570.208 for five (5) years following the close-out of the CDBG project from which assistance to the property was provided after expiration of this Contract (24 CFR Section 570.503), or such longer period of time as may be specified in the Exhibit A; or
- b. Disposed of in a manner, that results in the County being reimbursed in the amount of the current market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time and under the conditions specified in subparagraph a. above.

The Operating Agency shall maintain the use of the real property and documentation verifying compliance with the national objective for a period of five (5) years after closeout of this project. The Operating Agency must submit to the County a completed certification form verifying that the property is used exclusively for the eligible use and purpose as provided in the Exhibit A. This form shall be submitted on an annual basis, when requested, beginning in year two (2) and for a period of five (5) years after closeout of the project. In case of a change of use or disposition, the County must be reimbursed for the current market value of the property at the time of disposition, or proceeds from the sale, less the pro rata share of expenditures made with non-CDBG funds to acquire or improve the property.

28. PROGRAM INCOME. Program income shall be returned monthly during the duration of this Contract. Upon termination of this Contract, the County reserves the

right to determine the final disposition of any program income, as described in 2 CFR Part 200, Subpart D 200.307 and 24 CFR Section 570.504 accumulated under the project(s) set forth in Exhibit A. Said disposition may include the County taking possession of said program income.

29. NONEXPENDABLE PROPERTY. Nonexpendable property means leased or purchased tangible personal property, including, but not limited to, a vehicle, office equipment, etc. having a useful life of more than one (1) year and an acquisition cost of \$5,000 or more per unit. Nonexpendable property shall also include, but not be limited to, real property, any interest in real property (including any mortgage or other encumbrance of real property), and funds derived from the sale or disposition of nonexpendable property.

Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of the County and otherwise comply with all applicable laws and regulations. In the event, that the Contract is terminated or expires, the County reserves the right to determine the final disposition of said nonexpendable property acquired for this project with CDBG funds, including funds derived there from. Said disposition may include taking possession of said nonexpendable property.

The Operating Agency shall maintain up-to-date inventory records, listing all non-expendable property purchased with an acquisition cost of \$5,000 or more that it has leased or purchased during the term of this Contract. The following items should be included in the list: description of property, serial or ID number, source of funds that purchased the item, including the Federal Award Identification Number (FAIN), which is B-20-UC-06-0505, owner of the property, date of purchase, total cost, percentage of cost paid with CDBG and/or other Federal monies, location, condition and use of property, date of disposal, sale price or method used to determine the current market value, name of the individual completing the inventory, and the date the inventory was taken or updated. The Operating Agency shall conduct a physical inventory of the nonexpendable property at least once a year, reconcile the inventory with its property records, and maintain these records for five years (5) after the termination or expiration of this Contract.

In the event there is a change of use or disposition of the property during the term of the contract, except in the case of real property in excess of \$25,000, if the market value of the property is over \$5,000, the Operating Agency shall immediately pay to the County a pro-rata share of the current market value of the property, or proceeds from the sale. The pro-rata share shall be calculated by multiplying the current market value by the percentage of the purchase price paid with CDBG funds or program income.

If there is a residual inventory of unused supplies, upon termination or completion of the project or termination or expiration of this Contract, with a current aggregate market value exceeding \$5,000, and if the supplies are not needed for any other Federally sponsored program(s) or project(s), the Operating Agency shall immediately pay the County for its pro rata share of the current aggregate market

value or proceeds from the sale calculated at the percentage of the purchase price paid with CDBG funds. The Operating Agency shall obtain prior approval of the County and otherwise comply with all applicable laws and regulations prior to utilizing the supplies for any other Federally-sponsored program(s) or project(s).

30. PURCHASE OR LEASE OF NONEXPENDABLE PROPERTY. The Operating Agency may use its own documented procurement procedures which reflect applicable State and local laws and regulations, provided that the procurement procedures conform to applicable Federal law and the standards identified in 2 CFR Part 200, Subpart D 200.318-200.326.

All procurement transactions must be conducted in a manner providing for full and open competition consistent with the standards of 2 CFR Part 200 Section 200.319 and Section 200.320, Methods of Procurement to be followed. The Operating Agency must purchase or lease from the lowest, responsive, and responsible bidder. Whenever possible, the Operating Agency must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used.

31. ACCOUNTING. The Operating Agency must establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards, and the County Auditor-Controller Contract Accounting and Administration Handbook. Regardless of the Operating Agency's method of accounting, expenses must be reported in accordance with Sections 5 and 22 of this Contract.

32. CHANGES. The County may, from time to time, request changes hereunder, including the scope of services of the Operating Agency. Such changes, including any increase or decrease in the amount of the Operating Agency's compensation, which are agreed upon by and between the County and the Operating Agency, shall be incorporated into this Contract by written amendments. Any changes by HUD to the regulations or requirements governing the Operating Agency's performance hereunder need not be incorporated by written amendment and will be binding for the Operating Agency upon notification by the County.

33. CHANGES IN GRANT ALLOCATION. The County reserves the right to reduce the grant allocation when the County's fiscal monitoring indicates that the Operating Agency's rate of expenditure will result in unspent funds at the end of the program year. Changes in the grant allocation will be made after consultation with the Operating Agency. Such changes shall be incorporated into this Contract by written amendments.

34. REVENUE DISCLOSURE REQUIREMENT. Upon request, the Operating Agency shall file with the County a written statement listing all revenue received, or expected to be received, by the Operating Agency from all funding sources applied for, or expected to be applied for, to offset, in whole or in part, any of the costs incurred by the Operating Agency in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity

which is the subject of this Contract. Such statement shall reflect the name and a description of such business activity, the dollar amount of funding provided, or to be provided, by each and every funding source for each such project or business activity, and the full name and address of each funding source. The Operating Agency shall make available for inspection and audit to the County's representatives, upon request, at any time during the duration of this Contract, and for a period of five (5) years thereafter, all of its books and records relating to the operation of each project or business activity which is funded in whole or in part with all funding sources including the project(s) funded under this Contract, whether or not such monies are received through the County. All such books and records shall be maintained by the Operating Agency at a location in Los Angeles County.

Failure of the Operating Agency to comply with the requirements of this Section 34 of this Contract shall constitute a material breach of contract upon which the County may immediately cancel, terminate or suspend this Contract through its Executive Director.

35. JOINT FUNDING. For projects in which there are sources of funds in addition to CDBG funds, the Operating Agency may be required to provide proof of such other funding. The County shall not pay for any costs incurred by the Operating Agency, which are paid with other funds. All restrictions and/or requirements provided for in this Contract, relative to accounting, budgeting and reporting, apply to the total project regardless of funding sources. Separate financial records shall be kept for each funding source and program.
36. ASSURANCES. The Operating Agency hereby assures and certifies that it has complied with the Act, applicable regulations, policies, guidelines and requirements, 2 CFR Part 200, and that it will comply with all applicable Federal, State, and local laws and regulations as they relate to acceptance and use of Federal funds for this program. Also, the Operating Agency gives assurance and certifies with respect to the project specified in Exhibit A, that it will comply with all of the provisions of 24 CFR Section 570.303, and all other laws and regulations which pertain to assurances of program applicants. Furthermore, the Operating Agency gives assurance and certifies that it will comply with provisions of 41 CFR Part 60-1.4 and 24 CFR Part 135, each of which is incorporated herein by this reference. Operating Agency further assures and certifies that it will comply with any further amendments or changes to said required assurances and certifications and that, during the term of this Contract, it will maintain current copies of said assurances and certifications at the address specified below.
37. CITIZEN PARTICIPATION. All program data necessary to provide reports to citizens will be made available by the Operating Agency. Discussions will be held often enough so that the Operating Agency will be adequately apprised of citizen recommendations, during the course of the program. The Operating Agency representatives shall be available to respond to questions and receive recommendations at local meetings when so requested by the Executive Director, or his/her designee.

38. NOTICES. All notices shall be served in writing. The notices to the Operating Agency shall be sent to the following address:

Just Us 4 Youth
158 W. Third Street
Pomona, CA 91766

Notices, reports and statements to the County shall be personally delivered or sent via First Class U.S. mail to the Executive Director, or his/her designee, at:

Los Angeles County Development Authority
Community & Economic Development Division-Grants Management Unit
700 W. Main Street
Alhambra, California 91801

Each party shall promptly notify the other of any change in its mailing address.

39. ASSIGNMENT. The Operating Agency may not assign any portion of this Contract without the express written consent of the County. Any attempt by the Operating Agency to assign any performance of the terms of this Contract shall be null and void and shall constitute a material breach of this Contract, upon which the County may immediately terminate this Contract through the Executive Director, or his/her designee.
40. SUBCONTRACTING. The requirements of this Contract may not be subcontracted by the Operating Agency without compliance of procurement standards and methods as outlined in 2 CFR Par 200, Subpart D Sections 200.318-200.326. Any attempt by the Operating Agency to subcontract without adherence to Federal regulations as required by the County may be deemed a material breach of this Contract.

If the Operating Agency desires to subcontract, the Operating Agency shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

The Operating Agency shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor, in the same manner and to the same degree as if such Subcontractor(s) were the Operating Agency's employees.

The Operating Agency shall remain fully responsible for all performances required of it under this Contract, including those that the Operating Agency has determined to subcontract, notwithstanding the County's approval of the Operating Agency's proposed subcontract.

The Operating Agency shall address administrative, contractual, or legal remedies for

all contracts in instances where subcontractors violate or breach contract terms. The Operating Agency must provide sanctions and penalties as appropriate.

The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Operating Agency is responsible to notify its subcontractors of this County right.

LACDA's Executive Director, or his/her designee, is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by LACDA, the Operating Agency shall forward a fully executed subcontract to the County for their files.

The Operating Agency shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

The Operating Agency shall obtain and maintain on site certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The County may request copies of the certificates and endorsements required herein at any time. Failure by the Operating Agency to comply with the County's request may be deemed by the County as a material breach of this contract.

41. NOTICE OF FEDERAL EARNED INCOME CREDIT. The Operating Agency 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.
42. CONFLICT OF INTEREST. The Operating Agency, its agents and employees shall comply with all applicable Federal, State, and County laws and regulations governing conflict of interest including, but not limited to, 2 CFR Part 200. Section 200.112 and 24 CFR Section 570.611. The Operating Agency agrees to incorporate the language found in this Section 42, CONFLICT OF INTEREST, in contracts using CDBG funds and subject to compliance with conflict of interest Federal, State, and County laws.

The general rule shall be that no person described in the *Persons covered* section below of this Section 42, CONFLICT OF INTEREST, who exercises, or has exercised any function or responsibilities with respect to CDBG activities, or who is in a position to participate in a decision making process or gain inside information with regards to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter.

Persons covered – The conflict of interest provisions of this Section 42, CONFLICT OF INTEREST, shall apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the CDBG Operating Agency, or of any designated public agencies, or of any subrecipients that are receiving CDBG funds.

The Operating Agency represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment, or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the County or LACDA. Upon execution of this Contract and during its term, as appropriate, the Operating Agency shall disclose in writing to the County any other contract or employment during the term of this Contract by any other persons, business, or corporation in which employment will or may likely develop a conflict of interest between the County's and/or LACDA's interest and the interests of the third parties.

43. TIME OF PERFORMANCE MODIFICATIONS. The Executive Director, or his/her designee, who shall be a Division Director or higher, may grant time of performance modifications to this contract when such modifications:
 - a. Are specifically requested by the Operating Agency;
 - b. Will not change the project goals or scope of services;
 - c. Are in the best interest of the County and the Operating Agency in performing the scope of services under this Contract;
 - d. Do not alter the total amount of compensation under this Contract; and
 - e. Are in writing prior to expenditures being made.
44. INDEPENDENT CONTRACTOR. Both parties hereto in the performance of this Contract will be acting in an independent capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever, including workers' compensation liability. The Operating Agency shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Operating Agency pursuant to this Contract.
45. AMENDMENTS/VARIATIONS. This writing, with attachments, embodies the whole of the agreement of the parties hereto. No oral agreement shall be binding upon the parties unless expressly stated herein. Except as provided herein, any addition to or variation of the terms of this Contract shall not be valid unless made in the form of a written amendment of this Contract formally approved and executed by both parties. All Amendments must be received by the County no less than 60 calendar days from the expiration date of this Contract.
46. ACQUISITION OF SUPPLIES AND EQUIPMENT. Following approval by the County for necessary supplies and equipment for Contract performance, the Operating Agency may purchase from a related agency/organization only if: (a) prior

authorization is obtained in writing from the County, (b) no more than maximum prices or charges are made and no more than minimum specifications are met, as provided in writing by the County, (c) a community related benefit is derived from such Operating Agency related acquisition, and (d) no conflict of interest for private gain accrues to the Operating Agency or its employees, agents or officers.

47. MONITORING AND EVALUATION. The County will monitor, evaluate, and provide guidance to the Operating Agency in the performance of this Contract. Authorized representatives of the County and HUD shall have the right of access to all activities and facilities operated by the Operating Agency under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, board of directors, advisory committee, and advisory board meetings, and observation of ongoing program functions. The Operating Agency will ensure the cooperation of its staff and board members in such efforts. The Executive Director, or his/her designee, may conduct program progress reviews. These reviews will focus on the extent to which the planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program.

Failure of Operating Agency to comply with the requirements of this Section shall constitute a material breach of contract upon which the Executive Director, or his/her designee, may cancel, terminate or suspend this Contract.

48. INSURANCE. The Executive Director hereby authorizes LACDA's Risk Manager to determine the requirements of the insurance policy to be procured and maintained by the Operating Agency with respect to its activities and obligations hereunder. Without limiting the Operating Agency's indemnification requirements as set forth in Section 50 below, the Operating Agency shall provide and maintain at its own expense during the term of this Contract, a program of insurance satisfactory to the LACDA's Risk Manager covering its operations hereunder, as specifically defined in Exhibit B to this Contract, a copy of which is attached hereto and incorporated herein by this reference.

49. FAILURE TO PROCURE INSURANCE. Failure on the part of the Operating Agency to procure or maintain required insurance (pursuant to Exhibit B) shall constitute a material breach of contract under which County may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith. All monies so paid by the County shall be repaid by the Operating Agency to the County upon demand or the County may offset the cost of the premiums against any monies due to the Operating Agency from the County.

50. INDEMNIFICATION. The Operating Agency shall indemnify, defend and hold harmless the LACDA, County, and its Special Districts, elected and appointed officers, employees, agents and volunteers ("LACDA Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from

and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the LACDA Indemnitees.

51. NEPOTISM. The Operating Agency shall not hire nor permit the hiring of any person to fill a position funded through this Contract if a member of that person's immediate family is employed in an administrative capacity by the Operating Agency, unless this action is approved by the Operating Agency's governing body and waived by the County. For the purpose of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, stepparent and stepchild. The term "administrative capacity" means having selection, hiring, supervisory, or management responsibilities, including serving on the governing body of Operating Agency.
52. RELIGIOUS AND POLITICAL ACTIVITIES. The Operating Agency agrees that funds under this Contract will be used exclusively for performance of the work required under this Contract, and that no funds made available under this Contract shall be used to promote religious or political activities. Further, the Operating Agency agrees that it will not perform, nor permit to be performed, any religious or political activities in connection with the performance of this Contract.
53. REPORTS AND RECORDS. The Operating Agency agrees to prepare and submit financial, program progress, monitoring, evaluation and other reports as required by the County. Program progress reports shall be submitted as required, in the form specified by LACDA, through its Executive Director, or his/her designee. The Operating Agency shall maintain, and permit on-site inspections of such property, personnel, financial and other records and accounts as are considered necessary by the County to assure proper accounting for all Contract funds during the term of this Contract and for a period of five (5) years thereafter. The Operating Agency will ensure that its employees and board members furnish such information, which, in the judgment of County representatives, may be relevant to a question of compliance with contractual conditions, with County or granting agency directives, or with the effectiveness, legality, and achievements of the program.
54. CERTIFICATION PROHIBITING USE OF EXCESSIVE FORCE. In accordance with Section 519 of Public Law 101-144, the undersigned certifies, to the best of his or her knowledge and belief that it has adopted and is enforcing:
- a. A policy prohibiting the use of excessive force in violation of applicable Federal, State or local laws by anyone acting under the authority or supervision of Operating Agency against any individuals engaged in non-violent civil rights demonstrations; and
 - b. A policy of compliance with applicable Federal, State, and local laws against individuals physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

55. DRUG-FREE WORKPLACE. Operating Agency agrees to provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Operating Agency's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- b. Establishing an ongoing drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Operating Agency's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by subparagraph a. of this Section 55.
- d. Notifying the employee in the statement required by paragraph a. of this Section 55 that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- e. Notifying the County in writing, within ten (10) calendar days after receiving notice under subparagraph (d) (ii) from an employee or otherwise receiving actual notice of such a conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (ii), with respect to any employee who is so convicted.
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

- ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs a, b, c, d, e, and f.

56. RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN. Section 104(d) of the Housing and Community Development Act of 1974, also known as the Barney Frank Amendment, requires relocation assistance for displaced low-income families and requires one-for-one replacement of low/moderate income dwelling units that are demolished or converted to other use. When CDBG funds are used in a project, including financing for rehabilitation, or project delivery costs, Section 104(d) is triggered. CDBG Regulations further describe the requirements under 24 CFR Section 570.606 Displacement, Relocation, Acquisition, and Replacement of Housing.

The Operating Agency must adopt and make public a Residential Anti-Displacement and Relocation Assistance Plan as part of its administrative requirements to HUD. Before the Operating Agency enters into a Contract committing it to provide funds for any activity that will directly result in the demolition, or conversion to another use, of low/moderate-income dwelling units, it must make public and submit to HUD the information as described in Sections 24 CFR Sections 570.457; 570.496 (a); 570.606 (c); and 570.702 (f).

57. PROPERTY MAINTENANCE STANDARDS. The Operating Agency providing services under Contract to the County must ensure that sufficient property maintenance ("property maintenance standards") shall be provided to the facility where services are being provided. Property maintenance includes removal of trash and debris, graffiti abatement, landscaping, and physical appearance acceptable to the County.

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

The Operating Agency shall immediately report any attempt by the County officer or employee to solicit such improper consideration. The Report shall be made to the Executive Director or the County Auditor-Controller's Employee Fraud Hotline (800) 544-6861.

59. OPERATING AGENCY'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM. The Operating Agency acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Operating Agency's duty under this Contract to comply with all applicable provisions of the law, the Operating Agency warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

60. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM. Failure of the Operating Agency to maintain compliance with the requirements set forth in Section 59, OPERATING AGENCY'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM shall constitute a default by the Operating Agency under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department (CSSD) shall be grounds upon which the Executive Director, or his/her designee, may terminate this Contract pursuant to Section 64, Termination for Cause.

61. POST MOST WANTED DELINQUENT PARENTS LIST. The Operating Agency acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Operating Agency understands that it is the County's policy to voluntarily post a list entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Operating Agency's place of business. The CSSD will supply the Operating Agency with the poster to be used.

62. COUNTY'S QUALITY ASSURANCE PLAN. The County will evaluate the Operating Agency's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Operating Agency's compliance with all Contract terms and performance standards. The Operating Agency's deficiencies, which the County determines are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Operating Agency. If improvement does not occur consistent with the corrective measure, the County may terminate this Contract, pursuant to Sections 63 or 64, or impose other penalties as specified in this Contract.

63. TERMINATION FOR CONVENIENCE. The County reserves the right to cancel this Contract for any reason at all upon 30 days' prior written notice to the Operating Agency. In the event of such termination, the Operating Agency shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

If the County exercises its rights under Section 26, Fiscal Limitations, the Operating Agency shall have the right to terminate this Contract for convenience with 30 days' advance written notice under this Section 63.

64. TERMINATION FOR CAUSE. This Contract may be terminated by the County upon written notice to the Operating Agency for just cause (failure to perform satisfactorily) with no penalties incurred by the County upon termination or upon the occurrence of any of the following events in a, b, c, d, or e:

- a. Should the Operating Agency fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of the Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Operating Agency, and should the Operating Agency neglect or refuse to provide a means for satisfactory compliance with this Contract and with the direction of the County within the time specified in such notice, the County shall have the power to suspend or terminate the operations of the Operating Agency in whole or in part;
- b. Should the Operating Agency fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of the Contract, or if the work to be done under said Contract is abandoned for more than three (3) days by the Operating Agency, then notice of deficiency thereof in writing will be served upon the Operating Agency by the County;
- c. Should the Operating Agency fail to comply with the terms of said Contract within five (5) days, upon receipt of said written notice of deficiency, LACDA, through its Executive Director, or his/her designee, shall have the power to suspend or terminate the operations of the Operating Agency in whole or in part;
- d. In the event that a petition of bankruptcy shall be filed by or against the Operating Agency; or
- e. If, through any cause, the Operating Agency shall fail to fulfill in timely and proper manner the obligations under this Contract, or if the Operating Agency shall violate any of the covenants, Contracts, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Operating Agency of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Operating Agency or

under this Contract shall, at the option of the County, become its property and the Operating Agency shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

65. ARCHITECTURAL BARRIERS ACT AND THE AMERICANS WITH DISABILITIES ACT. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally-funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of residential structure as defined in 24 CFR Section 40.2 or the definition of building as defined in 41 CFR Part 101, is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 for residential structures and Appendix A to 41 CFR Parts 101-19 for general type buildings). The Americans with Disabilities Act (42 U.S.C. Section 12131; 47 U.S.C. Sections 155.201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy after January 26, 1993 that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable, easily accomplishable and able to be carried out without much difficulty or expense.
66. USE OF RECYCLED-CONTENT PAPER PRODUCTS. Consistent with the County Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, the Operating Agency agrees to use recycled-content paper to the maximum extent possible.
67. EMPLOYEES OF OPERATING AGENCY. *Workers' Compensation:* Operating Agency understands and agrees that all persons furnishing services to the County pursuant to this Contract are, for the purposes of workers' compensation liability, employees solely of the Operating Agency. The Operating Agency shall bear sole responsibility and liability for providing workers' compensation benefits to any person for injuries arising from an accident connected with services provided to the County under this Contract.

Professional Conduct: The County does not and will not condone any acts, gestures, comments, or conduct from the Operating Agency's employees, agents, or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The County will properly investigate all charges of harassment by residents, employees, or agents of the County against any and all Operating Agency's employees, agents, or subcontractors providing services for the County. The Operating Agency assumes all liability for the actions of the Operating Agency's employees, agents, or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Operating Agency.

68. CONTRACTOR RESPONSIBILITY AND DEBARMENT. A responsible contractor is a contractor, consultant, vendor, or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the policy of LACDA and the County to only conduct business with responsible contractors.

- a. The Operating Agency is hereby notified that if the County acquires information concerning the performance of a contractor on this or other contracts which indicates that the contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the contractor from bidding or proposing on, or being awarded, and/or performing work on County, and LACDA contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by circumstances, and terminate any or all existing contracts the contractor may have with the County and LACDA.
- b. The County may debar a contractor, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the contractor, consultant, vendor, or operating agency has done any of the following: (1) violated any term of a contract with LACDA, the County, or a nonprofit corporation created by LACDA, or the County; (2) committed any act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with LACDA, the County, or any other public entity, or a nonprofit corporation created by LACDA, or the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against LACDA, the County, or any other public entity.
- c. If there is evidence that the contractor may be subject to debarment, the County will notify the contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- d. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the County shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.
- e. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- f. If a contractor has been debarred for a period longer than five (5) years, that contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, at its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after the debarment was imposed; or (4) any other reason that is in the best interests of the County.
 - g. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of the debarment period or termination of the debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
 - h. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
 - i. These terms shall also apply to subcontractors and consultants of the County, LACDA, or contractors, consultants, vendors, and operating agencies.
69. COPELAND "ANTI-KICKBACK" ACT. The Operating Agency shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented by Department of Labor regulations (29 CFR part3). These terms shall apply to construction contracts in excess of \$2,000 awarded to the Operating Agency, as well as contracts awarded to subcontractors and consultants.
70. DAVIS-BACON ACT. The Operating Agency shall comply with the prevailing wage requirements of the Davis-Bacon Act as amended, (40 U.S.C. 3141-3148) and as supplemented by the Department of Labor regulations (29 CFR part 5). These terms shall apply to construction contracts in excess of \$2,000 awarded to the Operating Agency, as well as contracts awarded to subcontractors and consultants. The prevailing wage requirements also apply to CDBG funded activities for the

rehabilitation of residential property when the project contains eight (8) or more housing units at the construction site.

71. SECTION 3. In order to comply with the Housing and Urban Development Act of 1968, the Operating Agency and, where applicable, its contractor(s) and subcontractor(s) shall comply with Section 3 regulations as described in 24 CFR Part 135. Section 3 compliance activities of the Operating Agency and its contractor(s) and subcontractor(s) shall be guided by the Construction Compliance Guidelines, as amended, which can be made available to the Operating Agency for inspection and copying upon request, if the Operating Agency does not already possess a copy.

- a. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

Section 3 covered assistance and thresholds apply to the following HUD assistance:

- i. Housing and Community Development assistance – Section 3 applies to training, employment, contracting, and other economic opportunities arising in connection with the expenditure of housing assistance (including Section 8 assistance, including other housing assistance not administered by the U.S. Assistant Secretary of housing); community development assistance that is used for housing rehabilitation (including abatement of lead based paint hazards, but excluding routine maintenance, repair and replacement; and other public construction); housing construction; and other public construction.

The threshold for Section 3 covered housing and community development assistance is \$200,000 or more. This threshold applies to recipients of housing and community development program assistance for Section 3 covered programs. The requirements of this section also apply to contractors and subcontractors performing work on Section 3 covered project(s) for which the amount of the assistance exceeds \$200,000, and the contract or subcontract exceeds \$100,000. If a recipient receives Section 3 covered housing or community development assistance in excess of \$200,000, but no contract exceeds \$100,000, then the Section 3 preference requirements apply only to the recipient.

Applicability of Section 3 to an entire project or activity funded with Section 3 assistance. The requirements of this section apply to an entire project or activity that is funded with Section 3 covered assistance, regardless of whether the activity is fully or partially funded with Section 3 covered assistance.

- b. The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
 - c. The Operating Agency agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining Contract or other understanding, if any, a notice advising the labor organization or workers' representative of the Operating Agency's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - d. The Operating Agency agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Operating Agency will not subcontract with any subcontractor where the Operating Agency has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
 - e. The Operating Agency will certify that any vacant employment positions, including training positions, that are filled (1) after the Operating Agency is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Operating Agency's obligations under 24 CFR Part 135.
 - f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.
72. CONSTRUCTION/REHABILITATION PROJECTS. The Operating Agency shall submit a request to the County, to conduct a Contract and Labor Compliance File Review within 10 days from completion of construction/rehabilitation activities.
73. PATENT RIGHTS. The Operating Agency must adhere to Federal requirements and regulations relating to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this contract.
74. PHOTOGRAPHS, FOOTAGE, AND OTHER MEDIA MATERIALS. Operating Agency represents and warrants that all photographs, videos, DVD's, footage, magazines, and other media materials provided to the County are either public record

or have been legally procured without invading the copyright, ownership, or privacy rights of any individual. Operating Agency further agrees to defend, hold harmless, and indemnify the County from any and all liability, as described in Section 50, Indemnification, arising from or related to County's use of said photographs, videos, DVD's, footage, magazines, and other media materials.

75. OPERATING AGENCY'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW. The Operating Agency acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Operating Agency understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Operating Agency's place of business. The Operating Agency will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. This poster is available at www.babysafela.org/docs/poster_e.pdf.
76. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW. The Operating Agency shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available at www.babysafela.org for printing purposes.
77. OPERATING AGENCY'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM. The Operating Agency acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contract are current in paying their personal and real property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Operating Agency qualifies for an exemption or exclusion, the Operating Agency 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 the County's Defaulted Tax Program, found at Los Angeles County Ordinance No. 2009-0026 and codified at Los Angeles County Code, Chapter 2.206.
78. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM. Failure of the Operating Agency to maintain compliance with the requirements set forth in Section 77, "OPERATING AGENCY'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Operating Agency to cure such default within 10 days of notice shall be grounds upon which County may suspend or terminate this contract pursuant to the County's Defaulted Property Tax Reduction Program found at Los Angeles County Ordinance No. 2009-0026 and codified at Los Angeles County Code, Chapter 2.206.

79. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING. Operating Agency acknowledges that the County has established a Zero Tolerance Trafficking Policy prohibiting the Operating Agency, or subcontractors approved under this contract from engaging in human trafficking.

If the Operating Agency, or a member (s) on the Operating Agency's staff is convicted of a human trafficking offense, the County shall require that the Operating Agency, or member of the Operating Agency's staff be removed immediately from performing services under this contract. The 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 the Operating Agency's staff pursuant to this section shall not relieve the Operating Agency of its obligation to complete all work in accordance with the terms and conditions of this Contract.

80. CLEAN AIR ACT. The Operating Agency must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). These terms shall apply to construction contracts in excess of \$100,000 awarded to the Operating Agency, as well as contracts awarded to subcontractors and subconsultants.
81. ENERGY POLICY AND CONSERVATION ACT. The Operating Agency must comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub.L.94A 163, Stat.871).
82. WARRANTY OF AUTHORITY. The undersigned signatory for the Operating Agency covenants, warrants and guarantees that he/she is empowered and authorized to sign this Contract on behalf of Operating Agency in accordance with the terms and conditions stated herein.
83. ENTIRE CONTRACT. This Contract with attachments and any and all Policy Bulletins, which the County may issue from time to time following the date of execution, constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by the Executive Director of the Los Angeles County Development Authority, and the Operating Agency has subscribed the same through its duly authorized officers, on the day, month and year first above written.

COUNTY OF LOS ANGELES

JUST US 4 YOUTH
Operating Agency

By: _____
EMILIO SALAS, Executive Director
Los Angeles County Development Authority

By: _____
Title: _____

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

APPROVED AS TO PROGRAM:

EMILIO SALAS, Executive Director
Los Angeles County Development Authority

By: _____
Deputy

By: _____
Director
Community & Economic Development
Division

Los Angeles County Development Authority
County of Los Angeles
Project Description and Activity Budget

Contract No. Version 0

PROJECT**OPERATING AGENCY**

Project No: 602468-21	Organization
Title: Gang Prevention & Intervention	Name: Just Us 4 Youth
	Type: CBO
Funding Period: To: 6/30/2023	LACDA Program Mgr: Samuel Leung
Jurisdiction: 1st District	

Project Administration

Paul Hudak, Director of Operations
158 W. Third Street,
Pomona, CA 91766
Phone: (909) 736-3068
Fax: (657) 439-3675
Email:paulh@ju4y.org

Eligibility Summary

Funding Source: CDBG
HUD Code: 05I Crime Awareness/Prevention
Eligibility Citation: 570.201(e)
National Objective: LMA
Nat. Objective Citation: 570.208(a)(1) (i)
Est. Accomplishments: 46945 Performance Indicator: People (General)

Activity Summary

The project is designed to serve the regions of Pomona and Puente Valley by offering resources and care in efforts to reduce violence and trauma and to promote well-being and healing in our marginalized communities. The proposed uses of the requested CDBG funds is to provide gang intervention and prevention services primarily over Bassett, Valinda, La Puente and Pomona to the targeted population. The office located at 158 W. Third Street, Pomona, CA 91766 will be the headquarter of the non-profit.

CDBG will be used for Personnel, Non-Personnel and indirect Costs.

Special Conditions

Project No: 602468-21 Version: 0

Los Angeles County Development Authority
Program Management Mitigation Conditions

Exhibit A

None.

Environmental Mitigation Conditions

None.

Contracted Services/Subrecipients

Funding Summary

<u>Cost Category</u>	<u>Amount</u>
Personnel	\$166,396.00
Non-Personnel	\$66,964.00
Indirect Costs	\$16,640.00
Total	\$250,000.00

Service Area

<u>Region</u>	<u>Population</u>	<u>Low/Mod Pop</u>
4047.03 Unincorporated - West Valinda	2,790	1,820
4069.01 Unincorporated - West Valinda	3,710	2,480
4070.01 Unincorporated - West Valinda	5,975	3,535
4070.02 Unincorporated - West Valinda	1,830	1,270
4070.02 Unincorporated - West Valinda/West Puente Valley	3,730	2,335
4073.01 Unincorporated - West Valinda	4,750	2,765
4073.02 Unincorporated - West Valinda/West Puente Valley	3,910	2,235
4075.01 Unincorporated - Valinda	4,490	2,765
4075.02 Unincorporated - Valinda	4,105	2,595
4078.01 Unincorporated - Valinda	5,225	2,890

Los Angeles County Development Authority

Exhibit A

4082.02 Unincorporated - Avocado Heights/Bassett	880	605
4083.01 Unincorporated - Avocado Heights/Bassett/North Whittier	5,550	2,870
Grand Total:	46,945	28,165 60.00% Low/Mod

EXHIBIT B

INSURANCE REQUIREMENTS FOR COMMUNITY BASED ORGANIZATIONS AND OTHER PUBLIC AGENCIES

The insurance policies are to contain and be endorsed to contain, the provisions set forth herein. All certificates of insurance and endorsements shall carry the following identifier: Just Us 4 Youth.

1.0 INSURANCE

In order for the Operating Agency to meet its obligations and insure its continuance, without limiting the Operating Agency's indemnification of LACDA Indemnitees, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, the Operating Agency shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Section 9 this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon the Operating Agency pursuant to this Contract. The LACDA in no way warrants that the Required Insurance is sufficient to protect the Operating Agency for liabilities which may arise from or relate to this Contract.

1.1 Insurance Coverage

1.1.1 Commercial General Liability Insurance

Providing scope of coverage equivalent to ISO policy form CG 00 01, naming The LACDA, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively "LACDA and its Agents") as an additional insured, with limits of not less than:

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

1.1.2 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 Operating Agency's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

1.1.3 Workers Compensation and Employers' Liability

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Operating Agency will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization ("PEO"), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the LACDA as the Alternate Employer, and the endorsement form shall be modified to provide that LACDA will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Operating Agency'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.

1.2 Additional Unique Insurance Coverage

1.2.1 Sexual Misconduct Liability

Coverage is required when services in relation to this contract involve care or supervision of children, seniors and other vulnerable persons and insurance shall include covering for actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

1.2.2 Professional Liability/Errors and Omissions

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

1.3 THIS SECTION INTENTIONALLY LEFT BLANK.

1.4 Certificate of Insurance Coverage:

- 1.4.1 Certificate(s) of Insurance Coverage ("Certificate") satisfactory to LACDA, and a copy of an Additional Insured endorsement confirming LACDA and its Agents (defined below) has been given Insured status under the Operating Agency's General Liability policy, shall be delivered to LACDA at the address shown below and provided prior to commencing services under this Contract.

- 1.4.2 Renewal Certificates shall be provided to LACDA not less than ten (10) days prior to Operating Agency's policy expiration dates. The LACDA reserves the right to obtain complete, certified copies of any required Operating Agency and/or Sub-Contractor insurance policies at any time.
- 1.4.3 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 Operating Agency identified as the contracting party in this Contract.
- 1.4.4 Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners ("NAIC") identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars and list any LACDA required endorsement forms.
- 1.4.5 Neither the LACDA's failure to obtain, nor the LACDA's receipt of, or failure to object to a non-complying Certificate or endorsement, or any other insurance documentation or information provided by the Operating Agency, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- 1.4.6 Certificates and copies of any required endorsements shall be sent to:

Los Angeles County Development Authority
Community & Economic Development Division/GMU
700 W. Main Street Alhambra, CA 91801
Attention: Raymond White, Analyst

1.5 Notices of Injury or Damage or Destruction

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

1.6 Additional Insured Status and Scope of Coverage

The LACDA and its Agents shall be provided additional insured status under Operating Agency's General Liability policy with respect to liability arising out of Operating Agency's ongoing and completed operations performed on behalf of the LACDA. LACDA and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Operating Agency's acts or omissions, whether such liability is attributable to the Operating Agency or to

the LACDA. The full policy limits and scope of protection also shall apply to the LACDA and its Agents as an additional insured, even if they exceed the LACDA's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

1.7 Cancellation of or Change to Maintain Insurance

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

1.8 Failure to Maintain Insurance

Operating Agency'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 LACDA immediately may withhold payments due to Operating Agency, and/or suspend or terminate this Contract. LACDA, at its sole discretion, may obtain damages from Operating Agency resulting from said breach. Alternatively, the LACDA may purchase the Required Insurance, and without further notice to Operating Agency, deduct the premium cost from sums due to Operating Agency or pursue Operating Agency reimbursement.

1.9 Operating Agency's Insurance Shall Be Primary

Operating Agency'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 Operating Agency. Any LACDA maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Operating Agency coverage.

1.10 Insurance Specifics

1.10.1 Waivers of Subrogation

To the fullest extent permitted by law, the Operating Agency hereby waives its rights and its insurer(s)' rights of recovery against LACDA under all the Required Insurance for any loss arising from or relating to this Contract. The Operating Agency shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

1.10.2 Sub-Contractor Insurance Coverage Requirements

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

1.10.3 Deductibles and Self-Insured Retentions (SIRs)

Operating Agency's policies shall not obligate the LACDA to pay any portion of any Operating Agency deductible or SIR. The LACDA retains the right to require Operating Agency to reduce or eliminate policy deductibles and SIRs as respects the LACDA, or to provide a bond guaranteeing Operating Agency'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.

1.10.4 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. Operating Agency understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

1.10.5 Application of Excess Liability Coverage

Operating Agency 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.

1.10.6 Separation of Insureds

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

1.10.7 Alternative Risk Financing Programs

The LACDA reserves the right to review, and then approve, Operating Agency use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The LACDA and its Agents shall be designated as an Additional Covered Party under any approved program.

1.11 LACDA Review and Approval of Insurance Requirements

The LACDA reserves the right to review and adjust the Required Insurance provisions, conditioned upon LACDA's determination of changes in risk exposures.

If circumstances or activities change during the fiscal year for any of the projects, and the Operating Agency received a waiver for any insurance coverage set forth herein, then, in the sole and absolute discretion of the LACDA, the granting of the waiver for any of the insurance coverage listed in the preceding paragraphs of this document may be revoked and the insurance coverage requirements reinstated. The Operating Agency shall immediately notify the LACDA of any circumstances or activity changes that may affect the insurance requirements, or any waivers of such, as set forth herein. If any such requirements are revoked and/or reinstated, then Operating Agency must immediately (but in any event, within 30 days) provide evidence that it is in compliance with all insurance requirements, whether set forth herein, or otherwise reinstated. Operating Agency's failure to comply with the LACDA's election to revoke and/or reinstate any insurance requirements shall be deemed a material breach of this contract.

No funds will be advanced, reimbursed, or disbursed until all of the above mentioned insurance requirements have been met. There absolutely will be no reimbursement of costs for the default and cure periods.

Exceptions to the insurance requirements as set forth herein, will be granted only on a case by case basis. Prior to the Operating Agency receiving funds, the LACDA will review the activities of the Operating Agency. Those Operating Agencies whose activities present no meaningful exposure to the LACDA and/or the County (as determined solely by the LACDA's Risk Management Administrator) may have certain insurance coverages waived by the LACDA Risk Management Administrator upon the written request of the Operating Agency and the LACDA Risk Management Administrator's approval of such.

The LACDA reserves the right, at its sole and absolute discretion, to amend at any time the provisions of this Exhibit B.

CHARITABLE CONTRIBUTIONS CERTIFICATION FORM

Company Name

Address

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 of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a Los Angeles County Development Authority (LACDA) contract, it will timely comply with them and provide the LACDA a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

() ()

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.

() ()

Signature

Date

Name and Title (please type or print)

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fundraising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A bidder/proposer on Commission and/or Housing Authority contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following resource references are offered to assist bidders/proposers who engage in charitable contributions activities, however, each bidder/proposer is responsible to research and determine its own legal obligations and properly complete the Charitable Contributions Certification form.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caag.state.ca.us/>, contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://caag.state.ca.us/charities/statutes.htm>.

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the LACDA of such organizations.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	2/9/2022		
BOARD MEETING DATE	3/1/2022		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Chief Executive Office, Workforce Development, Aging and Community Services, and Public Works		
SUBJECT	Antelope Valley Senior Center Temporary Generator Project		
PROGRAM	Workforce Development, Aging and Community Services		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	The grant deadline for completion of the improvements is October 2022.		
COST & FUNDING	Total cost:	Funding source:	
	\$267,000	State Power Resiliency Grant funds	
	TERMS (if applicable):		
	Explanation:		
PURPOSE OF REQUEST	Approve the proposed project and appropriation adjustment to establish the project funding; and authorize Public Works to deliver the project using a Board-approved Job Order Contract.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The County received grant funds from the State to help mitigate the impacts of ongoing public safety power shutoffs by California Public Utility providers during dangerous weather conditions. The County spending plan for the grant funds includes an allocation for the Workforce Development, Aging and Community Services Antelope Valley Senior Center facility. The proposed project consists of remodeling the building electrical system to allow for connection of a temporary power generator outside the building that will provide auxiliary power to the entire facility during power outages.		
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Census Tract 900806 Percent housing burdened low-income households: 98% People of Color (%) 65.5%		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority #7: Sustainability The Antelope Valley Senior Center provides daily meals for seniors to address food insecurity, and the facility will be equipped for connection of a temporary generator during power outages to ensure continuity of food service.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Angela Davis (CEO), Principal Analyst, (213) 202-5826, adavis@ceo.lacounty.gov Ellie Wolfe (WDACS), Program Manager, (213) 738-2681, ewolfe@wdacs.lacounty.gov Gil Garcia (PW), Principal Engineer, (626) 300-2310, ggarcia@pw.lacounty.gov		

March 1, 2022

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:

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
ANTELOPE VALLEY SENIOR CENTER
TEMPORARY GENERATOR PROJECT
ESTABLISH AND APPROVE CAPITAL PROJECT AND BUDGET
APPROVE APPROPRIATION ADJUSTMENT
APPROVE USE OF JOB ORDER CONTRACT
CAPITAL PROJECT NO. 87825
(FISCAL YEAR 2021-22)
(SUPERVISORIAL DISTRICT 5)
(4 VOTES)**

SUBJECT

Public Works is seeking Board approval of the proposed Antelope Valley Senior Center Temporary Generator Project with a total project budget of \$267,000, approval of the appropriation adjustment to establish the project funding, and authorization to deliver the proposed project using a Board-approved Job Order Contract.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the proposed Antelope Valley Senior Center Temporary Generator Project exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Establish and approve the proposed Antelope Valley Temporary Generator Project, Capital Project No. 87825, with a total project budget of \$267,000.
3. Approve the appropriation adjustment transferring \$260,000 in California Office of Emergency Services Community Power Resiliency Grant funds from the Workforce Development, Aging and Community Services Operating Budget to fully fund the proposed project.

4. Authorize the Director of Public Works or his designee to deliver the proposed project using a Board-approved Job Order Contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find the proposed Antelope Valley Senior Center Temporary Generator Project exempt from the California Environmental Quality Act (CEQA); approve the capital project, budget, and appropriation adjustment; and authorize Public Works to deliver the proposed project using a Board-approved Job Order Contract (JOC).

To reduce the threat of wildland fires due to downed power lines, California Public Utility providers have employed Public Safety Power Shutoffs (PSPS) during dangerous weather conditions, such as high winds, extreme heat, and low humidity. On October 25, 2019, the California Governor's Office of Emergency Services (CAL OES) awarded \$2,995,139 in Power Resiliency Grant funds to Los Angeles County to prepare for and help mitigate the impacts of ongoing PSPS events. As directed by the Board Motion of January 21, 2020, the Chief Executive Office worked with County Departments to develop the proposed spending plan for the grant funds and submitted it to the Board on February 4, 2020. The spending plan included an allocation of \$320,000 for Workforce Development, Aging and Community Services (WDACS) facilities located in high frequency PSPS areas that serve as cooling centers or evacuation centers. The allocated grant funds were transferred to WDACS Operating Budget in Fiscal Year 2020-21.

WDACS operates the Antelope Valley Senior Center (AVSC) located at 777 West Jackman Street in the City of Lancaster, CA 93534. The AVSC, which activates as a designated cooling center during periods of extreme heat, provides approximately 10,000 meals per week to older adults and serves as a hub for the delivery of a wide range of health, social, and recreational activities. During PSPS events, the AVSC facility is left with no power, and the meal provisions are limited and at times, unavailable. This facility does not have a permanent backup generator or the ability to hook up temporary generator power. WDACS requested \$320,000 for facility modifications to support temporary backup power at the AVSC to enable it to continue providing meals and other services during power outages.

The proposed project will consist of remodeling and retrofitting the building electrical system to include a manual transfer switch for connection of a temporary power generator outside the building that will provide auxiliary power to the entire facility during unexpected short-term rolling or long-term PSPS events.

Public Works will utilize in-house staff to complete the design and is seeking approval from the Board to complete the construction using a Board-approved JOC.

Construction of the proposed project is scheduled to begin in April 2022 and be completed by August 2022. The grant deadline for completion of the improvements is October 2022.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, and Objective III.3.2, Manage and Maximize County Assets by investing in public infrastructure that will improve public services and facilities for Los Angeles County residents.

FISCAL IMPACT/FINANCING

The total project cost is estimated at \$267,000, including plans and specifications, consultant services, construction, change order contingency, and County services. The Project Schedule and Budget Summary are included in Enclosure A.

The proposed project is fully funded with CAL OES Power Resiliency Grant funds in the amount of \$267,000. There is no impact to net County cost.

WDACS expended \$7,000 in CAL OES Power Resiliency Grant funds from its Operating Budget in Fiscal Year 2020-21 to have Public Works initiate the design effort for the proposed project.

Approval of the enclosed Fiscal Year 2021-22 appropriation adjustment (Enclosure B) will authorize the transfer of \$260,000 in CAL OES Power Resiliency Grant funds from WDACS's Operating Budget to fully fund the proposed project.

Operating Budget Impact

WDACS does not anticipate any one-time, start-up costs or an increase in ongoing maintenance and operational costs following completion of the proposed project.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the Board's Civic Art Policy amended on August 4, 2020, the proposed project is exempt from the Civic Art Allocation as the eligible project costs are less than \$500,000.

In accordance with Board Policy 5.270, Countywide Local and Targeted Worker Hiring, for projects with a total budget less than \$500,000, the proposed project will not include Local Worker Hiring requirements.

ENVIRONMENTAL DOCUMENTATION

The proposed project is categorically exempt from CEQA. The project consists of remodeling and retrofitting the building electrical system to allow for connection of a temporary power generator outside the building that will provide auxiliary power to the entire facility during unexpected short-term rolling or long-term power outages. The project is within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Sections 15301 (a) and (d); 15302 (c); 15303 (e); and 15311 of the State CEQA Guidelines and Classes 1 (d), (i), and (m); 2 (e); 3 (b); and 11 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G.

Additionally, the proposed project will comply with all applicable regulations, are not located in a sensitive environment, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste sites compiled pursuant to Government Code Section 65962.5, or indications that the projects may cause a substantial adverse change in the significance of a historical resource that would make the exemptions inapplicable based on the record of the proposed projects.

Upon the Board's approval of the project, Public Works will file a Notice of Exemption for the project with the Registrar-Recorder/County Clerk in accordance with Section 21152 of the Public Resources Code and post it on its website pursuant to Section 21092.2.

CONTRACTING PROCESS

Public Works will complete the design with in-house staff and is recommending the use of a Board-approved JOC to complete construction of the project.

The project scope includes alteration work and Public Works has made the determination that the use of a JOC is the most appropriate contracting method to deliver the project.

The Honorable Board of Supervisors
March 1, 2022
Page 5

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will have no impact on current County services or projects. The AVSC will remain operational during construction, and the contractor will be required to phase and coordinate construction activities with the County to minimize disruption of public access and services at the facility.

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Project Management Division I.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:LR:cg

Enclosures

c: Department of Arts and Culture (Civic Art Division)
Chief Executive Office (Capital Programs Division)
County Counsel
Executive Office
Workforce Development, Aging and Community Services

March 1, 2022

CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
ANTELOPE VALLEY SENIOR CENTER
TEMPORARY GENERATOR PROJECT
ESTABLISH AND APPROVE CAPITAL PROJECT AND BUDGET
APPROVE APPROPRIATION ADJUSTMENT
APPROVE USE OF JOB ORDER CONTRACT
CAPITAL PROJECT NO. 87825
(FISCAL YEAR 2021-22)

I. PROJECT SCHEDULE

Project Activity	Scheduled Completion Date
Construction Documents	02/28/22*
Jurisdictional Approvals	03/31/22
Construction Award	04/15/22
Construction Start	05/02/22
Substantial Completion	08/12/22
Project Acceptance	09/30/22

*Actual Completion Date

II. PROJECT BUDGET SUMMARY

Project Activity	Proposed Budget
Hard Costs	
Construction	\$ 135,000
Change Order Contingency	\$ 20,250
Hard Costs Subtotal	\$ 155,250
Soft Costs	
Plans and Specifications	\$ 40,000
Consultant Services	\$ 14,000
Miscellaneous Expenditures	\$ 1,000
Jurisdictional Review/Plan Check/Permits	\$ 8,000
County Services	\$ 48,750
Soft Costs Subtotal	\$ 111,750
TOTAL	\$ 267,000

PINK

BA FORM 03252021

ENCLOSURE B
March 1, 2022

BOARD OF SUPERVISORS
OFFICIAL COPY

March 01, 2022

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF CHIEF EXECUTIVE OFFICER

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFORE

FY 2020-21

4 - VOTES

SOURCES

USES

-CS-2000-26560
SERVICES & SUPPLIES

DECREASE APPROPRIATION

260,000

ANTELOPE VALLEY SENIOR CENTER TEMPORARY GENERATOR PROJECT
A01--6014--87825

CAPITAL ASSETS - B & I

INCREASE APPROPRIATION

260,000

SOURCES TOTAL

\$ 260,000

USES TOTAL

\$ 260,000

JUSTIFICATION

Reflects the transfer of appropriation from the Workforce Development, Aging & Community Services Services & Supplies budget, to be used for the Antelope Valley Senior Center Temporary Generator Project, Capital Project No. 87825.

AUTHORIZED SIGNATURE

JAMES YUN, MANAGER, CEO

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR---

☐ ACTION

☐ RECOMMENDATION

AUDITOR-CONTROLLER

BY

B.A. NO.

DATE

☐ APPROVED AS REQUESTED

☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

DATE