**COUNTY OF LOS ANGELES** 

**CHIEF EXECUTIVE OFFICER** Fesia A. Davenport

## COMMUNITY SERVICES CLUSTER AGENDA REVIEW MEETING

DATE: Wednesday, January 10, 2024 TIME: 9:00 a.m.

THIS MEETING WILL BE HELD IN A HYBRID FORMAT WHICH ALLOWS THE PUBLIC TO PARTICIPATE VIRTUALLY, OR IN-PERSON, AS PERMITTED UNDER THE BOARD OF SUPERVISORS' AUGUST 8, 2023 ORDER, WHICH SUSPENDED THE APPLICATION OF BOARD POLICY 3.055 UNTIL MARCH 31, 2024.

> TO PARTICIPATE IN THE MEETING IN PERSON, THE MEETING LOCATION IS VERMONT CORRIDOR 510 S. VERMONT AVENUE, LOS ANGELES, CA 90020 PRESS ROOM ON 9<sup>TH</sup> FLOOR (ROOM 9K02)

> > TO PARTICIPATE IN THE MEETING VIRTUALLY,

Click here to join the meeting

OR PLEASE CALL TELECONFERENCE NUMBER: (323) 776-6996 , ID: 885 291 326#

#### AGENDA

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

#### 1. CALL TO ORDER

Chief

Office.

Executive

- 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]:
  - Board Letter (Beaches and Harbors) for January 23, 2024 Board agenda:
     APPROVAL OF THE PROPOSED ASSIGNMENT OF THE AMENDED AND RESTATED LEASE AGREEMENT NO. 78457 (LEASE) FOR PARCEL 43 IN MARINA DEL REY FROM THE CURRENT LESSEE, MDR MARINA, L.P., A CALIFORNIA LIMITED PARTNERSHIP (LESSEE) TO MARINA DEL REY SMI ALMAR, LLC, A DELAWARE LIMITED LIABILITY COMPANY (ASSIGNEE)

Board Letter (Parks and Recreation) for January 23, 2024 Board agenda:
 ADOPT A RESOLUTION APPROVING THE SUBMISSION OF A GRANT APPLICATION TO THE STATE OF CALIFORNIA WILDLIFE CONSERVATION BOARD FOR THE PUENTE HILLS REGIONAL PARK HABITAT RESTORATION PROJECT

- C. Board Letter (Parks and Recreation Capital Programs) for January 23, 2024 Board agenda: ALLEN J. MARTIN PARK WALKWAY REMODELING PROJECT ESTABLISH AND APPROVE CAPITAL PROJECT APPROVE PROJECT SCOPE, BUDGET, AND APPROPRIATION ADJUSTMENT CAPITAL PROJECT NO. 8A024
- D. Board Letter (Public Works) for January 23, 2023 Board agenda: AWARD CONSULTANT SERVICES AGREEMENTS ON-CALL CONSULTANT SERVICES FOR STRATEGIC PLANNING AND SUSTAINABILITY OFFICE
- E. Board Letter (Public Works) for January 23, 2024 Board Agenda: MUNICIPAL SERVICES CORE SERVICE AREA COUNTY LANDSCAPE MAINTENANCE DISTRICTS LANDSCAPING AND LIGHTING ACT DISTRICTS 1, 2, AND 4 INITIATE ANNUAL ASSESSMENT PROCEDURE – FISCAL YEAR 2024-25
- F. Board Letter (Public Works) for January 23, 2024 Board Agenda: SERVICES CONTRACT TRANSPORTATION CORE SERVICE AREA AWARD OF SERVICES CONTRACTS STREET SWEEPING SERVICES FOR ARCADIA, AZUSA/COVINA/CLAREMONT, DUARTE, EAST PASADENA, MONROVIA, NORTHEAST SAN GABRIEL, ROWLAND HEIGHTS, SAN PASQUAL, AND SOUTH SAN GABRIEL
- **G.** Board Letter (Public Works) for January 23, 2024 Board Agenda: TRANSPORTATION CORE SERVICE AREA TRAFFIC REGULATIONS IN THE UNINCORPORATED COMMUNITIES OF ALTADENA, NORTHEAST SAN GABRIEL, AND SUN VILLAGE
- Board Letter (Public Works) for January 23, 2024 Board Agenda: TRANSPORTATION CORE SERVICE AREA TRAFFIC REGULATIONS IN THE UNINCORPORATED COMMUNITIES OF CITY TERRACE AND EAST LOS ANGELES
- Board Letter (Public Works Capital Project) for January 23, 2023 Board agenda:
   CONSTRUCTION CONTRACT CONSTRUCTION
   MANAGEMENT CORE SERVICE AREA
   CAROLYN ROSAS PARK AMERICANS WITH DISABILITIES ACT
   EMERGENCY SHELTER REFURBISHMENT PROJECT
   FRANKLIN ROOSEVELT PARK AMERICANS WITH DISABILITIES ACT
   EMERGENCY SHELTER REFURBISHMENT PROJECT
   ESTABLISH AND APPROVE CAPITAL PROJECTS AND BUDGETS
   APPROVE APPROPRIATION ADJUSTMENT
   APPROVE USE OF JOB ORDER CONTRACTS SPECS. 7852 AND 7930;
   CAPITAL PROJECT NOS. 87989 AND 8A026

- Board Letter (Beaches and Harbors) for February 6, 2024 Board agenda: APPROVAL OF CONTRACTS WITH OCEAN BLUE ENVIRONMENTAL SERVICES, INC., AND HUNTER CONSULTING INC. DBA HCI ENVIRONMENTAL & ENGINEERING FOR AS-NEEDED HAZARDOUS WASTE REMOVAL SERVICES
- **K.** Board Letter (Public Library) for February 6, 2024 Board agenda: AWARD CONTRACT FOR LANDSCAPE AND GROUND MAINTENANCE SERVICES FOR LA COUNTY LIBRARIES WITHIN AREAS 3, 4 AND 5
- L. Board Letter (Public Works) for February 13, 2024 Board agenda: PUBLIC HEARING TRANSPORTATION CORE SERVICE AREA RESOLUTION TO VACATE A PORTION OF ATHENS WAY AND ALLEY NORTH OF 132ND STREET IN THE UNINCORPORATED COMMUNITY OF WILLOWBROOK

#### 3. PRESENTATION/DISCUSSION ITEM(S):

- A. None
- 4. PUBLIC COMMENTS (2 minutes each speaker)
- 5. ADJOURNMENT

#### BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter	□ B	Board Memo	□ Other
CLUSTER AGENDA REVIEW DATE	1/10/2024		
BOARD MEETING DATE	1/23/2024		
SUPERVISORIAL DISTRICT AFFECTED	All 1 <sup>st</sup>	2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup> 5 <sup>th</sup>	
DEPARTMENT(S)	Beaches and Harbors		
SUBJECT	Consent to Assignment	of Lease No. 78457	
PROGRAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🛛 Yes 🗌 No		
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No		
	If Yes, please explain wl	hy:	
DEADLINES/ TIME CONSTRAINTS			
COST & FUNDING	Total cost: \$0	Funding source: N/A	
	TERMS (if applicable):		
	Explanation:		
PURPOSE OF REQUEST	Seek consent and appro	oval of proposed assignment to Marina D	el Rey SMI Almar,
BACKGROUND (include internal/external issues that may exist including any related motions)	Agreement No. 78457 fc MDR Marina) to MARIN	sts the Board's consent to the proposed or Parcel 43 from the current lessee, MD A DEL REY SMI ALMAR, LLC.	
EQUITY INDEX OR LENS WAS UTILIZED	│	NW.	
	Lessee is committed to	working with the County to advance the	ne County's equity and
SUPPORTS ONE OF THE	inclusion programs and ☐ Yes	policies.	
NINE BOARD PRIORITIES		ch one(s) and explain how:	
DEPARTMENTAL	Name, Title, Phone # &	Email:	
CONTACTS	Linda T. Phan, Real Pro	perty Agent, 424-526-7741 <u>LPhan@bh</u>	n.lacounty.gov



(424) 526-7777 + 13837 Fiji Way, Marina del Rey, CA 90292 + beaches.lacounty.gov

Caring for Our Coast

Gary Jones

Amy M. Caves Chief Deputy Director

> Carol Baker Deputy Director

LaTayvius R. Alberty Deputy Director

January 23, 2024

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:

#### CONSENT TO ASSIGNMENT AMENDED AND RESTATED LEASE NO. 78457 MDR MARINA, L.P. (Parcel 43 – 13534 BALI WAY) MARINA DEL REY (SECOND DISTRICT) (4 VOTES)

#### **SUBJECT**

Approval of the proposed Assignment of the Amended and Restated Lease Agreement No. 78457 (Lease) for Parcel 43 in Marina del Rey from the current lessee, MDR MARINA, L.P., a California limited partnership (Lessee) to MARINA DEL REY SMI ALMAR, LLC, a Delaware limited liability company (Assignee).

#### IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Find that the proposed actions are exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter.
- 2. Approve the proposed Assignment of Parcel 43 Lease to Assignee.
- 3. Authorize the Director of Beaches and Harbors (Director) to execute any other ancillary documentation, approved as to form by County Counsel or County's outside counsel, necessary to effectuate the Assignment of Parcel 43 Lease.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Lessee is requesting County's approval to assign its marina leasehold interest in Parcel 43 to Assignee (Assignment). Pursuant to the terms of the Lease, Lessee must obtain the County's approval to the proposed Assignment, which shall not be unreasonably withheld.



Pursuant to that certain Department of Beaches and Harbors (DBH) Policy Statement No. 23 – Assignments of Lease dated January 16, 1974, the County's decision whether to approve the proposed Assignment shall be based on the following: a) the financial condition of the proposed Assignee; b) the price to be paid for the marina leasehold as it relates to improvements or potential development thereon; and c) the management of the marina leasehold by the proposed Assignee being in the best interest of the whole Marina del Rey.

DBH has reviewed the proposed Assignment and has found that; a) the Assignee is currently affiliated with a portfolio of over 70 marinas across the United States, and its principal owner, SUNTEX MARINA INVESTORS LLC, has a net worth of over \$500,000,000 million; b) the proposed sales price of \$40,000,000 for Parcel 43 leasehold appears to be justified based on an independent analysis of the proposed Assignment, by the County's economic consultant; and c) the proposed Assignee has requisite experience to continue the day-to-day operations.

The proposed Assignment requires Lessee to a) reimburse the County its administrative costs in connection with the proposed Assignment; and b) to pay the County net proceeds share amount of \$2,019,000 million pursuant to the terms of the Lease.

#### IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions will allow the County to administer the Lease in the manner consistent with the terms and provisions of the Lease which will assist the County to achieve fiscal sustainability (Strategic Plan Goal No. 3, Strategy No.3.2).

#### FISCAL IMPACT/FINANCING

Of the County's \$2.0 million net proceeds share amount, approximately \$1.5 million will be directed to the Marina Accumulative Capital Outlay (ACO) Fund for continued maintenance and improvement of the public areas of Marina del Rey and its infrastructure. The remaining \$510,000 will be reflected as one-time over realized revenue in Fiscal Year 2023-2024.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Parcel 43, commonly known as Marina del Rey Marina, contains 277 slips, 13 end-ties and one side-tie. The Amended and Restated Lease (Post-Parcel 43 Option Exercise) was entered into on December 22, 2015, and expiring on February 28, 2061. The proposed Assignment and sale of the marina leasehold interest is anticipated to be finalized by the end of December 2023. The proposed ownership structure of the Assignee is outlined on Exhibit B.

County Counsel has reviewed and approved the proposed Assignment as to form.

#### ENVIRONMENTAL DOCUMENTATION

The proposed County approval of the Assignment is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15378(b)(5) of the CEQA Guidelines, as the proposed approval to lease assignment is an administrative activity of government that will not result in direct or indirect physical changes in the environment.

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

There is no impact on current services or projects.

#### **CONCLUSION**

It is requested that your Board approve the proposed assignment of Parcel 43 Lease.

Please instruct the Executive Officer, Board of Supervisors to send two copies of the adopted-stamped Board letter to DBH, retaining a copy for your records. Should you have any questions please contact Linda Phan at (424) 526-7741 or LPhan@bh.lacounty.gov.

Respectfully submitted,

GARY JONES, Director

GJ:AC:LA:SP:MC:ltp

Attachments (2)

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

#### BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter		Board Memo	☐ Other
CLUSTER AGENDA REVIEW DATE	1/10/2024		
BOARD MEETING DATE	1/23/2024		
SUPERVISORIAL DISTRICT AFFECTED	☐ All	2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup> 5 <sup>th</sup>	
DEPARTMENT(S)	Los Angeles County	Department of Parks and Recrea	ation
SUBJECT	THE STATE OF C	ADOPT A RESOLUTION E SUBMISSION OF A GRANT A ALIFORNIA WILDLIFE CONSEF PUENTE HILLS REGIONAL PAR RESTORATION PROJECT	RVATION BOARD
PROGRAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	⊠Yes □ No		
SOLE SOURCE CONTRACT	🗌 Yes 🗌 No N		
	If Yes, please explain w	hy:	
DEADLINES/ TIME CONSTRAINTS	Need resolution approve for grant approval.	ed in January 2024 in order to make WC	B Board Meeting date
COST & FUNDING	Total cost: \$25,000,000	Funding source: State of California Wildlife Conservatio	n Board (WCB)
	TERMS (if applicable):		
	Explanation:		
PURPOSE OF REQUEST	Quality Act, for the rease to apply for \$25 million in Board Grant Program for Delegate authority to the designee, as the agent and execute and submit restrictions, amendment	actions are not a project under the C ons stated in this Board letter and the red n grant funds under the State of Californi or the Puente Hills Regional Park Habi ne Director of the Department of Parks of the County, to accept grant funds, c t all documents including, but not limited its, and payment requests which may e Hills Regional Park Habitat Restoration	cord. Adopt a resolution ia Wildlife Conservation tat Restoration Project. and Recreation, or her onduct all negotiations, to, agreements, deed be necessary for the
BACKGROUND (include internal/external issues that may exist including any related motions)	No issues to report		

EQUITY INDEX OR LENS WAS UTILIZED	Yes No If Yes, please explain how:
	The proposed projects will serve disadvantaged and severely disadvantaged communities.
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<ul> <li>Yes No</li> <li>If Yes, please state which one(s) and explain how:</li> <li>Priority 7 – Sustainability</li> <li>Puente Hills Regional Park Habitat Restoration Project will fund a project to protect communities from climate risks.</li> </ul>
DEPARTMENTAL CONTACTS	Kasey Dizon, Grants Manager – (626) 588-5360, <u>mailto:lrobinson@parks.lacounty.gov</u> <u>kaseydizon@parks.lacounty.gov</u> Faith Parducho, Grants Section Head – (626) 588-5249, <u>fparducho@parks.lacounty.gov</u>



## COUNTY OF LOS ANGELES DEPARTMENT OF PARKS AND RECREATION

"Parks Make Life Better!"

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

January 23, 2024

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:

#### ADOPT A RESOLUTION APPROVING THE SUBMISSION OF A GRANT APPLICATION TO THE STATE OF CALIFORNIA WILDLIFE CONSERVATION BOARD FOR THE PUENTE HILLS REGIONAL PARK HABITAT RESTORATION PROJECT (SUPERVISORIAL DISTRICT 1) (3-VOTES)

#### SUBJECT

The Department of Parks and Recreation is requesting approval to adopt a resolution authorizing the submission of a grant application to the State of California Wildlife Conservation Board.

#### IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that the proposed actions are not a project under the California Environmental Quality Act, for the reasons stated in this Board letter and the record.
- 2. Adopt a resolution to apply for \$25 million in grant funds under the State of California Wildlife Conservation Board Grant Program for the Puente Hills Regional Park Habitat Restoration Project.
- 3. Delegate authority to the Director of the Department of Parks and Recreation, or her designee, as the agent of the County, to accept grant funds, conduct all negotiations, and execute and submit all documents including, but not limited to, agreements, deed restrictions, amendments, and payment requests which may be necessary for the completion of the Puente Hills Regional Park Habitat Restoration Project.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find the Puente Hills Regional Park Habitat Restoration Project (Project) is exempt from the California Environmental Quality Act (CEQA) and complete the grant submission process, as required by the State of California Wildlife Conservation Board (WCB).

The Project is a critical piece in the transformation of a 1,365-acre landfill into a regional park for the residents of Los Angeles County—the first new regional park in the County in more than 30 years. After the closure of the landfill, the Department worked with stakeholders to develop the Puente Hills Landfill Park Master Plan (PHLP Master Plan), which lays out the vision for the new 142-acre Puente Hills Landfill Regional Park, which was approved by the Los Angeles County Board of Supervisors in 2016.

The proposed Puente Hills Regional Park Habitat Restoration Project (Project) is located at 13130 Crossroads Parkway South, in the City of Industry. WCB grant funds in the amount of \$25 million will be used to re-establish approximately 40 acres of native habitat through procurement and installation of native plants and boulders, installation of an irrigation system, soil import, soil preparation, mass and fine grading, maintenance during the establishment period, and related improvements. Located at the tip of a vital habitat and wildlife corridor, the Project is designed to support threatened and rare local wildlife as well as benefit residents suffering from high environmental burdens and low park access. The project plays a pivotal role in converting the former Puente Hills Landfill site, once the nation's second-largest landfill, into Los Angeles County's first new regional park in three decades. Situated in the San Gabriel Valley, the Project aligns with the PHLP Master Plan, which aims to transform 142 acres of the landfill into a world-class regional park.

An adopted Resolution is required by the WCB to allow the Department to apply for and accept funds. The Resolution authorizes the Director of the Department of Parks and Recreation (Director), or her designee, to conduct all negotiations and take appropriate actions as necessary to execute and submit all documents for the completion of the project. It also certifies that the Department will have sufficient funds to operate and maintain the project.

#### Implementation of Strategic Plan Goals

The recommended actions will further the Board-approved County Strategic Plan Goals: Make Investments that Transform Lives (Goal I) and Support the Wellness of the Community (Goal II) by improving and enhancing recreational opportunities to benefit County residents.

#### Implementation of County Sustainability Goals

The County Sustainability Plan, adopted in 2019, establishes goals to address the environmental impacts of climate change and the subsequent social challenges. The proposed Project will be designed to achieve the goals of resilient and healthy community environments where residents thrive in place (Goal 1); thriving ecosystems, habitats, and biodiversity (Goal 5); and, creating accessible parks, public lands, and public spaces that create opportunities for respite, recreation, ecological discovery, and cultural activities (Goal 6).

#### FISCAL IMPACT/FINANCING

Approval of recommended actions will not have an impact on net County Cost.

#### **Operating Budget Impact**

If the grant is awarded, the Department anticipates one-time and ongoing costs for operation, maintenance, and programming upon completion of the project. The Department will submit a funding request to the Chief Executive Office (CEO), as part of the annual budget process.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The grant guidelines require adoption of a resolution by the grantee's governing body. The resolution will establish the Board's intent to apply for WCB Grant Program funds in the amount of \$25 million for the Project.

On June 11, 2019, the Board delegated authority to the Director of the Department, or her designee, to accept grants up to \$2 million. This WCB grant exceeds \$2 million.

County Counsel has reviewed and approved the attached Resolution as to form.

#### ENVIRONMENTAL DOCUMENTATION

The proposed actions are not subject to the California Environmental Quality Act (CEQA) because they are activities that are excluded from the definition of a project by section 21065 of the Public Resources Code and section 15378(b) of the State CEQA Guidelines. The proposed actions to apply, accept, and execute a grant agreement with WCB are organizational or administrative activities of government, which will not result in direct or indirect physical changes to the environment.

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

Approval of these actions will not have any impact on current services or projects.

#### **CONCLUSION**

Please instruct the Executive Officer-Clerk of the Board to forward one adopted copy of this letter to the Chief Executive Office and one adopted copy to the Department of Parks and Recreation.

Should you have any questions, please contact Kasey Dizon at (626) 588-5360 or kdizon@parks.lacounty.gov, or Astrid Ochoa at (626) 588-5355 or aochoa2@parks.lacounty.gov.

Respectfully submitted,

Norma E. García-González Director

NEGG:FP:ab

Attachment

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

#### RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES

#### APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE STATE OF CALIFORNIA WILDLIFE CONSERVATION BOARD FOR THE PUENTE HILLS REGIONAL PARK HABITAT RESTORATION PROJECT

**WHEREAS**, funds were made available to the Wildlife Conservation Board for the enhancement or restoration of fish and wildlife habitat and for the development of public access facilities for hunting, fishing, or other wildlife-oriented recreational uses.

**WHEREAS**, the County of Los Angeles Department of Parks and Recreation intends to implement the Puente Hills Regional Park Habitat Restoration Project to re-establish approximately 40 acres of native habitat, which includes: 1) restoring coastal sage scrub and chaparral populations; 2) planting native trees and native grasslands and shrubs; and 3) developing thematic planting areas to optimize horticultural value, with sensory planting, native, drought-tolerant adaptive ornamentals, and climate-adaptive, sustainable lawn cover.

**NOW, THEREFORE, BE IT RESOLVED** that the County of Los Angeles Board of Supervisors hereby:

- 1. Approves the filing of an application(s) for funding from the Wildlife Conservation Board; and
- 2. Certifies that said applicant will comply with all federal, State, and local environmental, public health, and other appropriate laws and regulations applicable to the project and will obtain or will ensure that the other project partners obtain all appropriate permits applicable to the project; and
- 3. Further commits to the terms and conditions specified in the grant agreement; and
- 4. Appoints the Director of the Department of Parks and Recreation, or her designee, to conduct negotiations, execute, submit, and sign all documents, including, but not limited to, applications, agreements, amendments, payment requests, and other documents which may be necessary for the completion of the proposed project.

Approved and adopted the \_\_\_\_\_day of \_\_\_\_\_, 2023.

I, the undersigned, hereby certify that the foregoing Resolution Number \_\_\_\_\_ was duly adopted by the County of Los Angeles Board of Supervisors following a roll call vote:

Ayes: \_\_\_\_\_

Noes:

Absent: \_\_\_\_\_

CELIA ZAVALA, Executive Officer-Clerk of the Board of Supervisors County of Los Angeles

Ву \_\_\_\_\_

Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON County Counsel

Ву\_

Sonia L. Chan Senior Deputy County Counsel

#### BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter		Board Memo	□ Other
CLUSTER AGENDA REVIEW DATE	1/10/2024		
BOARD MEETING DATE	1/23/2024		
SUPERVISORIAL DISTRICT AFFECTED	☐ All	2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup> 5 <sup>th</sup>	
DEPARTMENT(S)	Parks and Recreation		
SUBJECT	ESTABLISH AND A SCOPE, BUDGET, A	ARTIN PARK WALKWAY REMODE PPROVE CAPITAL PROJECT, ND APPROPRIATION ADJUSTMEN ORIAL DISTRICT 1) (FY 2023-2024, 4	APPROVE PROJECT NT CAPITAL PROJECT
PROGRAM	N/A		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🗌 Yes 🛛 No		
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No		
	lf Yes, please explain w	hy:	
DEADLINES/ TIME CONSTRAINTS	All work on the project n guidelines.	nust be completed by December 2024	per grant funding
COST & FUNDING	Total cost: \$297,000	Funding source: Los Angeles County Regional Park a through the Safe, Clean Neighborho Beaches, Rivers Protection, and Wate of 2016	ood Parks, Open Space,
	TERMS (if applicable):		
	Explanation:		
PURPOSE OF REQUEST	<ul> <li>Approve the propos</li> <li>Approve an appropriate to a straight of the proposition of the</li></ul>	ts are exempt from CEQA; ed project scope and budget; riation adjustment for the project, fully Regional Park and Open Space Distric ks, Open Space, Beaches, Rivers ure of 2016 funds; and or of the Department of Parks and Rec t through Board-approved Job Order C	t through the Safe, Clean Protection, and Water reation (or her designee)
BACKGROUND (include internal/external issues that may exist including any related motions)	<ul> <li>On August 2, 2022, Gabriel Valley Aqua in the unincorporate Aquatic Center will I</li> <li>During community Project, the commu San Gabriel Valley</li> <li>This Board Letter w</li> </ul>	the Board awarded a design build cor attic Center Project to address a critical d communities of the San Gabriel Valley be built immediately adjacent to Allen J design workshops for the San Gabrie nity expressed a desire for a seamless Aquatic Center Project and Allen J. Ma vill appropriate \$297,000 of Los Angele strict through the Safe, Clean Neighborh	ntract to develop the San need for aquatic facilities y. The San Gabriel Valley I. Martin Park. el Valley Aquatic Center connection between the rtin Park. es County Regional Park

EQUITY INDEX OR LENS	<ul> <li>Beaches, Rivers Protection, and Water Conservation Measure of 2016 funds to improve public access to both the San Gabriel Valley Aquatic Center and Allen J. Martin Park by enhancing Allen J. Martin Park's existing pathway network and creating access points from the park's existing entrances at California Avenue and Giordano Street to the aquatic center. The project will also conduct turf repairs, irrigation repairs and modifications, install drought-tolerant landscaping, drinking fountains, and signage.</li> <li>□ Yes ⊠ No</li> <li>If Yes, please explain how:</li> </ul>
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	Yes No If Yes, please state which one(s) and explain how: The proposed projects will achieve the goals of creating buildings and infrastructure that support human health and resilience (Goal 2) and creating accessible parks, public lands, and public spaces that create opportunities for respite, recreation, ecological discovery, and cultural activities (Goal 6) of the Our County Sustainability Plan.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Diane Silva, Departmental Facilities Planner – I, (626) 588-5331, <u>dsilva@parks.lacounty.gov</u> Mark Glassock, Capital Projects Group Manager, (626) 223-7916, <u>mglassock@parks.lacounty.gov</u>



# COUNTY OF LOS ANGELES DEPARTMENT OF PARKS AND RECREATION

"Parks Make Life Better!"

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

January 23, 2024

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:

#### ALLEN J. MARTIN PARK WALKWAY REMODELING PROJECT ESTABLISH AND APPROVE CAPITAL PROJECT APPROVE PROJECT SCOPE, BUDGET, AND APPROPRIATION ADJUSTMENT CAPITAL PROJECT NO. 8A024 (SUPERVISORIAL DISTRICT 1) (FY 2023-2024, 4-VOTES)

#### <u>SUBJECT</u>

Approval of the recommended actions will find the proposed Allen J. Martin Park Walkway Remodeling Project exempt from the California Environmental Quality Act; establish and approve the capital project; approve the proposed Allen J. Martin Park Walkway Remodeling Project budget and appropriation adjustment; and authorize the Director of Parks and Recreation or her designee to deliver the proposed Allen J. Martin Park Walkway Remodeling Project through a Board-approved Job Order Contract.

#### IT IS RECOMMENDED THAT THE BOARD:

- 1. Find the proposed Allen J. Martin Park Walkway Remodeling Project categorically exempt from the California Environmental Quality Act, for the reasons stated in this Board letter and in the records of the project.
- 2. Establish and approve the Allen J. Martin Park Walkway Remodeling Project, Capital Project Number 8A024, with a total project budget of \$297,000.
- 3. Approve the appropriation adjustment in the amount of \$297,000 by appropriating \$297,000 in grant revenue from the Los Angeles County Regional Park and Open Space District through the Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation Measure of 2016 (Measure A) to Capital

Project 8A024 to fully fund the proposed Allen J. Martin Park Walkway Remodeling Project.

 Authorize the Director of Parks and Recreation, or her designee, to carry out the Allen J. Martin Park Walkway Remodeling Project through a Board-approved Job Order Contract.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The proposed Allen J. Martin Park Walkway Remodeling Project (Project) is located at Allen J. Martin Park, 14830 East Giordano Street in the unincorporated community of West Puente Valley. The 6.83-acre park includes a community building, splash pad, playground, basketball court, softball field, picnic areas, restrooms, walking paths, and two parking lots.

Allen J. Martin Park is located in the Unincorporated Bassett – West Puente Valley study area with a Very High level of park need. The study area has approximately 0.7 acres of parkland per 1,000 residents, which is much lower than the countywide average of 3.3 acres of parkland per 1,000 residents and the General Plan goal of 4 acres of local parkland per 1,000 residents.

The unincorporated communities of the San Gabriel Valley, including West Puente Valley among others, are significantly underserved by aquatic facilities. To address this need, on August 2, 2022, the Board awarded a design build contract to develop the San Gabriel Valley Aquatic Center Project immediately adjacent to Allen J. Martin Park. During community design workshops for the San Gabriel Valley Aquatic Center Project, the community expressed a desire for a seamless connection between the San Gabriel Valley Aquatic Center Project and Allen J. Martin Park.

The proposed Project will improve public access to both facilities by enhancing Allen J. Martin's existing pathway network to provide clear, wide connections to the San Gabriel Valley Aquatic Center Project. These connections will enable park visitors to easily walk from the park's existing entrances at California Avenue and Giordano Street to the aquatic center's new pools, restrooms, picnic area, and playground. Also included in the proposed Project are improvements related to the modified pathways such as turf repairs, droughttolerant landscaping, irrigation repairs and modifications, replacement of drinking fountains, and signage.

#### Implementation of Strategic Plan Goals

The proposed recommendations will further the County Strategic Plan Goals of operational effectiveness, fiscal responsibility, and accountability (Goal III.3) via investments in public infrastructure that will sustain and improve County services and facilities, supporting the wellness of our communities and (Goal II.2) by expanding access to recreational and cultural opportunities and promoting active and healthy lifestyles through the built environment, and making environmental sustainability our daily reality.

Implementation of County Sustainability Goals

The OurCounty Sustainability Plan, adopted in 2019, establishes goals to address the environmental impacts of climate change and the subsequent social challenges. The proposed Project will be designed to achieve the goals of creating buildings and infrastructure that support human health and resilience (Goal 2) and creating accessible parks, public lands, and public spaces that create opportunities for respite, recreation, ecological discovery, and cultural activities (Goal 6).

Implementation of County Anti-Racism, Diversity, and Inclusion Initiative

The proposed Project is aligned with the County's Anti-Racism, Diversity, and Inclusion Initiative and guided by the Countywide Equity Guiding Principles (Principles) adopted by the Board on September 15, 2021, including the reduction of racial disparities in life outcomes as well as disparities in public investment to shape those outcomes. Consistent with these Principles, the proposed Project will directly address levels of disadvantage and inequity in the community. The proposed Project is an important step in advancing the Department's urgent and bold action to achieve tangible results to promote equitable processes and outcomes while working to dismantle racism.

#### FISCAL IMPACT/FINANCING

The total Project cost of \$297,000 includes change order/contingency, construction, and County services. The Project Schedule and Budget Summary are included in Attachment I.

Approval of the Appropriation Adjustment (Attachment II) will reflect an increase of \$297,000 in appropriation to the Allen J. Martin Park Walkway Remodeling Project, Capital Project Number 8A024, fully offset with revenue from the Los Angeles County Regional Park and Open Space District Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation Measure of 2016 (Measure A) funds to fully fund the proposed Project.

#### **Operating Budget Impact**

Based on the proposed Project descriptions, the Department does not anticipate any onetime startup or ongoing costs for the proposed Projects. The provisions of the proposed Projects have maintenance requirements that will be fulfilled with existing Departmental staff and resources.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Approval of the recommended actions will authorize the Department to implement the proposed Project using a Board-approved Job Order Contract as the work involves repair, remodeling, and refurbishment, and maintenance of County facilities. The standard Board-directed clauses that provide for contract termination, negotiation, and hiring displaced County employees will be included in the JOC.

JOC contractors who are awarded a contract will be required to fully comply with Los Angeles County Code Chapter 2.200 (Child Support Compliance Program), Chapter 2.203 (Contractor Employee Jury Service Program), and Chapter 2.201 (Living Wage Program).

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the proposed Project is exempt from Civic Art Allocation as the eligible project costs are under \$500,000.

#### **ENVIRONMENTAL DOCUMENTATION**

The proposed Project is categorically exempt from the California Environmental Quality Act (CEQA). The Project, which includes the remodeling or replacement of existing walkways, landscaping, signage, and amenities such as drinking fountains, 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 15302(c), 15303(e) and 15304 (a)(b) of the State CEQA Guidelines and Classes 2(e), 3(b) and 4(a)(c) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The Project involves the replacement of existing facilities, construction of small new structures and minor alterations to land.

Based on the records of the proposed Project, it will comply with all applicable regulations and it is not in a sensitive environment. 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 they may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon your Board's approval of the recommended actions, the Department will file a Notice of Exemption with the County Clerk in accordance with section 21152 of the California Public Resources Code.

#### **CONTRACTING PROCESS**

Implementation of the improvements will be completed using a Board-approved JOC. A Board-approved JOC will deliver refurbishments of existing walkways, landscaping and park amenities. The Department has made the determination that JOC is the most appropriate procurement method for delivery of the construction scope.

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

The proposed Project will require temporary closures of park facilities. The Department will mitigate potential impacts through construction phasing, advanced community notice, and temporary facilities where appropriate.

#### **CONCLUSION**

Upon approval by the Board, please instruct the Executive Office-Clerk of the Board, to forward one adopted copy to the Chief Executive Office, Capital Projects Division, and one adopted copy to the Department of Parks and Recreation.

Should you have any questions, please contact Diane Silva at (626) 588-5331 or dsilva@parks.lacounty.gov, Mark Glassock at (626) 588-5304 or mglassock@parks.lacounty.gov, Astrid Ochoa at (626) 588-5355 or aochoa2@parks.lacounty.gov.

Respectfully submitted,

NORMA E. GARCÍA-GONZÁLEZ Director

NEGG:KR:MG:ds

Attachments

c: Chief Executive Officer County Counsel Executive Officer, Board of Supervisors Auditor Controller Parks and Recreation

### ATTACHMENT I

#### ALLEN J. MARTIN PARK WALKWAY REMODELING PROJECT ESTABLISH AND APPROVE CAPITAL PROJECT APPROVE PROJECT SCOPE, BUDGET, AND APPROPRIATION ADJUSTMENT CAPITAL PROJECT NO. 8A024 (SUPERVISORIAL DISTRICT 1) (FY 2023-24, 4-VOTES)

#### I. PROJECT SCHEDULE SUMMARY

Project Activity	Scheduled Completion Date
Board Approval	January 2024
Construction Award	September 2024
Substantial Completion	February 2025
Project Closeout	March 2025

#### **II. PROJECT BUDGET SUMMARY**

Project Activity	Proposed Project Budg	jet
Construction		
Construction	\$	250,000
Contingency	\$	30,000
Subtotal	\$	280,000
Civic Art	\$	0
Plans and Specifications	\$	0
Consultant Services	\$	0
Miscellaneous Expenditures	\$	0
Jurisdictional Review/Plan Check/Permits	\$	0
County Services	\$	17,000
Subtotal	\$	17,000
TOTAL	\$	297,000

### ATTACHMENT II

ALLEN J. MARTIN PARK WALKWAY REMODELING PROJECT ESTABLISH AND APPROVE CAPITAL PROJECT, APPROVE PROJECT SCOPE, BUDGET, AND APPROPRIATION ADJUSTMENT CAPITAL PROJECT NO. 8A024 (SUPERVISORIAL DISTRICT 1) (FY 2023-24, 4-VOTES)

**APPROPRIATION ADJUSTMENT** 

(SEE ATTACHED)

BA FORM 10142022

BOARD OF SUPERVISORS OFFICIAL COPY

January 24, 2024

COUNTY OF LOS ANGELES

#### **REQUEST FOR APPROPRIATION ADJUSTMENT**

DEPARTMENT OF PARKS AND RECREATION 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 2023-24 4 - VOTES SOURCES USES PARKS AND RECREATION PARKS AND RECREATION ALLEN J. MARTIN PARK WALKWAY REMODELING ALLEN J. MARTIN PARK WALKWAY REMODELING A01-CP-91-R410-65043-8A024 A01-CP-6014-65043-8A024 REGIONAL PARK AND OPEN SPACE DISTRICT-MEASURE A CAPITAL ASSETS - B & I 297,000 **INCREASE REVENUE INCREASE APPROPRIATION** 297,000 SOURCES TOTAL 297,000 USES TOTAL 297,000 \$ \$ JUSTIFICATION Reflects an increase of \$297,000 in appropriation to the Allen J. Martin Park Walkway Remodeling, Capital Project #8A024 , fully offset with revenue from the Los Angeles County Regional Park and Open Space District Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation Measure of 2016 (Measure A), to fully fund the proposed project.

AUTHORIZED SIGNATURE CAROLYN BERNARDEZ, Chief Financial Officer BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED) **REFERRED TO THE CHIEF** ACTION APPROVED AS REQUESTED **EXECUTIVE OFFICER FOR---**RECOMMENDATION APPROVED AS REVISED AUDITOR-CONTROLLER ΒY CHIEF EXECUTIVE OFFICER ΒY B.A. NO. DATE DATE

#### BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter		oard Memo	☐ Other
CLUSTER AGENDA REVIEW DATE	1/10/2024		
BOARD MEETING DATE	1/23/2024		
SUPERVISORIAL DISTRICT AFFECTED	All 1 <sup>st</sup> 2	2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup> 5 <sup>th</sup>	
DEPARTMENT(S)	Public Works		
SUBJECT	Award Consultant Servic Planning and Sustainabil	ces Agreements for On-Call Cons lity Office	ultant Services for Strategic
PROGRAM	N/A		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🛛 Yes 🗌 No		
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No		
	If Yes, please explain wh	ıy:	
DEADLINES/ TIME CONSTRAINTS	N/A		
COST & FUNDING		Funding source: Various Public Works Funds An initial term of 3 years plus tw Il execution of each agreement.	vo 1-year extension options,
	Explanation: Funds will consultant is directed to p program amount approve is available in various Pu 24 Budgets. Funds to fina funding, will be requested	be encumbered in various Public provide services. Total annual exp ed by the Board. Sufficient funding ublic Works Funds' (Services and ance the contract's remaining years d through the annual budget proce	enditures will not exceed the for the first year of services Supplies) Fiscal Year 2023- s and 25 percent supplement ess.
PURPOSE OF REQUEST	•	Board approval to execute 8 consu	0
BACKGROUND (include internal/external issues that may exist including any related motions)	related to developing sus performance through str delivery of services, impr residents' overall custom	agreements will allow Public W tainable, resilient, and equitable in ategic planning; as well as to su ove public trust through efficient p er experience.	frastructure; improve internal pport timely and responsive
EQUITY INDEX OR LENS WAS UTILIZED	Enterprises (LSBE), 1 Enterprises, and 933 C opportunity. 5 contract as	how: Public Works informed 1 67 Social Enterprises, 164 D community Business Enterprises wards are certified LSBE and/or C	isabled Veteran Business (CBE) about this business
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	Board Directed Priorities Inclusion Initiative. The Sustainability Plan initia Infrastructure efforts, as	h one(s) and explain how: This re s of Sustainability as well as the agreement will enable PW to ad tives, provide support to implem well as advance a culture of equity	Anti-Racism, Diversity, and dvance several Our County ent Public Works' Equity in
DEPARTMENTAL CONTACTS	Name, Title, Phone # & E		

January 23, 2024

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:

#### AWARD CONSULTANT SERVICES AGREEMENTS ON-CALL CONSULTANT SERVICES FOR STRATEGIC PLANNING AND SUSTAINABILITY OFFICE (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

#### **SUBJECT**

Public Works is seeking Board approval to execute eight consultant services agreements to provide on-call consultant services for Strategic Planning and Sustainability Office on behalf of the County of Los Angeles.

#### IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that the proposed action is not a project under the California Environmental Quality Act for reasons stated in this Board letter.
- 2. Award and delegate authority to the Director of Public Works or his designee to execute eight consultant services agreements with three small-sized firms - Aslan Consulting, LLC (County Local Small Business Enterprise and County Community Business Enterprise), Paradigm Environmental, Inc., and Watearth, Inc. (County Local Small Business Enterprise and County Community Business Enterprise); three medium-sized firms - Anil Verma Associates, Inc. (County Local Small Business Enterprise and County Community Business Enterprise), Catalyst Environmental Solutions Corporation (Local Small Business Enterprise), and CWE (County Community Business Enterprise); and two large-sized firms – AECOM Technical Services, Inc., and Cumming Management Group, Inc., for an aggregate not-to-exceed program amount of \$30,000,000 for the entire 3-year term plus two 1-year extension options, if exercised. These consultant services agreements will be subject to the additional extension provisions specified below.

- 3. Delegate authority to the Director of Public Works or his designee to authorize additional services and extend the contract expiration date for each of the eight agreements as necessary to complete those additional services when those additional services are (1) previously unforeseen, (2) related to a previously assigned scope of work on a given project, and (3) are necessary for the completion of that given project.
- 4. Delegate authority to the Director of Public Works or his designee to supplement the initial not-to-exceed program amount of \$30,000,000 by up to 25 percent of the original program amount based on workload requirements.
- 5. Delegate authority to the Director of Public Works or his designee to administer the agreements and to exercise the options to extend these agreements for the two 1-year extension options based upon project demands and the level of satisfaction with the services provided with no change to the initial not-to-exceed program amount.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to retain eight consultants to provide Public Works with on-call consultant services within Los Angeles County. The services include but are not limited to: tasks related to strategic planning; performance assessment and process improvement; sustainability, resiliency, and equity; implementation of the Infrastructure Initiative; public meeting facilitation and presentation; public outreach and community engagement; furtherance of diversity, equity, and inclusion efforts; and other general services. The recommended actions will enable Public Works to pursue innovative, sustainable, and equitable services and solutions which improve the quality of life of our communities, as well as comply with local, State, and Federal rules, regulations, and mandates.

#### Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.3, Make Environmental Sustainability our Daily Reality and Objective II.3.2, Foster a Cleaner, More Efficient, and More Resilient Energy System and Objective II.3.3, Address the Serious Threat of Global Climate Change by enabling Public Works to pursue critical work related to developing sustainable, resilient, and equitable infrastructure and services.

#### **FISCAL IMPACT/FINANCING**

The contract is for an annual amount of \$6,000,000 plus a 25 percent supplement of the annual contract sum based on workload requirements. The total cost of the on-call consultant services shall not exceed a total of \$30,000,000 plus a 25 percent supplement (totaling \$7,500,000) for a maximum of \$37,500,000 for all eight consulting firms over a 3-year period with two optional 1-year extensions, for a maximum duration of 5 years subject to the additional extension provisions specified below. It is expected the initial 3-year term of the agreements will start in Fiscal Year (FY) 2023-24 and conclude in FY 2026-27. The two 1-year extension options, if exercised, would be operative through FY 2027-28 and FY 2028-29. When the 25 percent supplement is exercised by Public Works, the Board will be notified.

Funds will be encumbered in various Public Works funds at the time a consultant is directed to provide services. Total annual expenditures will not exceed the program amount approved by the Board. Sufficient funding for the first year of services is available in various Public Works Funds' (Services and Supplies) Fiscal Year 2023-24 Budgets. Funds to finance the contract's remaining years and 25 percent supplement funding, will be requested through the annual budget process.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

A standard consultant services agreement, in the form previously approved by County Counsel, will be used. The consultant services agreements contain terms and conditions in compliance with the Chief Executive Office's and the Board's requirements, Board's ordinances, policies, and programs. The consultant services agreements also include a provision requiring the consultant firms to track subcontractors' utilization of Local Small Business Enterprise, Disabled Veterans Business Enterprise, and Social Enterprise businesses.

The term of each consultant services agreement shall commence on the date of the full execution of the agreement and shall extend for a period of 3 years from such commencement date, plus two 1-year extension options for each firm, for a maximum agreement duration of 5 years. The expiration of each of the consultant services agreements is subject to the following condition: where services for a given project have been authorized in writing by the County but are not completed by the consultant prior to the stated expiration date, the expiration date will be automatically extended solely to allow for the completion of such services.

Enclosure A reflects each consultant's minority participation and the Community Business Enterprises (CBEs) participation data.

#### **ENVIRONMENTAL DOCUMENTATION**

The recommended actions are not subject to California Environmental Quality Act (CEQA) because they are activities that are excluded from the definition of a project by Section 21065 of the Public Resources Code and Section 15378 (b) of the State CEQA Guidelines. The proposed actions relating to award and extension of on-call consultant services for strategic planning and sustainability office is an administrative activity of government, which will not result in direct or indirect physical changes to the environment. We will return to the Board as necessary for consideration of appropriate environmental documentation prior to the approval of any activities that constitute a project under CEQA.

#### CONTRACTING PROCESS

On May 10, 2023, Public Works issued a Request for Proposals (RFP). The RFP was advertised on the County's "Doing Business with Us" (Enclosure B) and Public Works "Contract Opportunities" websites and in the *Los Angeles Daily Journal, Los Angeles Sentinel, La Opinión, San Gabriel Valley Tribune, Pasadena Star News, Press Telegram, Santa Monica Daily Press, Daily Breeze, The Signal, and World Journal.* Also, Public Works informed 1,487 Local Small Business Enterprises, 167 Social Enterprises, 164 Disabled Veteran Business Enterprises, and 933 CBEs about this business opportunity. Sixty-five (65) primary firms registered on Public Works website for this RFP.

The RFP allowed firms to compete as primes in one of three categories: small-, medium-, or large-sized firms. Each firm was requested to certify its own size based on number of personnel for competition with other firms in the same size category. The RFP stated that a total of up to eight firms would be awarded contracts as follows: three small-sized firms (with 25 or fewer personnel), three medium-sized firms (with 26 to 75 personnel), and two large-sized firm (with over 75 personnel).

On August 1, 2023, a total of 17 proposals were received. Five (5) small-size category, three (3) medium-sized category, and nine (9) large-sized category proposals were received. One small firm proposal was disqualified for not meeting the RFP's Minimum Mandatory Requirements.

Evaluation committees, each consisting of Public Works staff, evaluated the proposals based on criteria described in the RFP, including technical expertise, experience, personnel, qualifications, and understanding of the work requirements. Based on the

evaluation of the proposals, the following firms were selected without regard to race, creed, color, or gender: three small-sized firms – Aslan Consulting, LLC, Paradigm Environmental, Inc., and Watearth, Inc.; three medium-sized firms – Anil Verma Associates, Inc., Catalyst Environmental Solutions Corporation, and CWE; and two large-sized firms – AECOM Technical Services, Inc., and Cumming Management Group, Inc.

The firms selected represent the best-qualified firms to provide the required services. Public Works has determined that the firms' proposed rates for performing the services are reasonable. Three-year contracting history for the selected firms is on file with Public Works. Public Works notified the union on this solicitation.

Public Works has evaluated and determined that the Los Angeles County Code Chapter 2.201 (Living Wage Program) does not apply to the recommended agreements.

These agreements are exempt from the requirements of Proposition A because the services are required on a part-time and intermittent basis.

The consultant services agreements will include a cost-of-living adjustment provision in accordance with the Board Policy No. 5.070 – Multi-Year Services Contract Cost-of-Living Adjustments.

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

There will be no impact on current County services or projects as a result of authorizing the recommended consultant services agreements. These consultant services agreements will provide necessary on-call consultant services for Strategic Planning and Sustainability Office to assist various County projects in an efficient manner, enhancing the delivery of Public Works and County projects.

#### **CONCLUSION**

Please return one adopted copy of this Board letter to Public Works, Strategic Planning and Sustainability Office.

Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works

MP:LG:dn

Enclosures

cc: Chief Executive Office (Chia-Ann Yen) County Counsel Executive Office

## PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR SELECTED FIRM

SELECTED FIRM								
Proposer Name (Prime with subcontractors* listed below) *only subcontractors with Utilization Participation are listed.	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority	Women- Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning- Owned Business Enterprise
	X							
IMPACTS USA Advisory Services	~~~~	X		X	X			
Paradigm Environmental, Inc.								
	v	~	~		v		Х	
			^			x		
Integrated Design 360	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	X		х	X	~		
Lotus Water		х						
	X		X	X	Х			
					Х			
Watearth, Inc.	х	Х		Х	Х			Х
Beacon Economics	Х	х						
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	X	X	~		X			
Eugene Tseng & Associates, Inc.	Х	Х	Х					
	X					X		
McCormick-Busse, Inc. (DBA MBI Media)		~		x	x			
Pacific Advanced Civil		х						
	×		x	x	x	x		
Sapphos Environmental, Inc.	^	× X	~	~	X			
Selbert Perkins Design	х	Х		Х				
Nexus AEC, LLC dba TITAN AEC	x	x	х	x	x			X
Catalyst Environmental Solutions Corporation	x	х						
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Strategic Earth Consulting		Х						
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J.C Chang & Associates, Inc.		Х						
			Х		Х			
Viridis Consulting, Inc.	Х	Х	Х	X				Lesbian, Gay, Bisexual,
subcontractors* listed below) *only subcontractors with Utilization Participation are	Business	Small Business Enterprise	Minority	Women- Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Transgender, Queer, and Questioning- Owned Business Enterprise
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Toole Design Group Engineering, I Viridis Consulting, LLC Uviridis Consulting, ILC Viridis Consulting, ILC Nattva SGV Akima Consulting, ILC Viridis Consulting, ILC Viridis Consulting, ILC Viridis Consulting, ILC Viridis Consulting, ILC Viridis Consulting, ILC Viridis Consulting, Inc.	Asian Consulting, LLC     X       Asian Consulting, LLC     X       Lazar Translating & Interpreting     X       IMPACTS USA Advisory Services     Paradigm Environmental, Inc.       Active SGV     CollComm Public Relations     X       FMF Pandion     X       Integrated Design 360     Lotus Water       Redwood Resources     X       Stephen Groner Associates     Y       Value Sustainability     Watearth, Inc.       Watearth, Inc.     X       Beacon Economics     X       Utrasystems Environmental, Inc.     Proposer Name (Prime with subcontractors' listed below) 'only subcontractors with utilization Participation are listed.       Anil Verma Associates, Inc.     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X	Small-Sized Business Category Proposer Name       Asian Consulting, LLC     X     X     X     X     X       Lazar Translating & Interpreting     X     X     X     X     X       Paradigm Environmental, Inc.     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PROPOSER	S' UTILIZATIO	N PARTICIPATIC	N AND COM	MUNITY BUS	SINESS ENTERPRISE F	PROGRAM IN	FORMATION F	OR
FIRM INFORMATION*	Aslan Consulting, LLC	Paradigm Environmental, Inc.	Watearth, Inc.	Anil Verma Associates, Inc.	Catalyst Environmental Solutions Corporation	CWE	AECOM Technical Services, Inc.	Cumming Management Group,Inc.
BUSINESS STRUCTURE	Corporation	Corporation	Corporation	Corporation	Corporation	Corporation	Corporation	Corporation
RACE/ETHNIC COMPOSITION	NUMBER / % OF OWNERSHI P	NUMBER / % OF OWNERSHIP	NUMBER / % OF OWNERSHI P	NUMBER / % OF OWNERS HIP	NUMBER / % OF OWNERSHIP	NUMBER / % OF OWNERSHI P	NUMBER / % OF OWNERSHIP	NUMBER / % OF OWNERSHIP
Black/African American	1 / 100%	1/24%					2 / 8%	6/4%
Hispanic/Latino						1 / 25%		2/2%
Asian or Pacific Islander						2 / 50%	1 / 4%	12 / 7%
Native American								
Subcontinent Asian				1 / 100%				
Native American Subcontinent Asian White		4 / 76%	1 / 100%		5 / 100%	1 / 25%	21 / 88%	139 / 87%
б Female (included above)								
Total No. of Employees	10	22	16	45	27	52	49,090	1,850
COUNTY CERTIFICATION								
CBE	YES	N/A	YES	YES	N/A	YES	N/A	N/A
LSBE	YES	N/A	YES	YES	YES	NO	N/A	N/A
	•							
OTHER CERTIFYING AGENCY	LA MTA	N/A	N/A	LA Metro	N/A	CPUC	N/A	N/A

#### PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR

\*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,



#### lacounty.gov

#### Home (/LACoBids/)

#### • Solicitation Detail

Solicitation Number:	BRC0000404					
Title:	BRC0000404 Request For Proposals (RFP) On-Call Consultant Services for Strategic Planning & Sustainability Office					
Department:	Public Works					
Bid Type:	Service Bid Amount: \$30,000,000.00					
Commodity:	CONSULTING SERVICES - ENGINEERING					
Description:		•	(Public Works) is inviting proposals ices for Strategic Planning &			
	Sustainability Office. To view the Request For Pr Works website, https://dp		os Angeles Department of Public _rfp/ProjectDetail.aspx? JBLIC WORKS Website.			
Open Day:	Sustainability Office. To view the Request For Pr Works website, https://dp	roposals, go to the County of L w.lacounty.gov/contracts/aed_	os Angeles Department of Public _rfp/ProjectDetail.aspx? JBLIC WORKS Website.			
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Contact Name:	Sustainability Office. To view the Request For Pr Works website, https://dpu project_id=BRC0000404. 5/10/2023 Cheryl Wong	roposals, go to the County of L w.lacounty.gov/contracts/aed_ All posted items are on the PL Close Date:	Los Angeles Department of Public _rfp/ProjectDetail.aspx? JBLIC WORKS Website. Les: 7/11/2023 5:30:00 PM			

### BOARD LETTER/MEMO CLUSTER FACT SHEET

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	1/10/2024
BOARD MEETING DATE	1/23/2024
SUPERVISORIAL DISTRICT AFFECTED	□ All □ 1 <sup>st</sup> □ 2 <sup>nd</sup> □ 3 <sup>rd</sup> □ 4 <sup>th</sup> □ 5 <sup>th</sup>
DEPARTMENT(S)	Public Works
SUBJECT	Public Works is seeking Board approval to prepare and file the Engineer's Report for the annual levy of assessments for Fiscal Year 2024-25, pursuant to the Landscaping and Lighting Act of 1972, of the Streets and Highways Code of California. Any delay in the process will jeopardize the establishment and collection of fees required to maintain the Landscaping and Lighting Act (LLA) districts and zones.
PROGRAM	N/A
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🗌 Yes 🛛 No
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No
	If Yes, please explain why:
DEADLINES/ TIME CONSTRAINTS	None
COST & FUNDING	Total cost:Funding source:\$0Landscape Maintenance Districts and LLA District Fund (various)
	TERMS (if applicable): N/A
	Explanation: N/A
PURPOSE OF REQUEST	The purpose of the recommendations set in this Board letter is to designate the Director of Public Works, or his designee, as the Engineer for purposes of implementing this procedure and instruct the Director of Public Works, or his designee, to prepare and file the Engineer's Report for the annual levy of assessments for Fiscal Year (FY) 2024-25, pursuant to the Landscaping and Lighting Act (LLA) of 1972, of the California Streets and Highways Code.
BACKGROUND (include internal/external issues that may exist including any related motions)	On July 12, 1979; August 10, 1995; and July 22, 1997, the Board approved the formation of LLA Districts 1, 2, and 4, respectively, pursuant to Section 22500 et seq. of the California Streets and Highways Code, to collect assessments to pay for the maintenance costs of landscaping that benefit the subject properties.
	The proposed project initiates the annual process for levying assessments and does not establish any assessment rates. In accordance with Proposition 13, assessments cannot be based on property values. Each LLA district and zone therein are obligated to establish a benefit formula by which assessments are set according to the benefit received from the service or improvement as set forth in the Engineer's Report.
	As the governing body, the Board of Supervisors is responsible for approving the levying of annual assessments for landscaping purposes. Board adoption of the Resolution Initiating Proceedings initiates the annual assessment process for the renewal of existing annual assessments and the establishment of new assessments for Fiscal Year (FY) 2024-25.
	Once the Engineer's Report is complete, Public Works will return a Resolution of Intention to the Board for approval, in accordance with Section 22624 of the California Streets and Highways Code, to set the public hearing date to establish the assessments for FY 2024-25 in accordance with the LLA.

EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ⊠ No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	Yes No If Yes, please state which one(s) and explain how: This Board agenda items supports the Board Priority of Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The recommended action ensures the continuation of services to maintain the landscaped areas and appurtenant improvements that benefit those who live in the LLA districts and zones.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Arthur Vander Vis, Deputy Director, (626) 458-4004, cell phone (626) 485-1864, <u>avander@pw.lacounty.gov</u> .



# **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

> IN REPLY PLEASE REFER TO FILE:

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:** 

January 23, 2023

# MUNICIPAL SERVICES CORE SERVICE AREA COUNTY LANDSCAPE MAINTENANCE DISTRICTS LANDSCAPING AND LIGHTING ACT DISTRICTS 1, 2, AND 4 INITIATE ANNUAL ASSESSMENT PROCEDURE – FISCAL YEAR 2024-25 (SUPERVISORIAL DISTRICTS 1, 3, AND 5) (3 VOTES)

### **SUBJECT**

Public Works is seeking Board approval to adopt a Resolution Initiating Proceedings to levy the annual assessments for landscape maintenance purposes in Landscaping and Lighting Act Districts 1, 2, and 4, and zones therein, pursuant to the California Streets and Highways Code.

### 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. Designate the Director of Public Works, or his designee, as the Engineer for purposes of implementing this procedure.
- 3. Adopt the Resolution instructing the Director of Public Works, or his designee, to prepare and file the Engineer's Report for the annual levy of assessments for Fiscal Year 2024-25, pursuant to the Landscaping and Lighting Act of 1972, Section 22500 et seq., of the California Streets and Highways Code.

MARK PESTRELLA, Director



#### 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 adopt the enclosed Resolution Initiating Proceedings directing the Director of Public Works to prepare and file the Engineer's Report to levy annual assessments for landscape maintenance purposes for all zones within the Landscaping and Lighting Act (LLA) of 1972, Districts 1, 2, and 4. This will ensure the continuation of services to maintain the landscaped areas and appurtenant improvements that benefit those who live in the LLA districts and zones.

On July 12, 1979; August 10, 1995; and July 22, 1997, the Board approved the formation of LLA Districts 1, 2, and 4, respectively, pursuant to Section 22500 et seq. of the California Streets and Highways Code, to collect assessments to pay for the maintenance costs of landscaping that benefit the subject properties.

The proposed project initiates the annual process for levying assessments and does not establish any assessment rates. In accordance with Proposition 13, assessments cannot be based on property values. Each LLA district and zone therein are obligated to establish a benefit formula by which assessments are set according to the benefit received from the service or improvement as set forth in the Engineer's Report.

As the governing body, the Board of Supervisors is responsible for approving the levying of annual assessments for landscaping purposes. Board adoption of the Resolution Initiating Proceedings initiates the annual assessment process for the renewal of existing annual assessments and the establishment of new assessments for Fiscal Year (FY) 2024-25.

Once the Engineer's Report is complete, Public Works will return a Resolution of Intention to the Board for approval, in accordance with Section 22624 of the California Streets and Highways Code, to set the public hearing date to establish the assessments for FY 2024-25 in accordance with the LLA.

#### Implementation of Strategic Plan Goals

These recommendations support County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The recommended action ensures the continuation of services to maintain the landscaped areas and appurtenant improvements that benefit those who live in the LLA districts and zones.



### FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

All services administered by Public Works and provided in the LLA districts and zones therein are funded by the assessments established by the Board. The forecasted assessments based on the existing rates will generate approximately \$6.72 million in total revenue in LLA Districts 1, 2, and 4, and zones therein, for FY 2024-25.

Funding for the preparation of the annual Engineer's Report is included in the FY 2023-24 LLA District funds budgets.

# FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The LLA sets forth procedures that must be followed for any fiscal year during which assessments levied in a prior fiscal year for landscape maintenance purposes are to be continued. Section 22622 of the California Streets and Highways Code requires the Board to adopt an initial resolution (Resolution Initiating Proceedings) that generally describes proposed improvements and substantial changes in existing improvements and to order the Engineer to prepare and file an Engineer's Report in accordance with Sections 22565 and 22622 of the California Streets and Highways Code.

Public Works will return to the Board with a recommendation to file and approve the Engineer's Report and to approve a Resolution of Intent, in accordance with Section 22624 of the California Streets and Highways Code. The Board's approval of the Engineer's Report and Resolution of Intent will set the public hearing date to establish the assessments for FY 2024-25. Any new or increased assessments must also comply with Proposition 218, set forth in Article XIII D of the California Constitution, and Section 53753 of the Government Code, which requires notices and ballots to be mailed to the affected property owners regarding any proposed new assessment or assessment increase greater than allotted for in the zone-specific Engineer's Report and a public hearing to receive ballots in support of or against the proposed new or increased assessment for tabulation.

The Resolution Initiating Proceedings has been approved as to form by County Counsel.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed project is categorically exempt from the CEQA. The project, which includes initiation of proceedings for the levying of annual assessments for landscape maintenance purposes, 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, subsection (h), and 15306 of the State CEQA guidelines and Classes 1, subsections (x)(27), and 6 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The project provides for information collection for the LLA districts and zones as well as maintenance of existing landscaping and will not involve any expansion of an existing use or the removal of healthy, mature, or scenic trees. In addition, based on the proposed project records, it will comply with all applicable regulations; it is not in a sensitive environment; 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 exemptions inapplicable.

# **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 a copy of the signed resolution to Public Works, Land Development Division. Also, please forward one adopted copy of the letter and resolution to the Assessor, Ownership Services Section, and one to the Auditor-Controller, Tax Division.

Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works

Enclosure

MP:YH:la

cc: Chief Executive Office (Chia-Ann Yen) County Counsel Executive Office

### BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES RESOLUTION INITIATING PROCEEDINGS FOR THE ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR COUNTY LANDSCAPING AND LIGHTING ACT DISTRICTS 1, 2, AND 4 AND ZONES THEREIN FOR THE 2024-25 FISCAL YEAR AND ORDERING THE PREPARATION OF THE ANNUAL ENGINEER'S REPORT

WHEREAS, on July 12, 1979; August 10, 1995; and July 22, 1997; the Board of Supervisors of the County of Los Angeles approved the formation of Landscaping and Lighting Act (LLA) Districts 1, 2, and 4, respectively, for the purpose of providing funds for the operation and maintenance of the LLA districts and zones therein within Los Angeles County, pursuant to provisions of the Landscaping and Lighting Act of 1972 (Act), Section 22500 et seq. of the California Streets and Highways Code; and

WHEREAS, within the LLA District 1 there are two (2) established separate zones, within the LLA District 2 there are fifteen (15) established separate zones, and within LLA District 4 there are ten (10) established separate zones. Each zone consists of territory that receives substantially similar and proportional special benefits from the improvements provided in the zone; and

WHEREAS, each of the two (2), fifteen (15), and ten (10) zones within LLA Districts 1, 2, and 4, respectively, retain separate budgets, trust accounts, and unit numbers established by Los Angeles County Auditor-Controller; and

WHEREAS, the Board previously approved the formation of LLA districts and zones therein for the purpose of providing funds for landscape maintenance services provided therein pursuant to the Act; and

WHEREAS, the Board hereby proposes to levy annual assessments for existing LLA Districts 1, 2, and 4 and zones therein and to levy and collect assessments against the lots and parcels of land within such LLA districts and zones therein to pay for the costs and expenses of landscape maintenance and improvements for the fiscal year commencing July 1, 2024, and ending June 30, 2025, pursuant to the Act; and

WHEREAS, the general location and boundaries of the LLA Districts 1, 2, and 4 and zones therein are shown on maps on file in the office of Los Angeles County Public Works and are incorporated herein by reference and open to public inspection; and

WHEREAS, provisions of the Act require the Board to adopt a Resolution Initiating Proceedings to generally describe any proposed improvements or substantial changes in existing improvements and to order the Director of Public Works, or his designee, to prepare and file an Engineer's Report in accordance with Sections 22565 and 22622 of the Act. NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Los Angeles that:

Section 1. The Board proposes to establish assessments for landscape maintenance purposes for Fiscal Year 2024-25, pursuant to the provisions of the Act, to be used for the maintenance, repair, replacement, and upgrades to planted and irrigated slopes, turf areas, parkway panels, medians, automated irrigation system components, and related appurtenances within LLA Districts 1, 2, and 4 and zones therein, in compliance with the requirements set forth by the Act.

Section 2. The Director of Public Works, or his designee, is hereby ordered to prepare and file the Engineer's Report in accordance with Sections 22565 and 22605 of the Act.

// The foregoing Resolution was adopted on the \_\_\_\_\_ day of \_\_\_\_\_ 2023, by the Board of Supervisors of the County of Los Angeles and ex-officio of 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:

DAWYN R. HARRISON County Counsel

By \_\_\_\_\_ \_\_ Heidi Liu Deputy County Counsel

# BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter	🗌 Boar	rd Memo	□ Other
CLUSTER AGENDA REVIEW DATE	1/10/2024		
BOARD MEETING DATE	1/23/2024		
SUPERVISORIAL DISTRICT AFFECTED	☐ All	$\Box$ 3 <sup>rd</sup> $\Box$ 4 <sup>th</sup> $\boxtimes$ 5 <sup>th</sup>	
DEPARTMENT(S)	Public Works		
SUBJECT	Award of services contracts for street sweeping services for Arcadia, Azusa/Covina/Claremont, Duarte, East Pasadena, Monrovia, Northeast San Gabriel, Rowland Heights, San Pasqual, and South San Gabriel.		
PROGRAM	N/A		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🛛 Yes 🗌 No		
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No		
	If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	The three current contracts will expire on April 30, 2024.		
COST & FUNDING		Funding source: Funding for these services is ind (B03 - Services and Supplies) Fis These contracts will be for a s and a month-to-month extension term of 54 months.	cal Year 2023-24 Budget
PURPOSE OF REQUEST	Public Works is seeking Board approval to award three services contracts for street sweeping services for the unincorporated areas of Arcadia, Azusa/Covina/Claremont, Duarte, east Pasadena, Monrovia, northeast San Gabriel, Rowland Heights, San Pasqual, and south San Gabriel.		
BACKGROUND (include internal/external issues that may exist including any related motions) EQUITY INDEX OR LENS	Approval of the recommended actions will award two services contracts to Arakelian Enterprises, Inc., dba Athens Services, for the areas of Rowland Heights and Arcadia, Duarte, east Pasadena, Monrovia, northeast San Gabriel, San Pasqual, and south San Gabriel, and one services contract to CleanStreet, LLC, for the area of Azusa/Covina/Claremont to provide street sweeping service to maintain the streets, alleys, and curbed medians within these unincorporated County areas.		
WAS UTILIZED	<ul> <li>Yes No</li> <li>If Yes, please explain how:</li> <li>Public Works notified over 25,000 subscribers in our "Do Business with Public Works" website.</li> <li>Public Works also notified 1,460 Local Small Businesses Enterprises, 180 Disabled Veteran Business Enterprises, 168 Social Enterprises, and 1,013 Community Business Enterprises registered with the Department of Economic</li> </ul>		

	Opportunity and advertised in regional and small newspapers in each Supervisorial District. Public Works follows Federal contracting laws where applicable, State laws, Public Contract Code, and all Board contracting policies.		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	Yes No If Yes, please state which one(s) and explain how:		
	Supports Board Priority No. 5 Environmental Health Oversight and Monitoring by removing dirt, debris, and pollutants from County maintained roadways, alleys, and waterways.		
	Sweeping County maintained roadways and alleys provide ample health and environmental benefits including, but not limited to, the removal of sediment, litter, metals, leaves, and other organics and particulate matter from roadways, alleys, and waterways.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email:Steve Burger,Deputy Director,(626) 458-4018,cell(626) 476-9847sburger@pw.lacounty.gov		

P:\brcdpub\Service Contracts\CONTRACT\Jessica\Street Sweeping\2022\ACC- Rebid\04 AWARD\BOARD LETTER\Street Sweeping - Cluster Fact Sheet.docx



# **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

> IN REPLY PLEASE REFER TO FILE:

January 23, 2024

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 TRANSPORTATION CORE SERVICE AREA AWARD OF SERVICES CONTRACTS STREET SWEEPING SERVICES FOR ARCADIA, AZUSA/COVINA/CLAREMONT, DUARTE, EAST PASADENA, MONROVIA, NORTHEAST SAN GABRIEL, ROWLAND HEIGHTS, SAN PASQUAL, AND SOUTH SAN GABRIEL (SUPERVISORIAL DISTRICTS 1 AND 5) (3 VOTES)

### **SUBJECT**

Public Works is seeking Board approval to award two services contracts to Arakelian Enterprises, Inc., dba Athens Services, and one to CleanStreet, LLC, for street sweeping services for the unincorporated areas of Arcadia, Azusa/Covina/Claremont, Duarte, east Pasadena, Monrovia, northeast San Gabriel, Rowland Heights, San Pasqual, and south San Gabriel.

# IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that the contract work is categorically 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. Find that these services can be more economically performed by independent contractors than by County employees.

MARK PESTRELLA, Director

- 3. Award and direct the Chair to execute a street sweeping services contract to Arakelian Enterprises, Inc., dba Athens Services, for the area of Rowland Heights. 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 \$4,158,156.
- 4. Award and direct the Chair to execute a street sweeping services contract to Arakelian Enterprises, Inc., dba Athens Services, for unincorporated areas of Arcadia, Duarte, east Pasadena, Monrovia, northeast San Gabriel, San Pasqual, and south San Gabriel. 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 \$4,176,079.
- 5. Award and direct the Chair to execute a street sweeping services contract to CleanStreet, LLC, for the unincorporated areas of Azusa/Covina/Claremont. 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 \$4,878,700.
- 6. Delegate authority to the Director of Public Works or his designee to renew the contracts for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, Arakelian Enterprises, Inc., dba Athens Services, and CleanStreet, LLC, have successfully performed during the previous contracts 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.
- 7. Delegate authority to the Director of Public Works or his designee to annually increase the contracts amounts up to an additional 10 percent of the annual contracts' sum, which is included in the maximum potential contracts' sums for unforeseen additional work within the scope of the contracts if required, and to adjust the annual contracts sums for each option year over the term of the contracts to allow for disposal and fuel adjustments cost in accordance with each of the contracts.

# PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will award two services contracts to Arakelian Enterprises, Inc., dba Athens Services, for the unincorporated areas of Rowland Heights and Arcadia, Duarte, east Pasadena, Monrovia, northeast San Gabriel, San Pasqual, and south San Gabriel and one services contract to CleanStreet, LLC, for

the unincorporated areas of Azusa/Covina/Claremont to provide street sweeping services to maintain the streets, alleys, and curbed medians within these unincorporated County areas. These services will help mitigate roadside debris and pollutants that would otherwise enter the storm drain system and provide a healthy, safe, and clean environment that uplifts these unincorporated communities.

The current contracts will expire on April 30, 2024. The award of these contracts will continue the current services by the recommended contractors, which are the current contractors providing these services.

#### Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.3, Make Environmental Sustainability our Daily Reality, and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, by contracting with the contractor that has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive and cost-effective manner.

The recommended actions allow the County to reduce stormwater pollution while improving the environmental and social well-being of our communities so that they may thrive now and into the future.

### 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 contractors' services at the prices quoted by the contractors. The terms and sums for each term of the maximum contract period, if all optional renewal periods are exercised, are as follows:

#### **Rowland Heights Area:**

The sum for the initial term is \$702,849. The sum for the first option term is \$738,076. The sum for the second option term is \$774,992. The sum for the third and final option term is \$813,717. The sum for the month-to-month option to extend up to 6 months is \$406,859.

# Arcadia, Duarte, east Pasadena, Monrovia, northeast San Gabriel, San Pasqual, and south San Gabriel Areas:

The sum for the initial term is \$705,879. The sum for the first option term is \$741,257. The sum for the second option term is \$778,332. The sum for the third and final option term is \$817,225. The sum for the month-to-month option to extend up to 6 months is \$408,613.

# Azusa/Covina/Claremont Area:

The sum for the initial term is \$836,306. The sum for the first option term is \$871,094. The sum for the second option term is \$907,198. The sum for the third and final option term is \$944,924. The sum for the month-to-month option to extend up to 6 months is \$472,462.

Any unused authorized amounts up to 25 percent from the previous contracts' terms will roll over into subsequent renewal terms. The maximum potential contracts' sums are \$4,158,156 for Rowland Heights; \$4,176,079 for Arcadia, Duarte, east Pasadena, Monrovia, northeast San Gabriel, San Pasqual, and south San Gabriel; and \$4,878,700 for Azusa/Covina/Claremont for the maximum contract term of 54 months. The County may also authorize an extension of time to the contracts' maximum potential term, not to exceed 180 days, with no additional funding. The total maximum potential contracts' sums include 10 percent of the annual amount for disposal and fuel cost adjustments and 10 percent of the annual contracts sums for unforeseen additional work within the scope of the contracts.

Funding for these services is included in the Road Fund (B03 – Services and Supplies) Fiscal Year 2023-24 Budget. Funds to finance the contracts' option years, disposal and fuel adjustments, and 10 percent additional funding for contingencies will be requested through the annual budget process.

# FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractors, Arakelian Enterprises, Inc., dba Athens Services, and CleanStreet, LLC, are located in the City of Industry and Glendora, respectively. These contracts will commence on May 1, 2024, for a period of 1 year. With the Board's delegated authority, Public Works may renew these contracts 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 contracts, which have been executed by Arakelian Enterprises, Inc., dba Athens Services, for Rowland Heights and Arcadia, Duarte, east Pasadena, Monrovia, northeast San Gabriel, San Pasqual, and south San Gabriel and CleanStreet, LLC, for Azusa/Covina/Claremont (Enclosures A.1 through A.3). The recommended contracts were solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County requirements.

A standard services 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 contractors were selected upon final analysis and consideration without regard to race, creed, sex, 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.

These contractors have agreed to pay their 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 these proposed contracts, as County employees can perform these contracted services. The contracts comply with all the requirements of the Los Angeles County Code, Section 2.201. In addition, the contractors understand and agree that the contracted work involves public works as defined by Section 1720 of the California Labor Code. The contractors represent and warrant that they will perform the contracted work in full compliance with the applicable provisions of the Labor Code relating to payment of prevailing wages.

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

# ENVIRONMENTAL DOCUMENTATION

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

# **CONTRACTING PROCESS**

In 2015, 2017, 2019, 2021, and 2022 notices of the Request for Statement of Qualifications (RFSQ) were placed on the "Doing Business with Los Angeles County" website (Enclosure C), "Do Business with Public Works" website, and X (formerly Twitter). In addition, advertisements were placed in the *Los Angeles Daily Journal, Los Angeles Sentinel,* and *La Opinión.* Also, Public Works informed

1,460 registered Local Small Business Enterprises, 180 Disabled Veteran Business Enterprises, 168 Social Enterprises, 1,013 Community Business Enterprises, independent contractors, various business development centers, and municipalities about this business opportunity. The RFSQ is currently open continuous.

The Statement of Qualifications (SOQ) were first reviewed to ensure they met the mandatory requirements outlined in the RFSQ and were then evaluated by an Evaluation Committee consisting of Public Works staff utilizing the informed averaging methodology for applicable criteria. The committee's evaluation was based on criteria described in the RFSQ, including experience, work plan, financial resources, performance history/references, and demonstrated controls over labor/payroll recordkeeping. Based on the evaluation since 2015 to present, one of the seven SOQs did not receive a score of equal to or above the evaluation's minimum passing score and was ineligible to be placed on the Qualified Contractors List. The remaining six SOQs received a passing score and were placed on the Qualified Contractors List.

On December 28, 2022, Public Works e-mailed a notice of the Invitation for Bids to the six vendors on the Qualified Contractors List that resulted from the RFSQ for street sweeping services in the areas of Arcadia, Azusa/Covina/Claremont, Duarte, east Pasadena, Monrovia, northeast San Gabriel, Rowland Heights, San Pasqual, and south San Gabriel.

On February 8, 2023, two bids were received for each area. The bids were evaluated based on the price category. Based on this evaluation, it is recommended that these contracts be awarded to the highest rated, responsive, responsible, and lowest cost contractors, Arakelian Enterprises, Inc., dba Athens Services, located in City of Industry, California for Rowland Heights and Arcadia, Duarte, east Pasadena, Monrovia, northeast San Gabriel, San Pasqual, and south San Gabriel and CleanStreet, LLC, located in Glendora, California for Azusa/Covina/Claremont.

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

# IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of these contracts 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 to the Public Works, Business Relations and Contracts Division.

Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works

MP:BS:ta

Enclosures

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

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January 23, 2024

#### SERVICES CONTRACT TRANSPORTATION CORE SERVICE AREA AWARD OF SERVICES CONTRACTS STREET SWEEPING SERVICES FOR ARCADIA, AZUSA/COVINA/CLAREMONT, DUARTE, EAST PASADENA, MONROVIA, NORTHEAST SAN GABRIEL, ROWLAND HEIGHTS, SAN PASQUAL, AND SOUTH SAN GABRIEL (SUPERVISORIAL DISTRICTS 1 AND 5) (3 VOTES)

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

2024.01.23 Street Sweeping BL (FTP Large Enc)

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# BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter	□ B	oard Memo	☐ Other
CLUSTER AGENDA REVIEW DATE	1/10/2024		
BOARD MEETING DATE	1/23/2024		
SUPERVISORIAL DISTRICT AFFECTED	All 1 <sup>st</sup>	2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup> 5 <sup>th</sup>	
DEPARTMENT(S)	Public Works		
SUBJECT	Traffic Regulations in San Gabriel, and Sun Vi	the Unincorporated Communities o llage	f Altadena, Northeast
PROGRAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🗌 Yes 🛛 No		
SOLE SOURCE CONTRACT			
	If Yes, please explain wh	ıy:	
DEADLINES/ TIME CONSTRAINTS	The community requested that these traffic safety issues be addressed as soon as possible.		
COST & FUNDING	Total cost: \$0	Funding source: Road Fund	
	TERMS (if applicable):		
	Explanation: There will be no impact to the County General Fund. Sufficient funds are included in the Road Fund (B03 – Services and Supplies) Fiscal Year 2023-24 Budget to cover the minor costs of installing the necessary signs and markings.		
PURPOSE OF REQUEST		orders to support traffic safety and munities of Altadena, Northeast San Ga	
BACKGROUND (include internal/external issues that may exist including any related	The California Vehicle Code allows the County to adopt regulations for official traffic control devices, such as signs and markings. These traffic regulations are required prior to enforcement by the California Highway Patrol and Sheriff's Department.		
motions)	Public Works is recommending to adopt the following types of regulations:		
	Multi-Way Stop Control		
	<ul><li>Stop Control</li><li>Stopping Prohib</li></ul>	ition	
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ⊠ No If Yes, please explain ho	W:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	regulations support a cle that improves mobility ar		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Steve Burger, Deputy Di	Email: rector, (626) 458-4018, <u>sburger@pw.la</u>	county.gov



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:

January 23, 2024

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 TRAFFIC REGULATIONS IN THE UNINCORPORATED COMMUNITIES OF ALTADENA, NORTHEAST SAN GABRIEL, AND SUN VILLAGE (SUPERVISORIAL DISTRICT 5) (3 VOTES)

# SUBJECT

Public Works is seeking Board approval to implement traffic regulations to support traffic safety and enhance traffic flow in the unincorporated communities of Altadena, Northeast San Gabriel, and Sun Village.

# IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that adopting traffic regulation orders and posting the corresponding regulatory and advisory signage are categorically exempt from the provisions of the California Environmental Quality Act.
- 2. Adopt a traffic regulation order prohibiting stopping at any time on the north side of Altadena Drive between Holliston Avenue and a point 360 feet west of Crest Drive in the unincorporated community of Altadena.
- 3. Adopt a traffic regulation order requiring northbound and southbound traffic on Lake Avenue to stop at its intersection with Concha Street establishing all-way stop control in the unincorporated community of Altadena.
- 4. Adopt a traffic regulation order requiring northbound and southbound traffic on Lake Avenue to stop at its intersection with Mount Curve Avenue establishing all-way stop control in the unincorporated community of Altadena.

- 5. Adopt a traffic regulation order requiring westbound and eastbound traffic on Ventura Street to stop at its intersection with Tola Avenue establishing all-way stop control in the unincorporated community of Altadena.
- 6. Adopt a traffic regulation order establishing stop control for northbound traffic on Charlotte Avenue (east) at its intersection with Longden Avenue in the unincorporated community of Northeast San Gabriel.
- 7. Adopt a traffic regulation order establishing an all-way stop control for northbound, eastbound, and westbound traffic at the intersection of Avenue R and 107th Street East in the unincorporated community of Sun Village.
- 8. Adopt a traffic regulation order requiring northbound and southbound traffic on 110th Street East to stop at its intersection with Avenue R establishing all-way stop control in the unincorporated community of Sun Village.

# PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to support traffic safety and enhance traffic flow. Requests for these traffic regulations were generated by residents or community groups. All users of the various roadways will benefit from the implementation of these traffic regulation orders. The affected areas are indicated on the enclosed maps (Enclosures A, B, and C).

### Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.3, Make Environmental Sustainability our Daily Reality. The recommended actions support a clean, flexible, and integrated multi-modal transportation system that improves mobility and traffic safety.

# FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. Sufficient funds are included in the Road Fund (B03 – Services and Supplies) Fiscal Year 2023-24 Budget to cover the minor costs of installing the necessary signs and markings.

### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The California Vehicle Code authorizes the Board to implement these traffic regulations which are required prior to enforcement by the California Highway Patrol and the Sheriff's Department.

# ENVIRONMENTAL DOCUMENTATION

The establishment of these regulations, including the installation of related traffic control devices required to notify the motoring public is categorically exempt from the provisions of the California Environmental Quality Act pursuant to Section 15301(c) of the California Environmental Quality Act Guidelines and Class I(x) 7 of the Environmental Reporting Procedures and Guidelines approved by the Board on November 17, 1987.

# IMPACT ON CURRENT SERVICES (OR PROJECTS)

Implementation of these traffic controls will have a positive impact by enhancing traffic flow and safety. Upon the Board's approval of the traffic regulations, the corresponding signs and markings will be installed within 12 weeks.

#### **CONCLUSION**

Please return one adopted copy of this letter to Public Works, Traffic Safety and Mobility Division. Also, please forward adopted copies of this letter to the Sheriff's Department, Parking Enforcement Detail; and the California Highway Patrol's Altadena, Antelope Valley, and Baldwin Park offices.

Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works

MP:EK:ca

Enclosures

c: Chief Executive Office (Chia-Ann Yen) County Counsel Executive Office Sheriff's Department (Parking Enforcement Detail) California Highway Patrol (Altadena, Antelope Valley, and Baldwin Park)



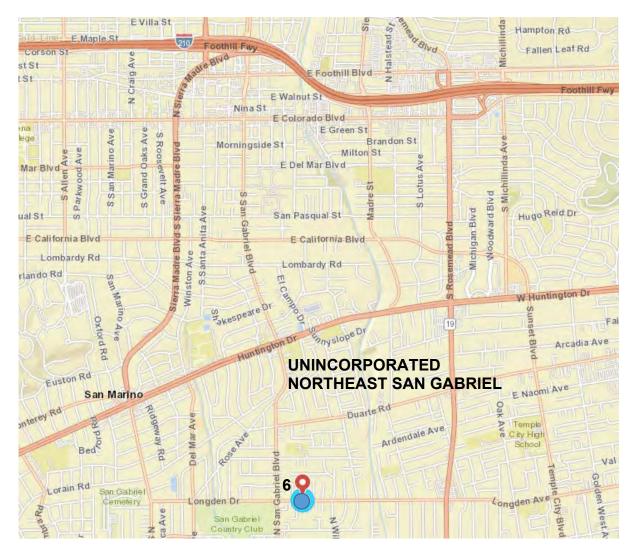
### ENCLOSURE A PROPOSED TRAFFIC REGULATIONS ALTADENA SUPERVISORIAL DISTRICT 5



Items for adoption in the Board letter



### ENCLOSURE B PROPOSED TRAFFIC REGULATION NORTHEAST SAN GABRIEL SUPERVISORIAL DISTRICT 5



Item for adoption in the Board letter



# ENCLOSURE C PROPOSED TRAFFIC REGULATIONS SUN VILLAGE SUPERVISORIAL DISTRICT 5



Items for adoption in the Board letter

# BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter	□ Board Memo	□ Other	
CLUSTER AGENDA REVIEW DATE	1/10/2024		
BOARD MEETING DATE	1/23/2024		
SUPERVISORIAL DISTRICT AFFECTED	□ All ⊠ 1 <sup>st</sup> □ 2 <sup>nd</sup> □ 3 <sup>rd</sup> □ 4 <sup>th</sup> □ 5 <sup>th</sup>		
DEPARTMENT(S)	Public Works		
SUBJECT	Traffic Regulations in the Unincorporated Communitie East Los Angeles	s of City Terrace and	
PROGRAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🗌 Yes 🛛 No		
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No		
	If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	The community requested these traffic safety and quality-of- soon as possible.	ife issues be addressed as	
COST & FUNDING	Total cost:Funding source:\$0Road Fund		
	TERMS (if applicable):		
	Explanation:		
	There will be no impact to the County General Fund. Sufficient Road Fund Fiscal Year 2023-24 Budget to cover the minor		
PURPOSE OF REQUEST	removing the necessary signs and markings. Adopt various traffic regulation orders to support traffic sa	fety enhance traffic flow	
	encourage parking turnover, and provide adequate parking unincorporated communities of City Terrace and East Los A	for disabled persons in the	
BACKGROUND	The California Vehicle Code allows the County to adopt re control devices, such as signs and markings. These traffic re		
(include internal/external issues that may exist	to enforcement by the California Highway Patrol and Sheriff's		
including any related			
motions)	Public Works is recommending to adopt the following types or rescind traffic regulations that are no longer applicable:	or regulations, as well as to	
	Disabled Persons' Parking Zone		
	Parking Prohibition		
	Stop Control		
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes   ⊠ No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	Yes INO If Yes, please state which one(s) and explain how: Sustaina	bility. The proposed traffic	
	regulations support a clean, flexible, and integrated multi-m that improves mobility and traffic safety.		
DEPARTMENTAL	Name, Title, Phone # & Email:		
CONTACTS	Steve Burger, Deputy Director, (626) 458-4018, <u>sburger@pv</u>	<u>/.lacounty.gov</u>	



MARK PESTRELLA, Director

# **COUNTY OF LOS ANGELES**

# DEPARTMENT OF PUBLIC WORKS

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> IN REPLY PLEASE REFER TO FILE:

January 23, 2024

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 TRAFFIC REGULATIONS IN THE UNINCORPORATED COMMUNITIES OF CITY TERRACE AND EAST LOS ANGELES (SUPERVISORIAL DISTRICT 1) (3 VOTES)

### SUBJECT

Public Works is seeking Board approval to implement traffic regulations to support traffic safety, enhance traffic flow, encourage parking turnover, and provide adequate parking for disabled persons in the unincorporated communities of City Terrace and East Los Angeles.

# IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that adopting and/or rescinding traffic regulation orders and posting or removing the corresponding regulatory and advisory signage are categorically exempt from the provisions of the California Environmental Quality Act.
- 2. Adopt a traffic regulation order requiring northbound and southbound traffic on Gage Avenue to stop at its intersection with Harris Avenue establishing all-way stop control in the unincorporated community of City Terrace.
- 3. Adopt a traffic regulation order requiring northbound and southbound traffic on Hazard Avenue to stop at its intersection with Snow Drive establishing all-way stop control in the unincorporated community of City Terrace.
- 4. Rescind a traffic regulation order prohibiting parking, except from 8 a.m. to 12 p.m., Tuesdays only, on the west side of Ditman Avenue between Pomeroy Street and a point 450 feet north of Pomeroy Street in the unincorporated community of East Los Angeles as established on October 13, 2020.

- 5. Adopt a traffic regulation order prohibiting parking, except from 8 a.m. to 12 p.m., Tuesdays only, on the west side of Ditman Avenue between Pomeroy Street and a point 500 feet north of Pomeroy Street in the unincorporated community of City Terrace.
- 6. Rescind the traffic regulation order establishing a passenger loading zone on the west side of Alma Avenue between a point 20 feet and a point 104 feet north of Whittier Boulevard in the unincorporated community of East Los Angeles as established on October 17, 1950.
- 7. Adopt a traffic regulation order prohibiting parking for a period longer than 2 hours from 7 a.m. to 6 p.m. on the west side of Alma Avenue between a point 55 feet and a point 120 feet north of Whittier Boulevard in the unincorporated community of East Los Angeles.
- 8. Adopt a traffic regulation order establishing disabled persons' parking zone on the west side of Alma Avenue between a point 35 feet and a point 55 feet north of Whittier Boulevard in the unincorporated community of East Los Angeles.

# PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to support traffic safety, enhance traffic flow, encourage parking turnover, and provide adequate parking for disabled persons. Requests for these traffic regulations were generated by residents or community groups. The affected areas are indicated on the enclosed maps (Enclosures A and B).

### Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.3, Make Environmental Sustainability our Daily Reality. The recommended actions support a clean, flexible, and integrated multi-modal transportation system that improves mobility and traffic safety.

# FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. Sufficient funds are included in the Road Fund (B03 – Services and Supplies) Fiscal Year 2023-24 Budget to cover the minor costs of installing and/or removing the necessary signs and markings.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The California Vehicle Code authorizes the Board to implement these traffic regulations that are required prior to enforcement by the California Highway Patrol and the Sheriff's Department.

#### ENVIRONMENTAL DOCUMENTATION

The establishment of these regulations, including the installation or removal of related traffic control devices required to notify the motoring public is categorically exempt from the provisions of the California Environmental Quality Act pursuant to Section 15301(c) of the California Environmental Quality Act Guidelines and Class I(x) 7 of the Environmental Reporting Procedures and Guidelines approved by the Board on November 17, 1987.

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

Implementation of these traffic controls will have a positive impact by enhancing traffic flow and safety. Upon the Board's approval of the traffic regulations, the corresponding signs and markings will be installed within 12 weeks.

#### CONCLUSION

Please return one adopted copy of this letter to Public Works, Traffic Safety and Mobility Division. Also, please forward adopted copies of this letter to the Sheriff's Department, Parking Enforcement Detail, and the California Highway Patrol's East Los Angeles office.

Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works

MP:EK:wm

Enclosures

c: Chief Executive Office (Chia-Ann Yen) County Counsel Executive Office Sheriff's Department (Parking Enforcement Detail) California Highway Patrol (East Los Angeles)



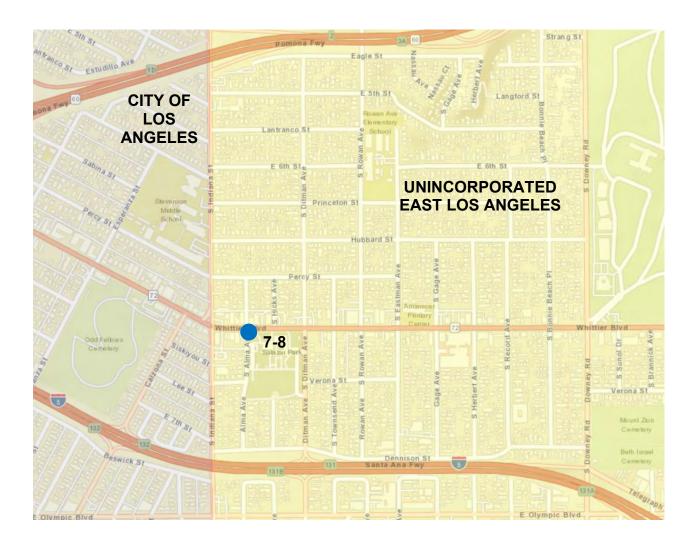
# ENCLOSURE A PROPOSED TRAFFIC REGULATIONS CITY TERRACE SUPERVISORIAL DISTRICT 1



Items for adoption in the Board letter



# ENCLOSURE B PROPOSED TRAFFIC REGULATIONS EAST LOS ANGELES SUPERVISORIAL DISTRICT 1



Items for adoption in the Board letter

# BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter	Board Memo	☐ Other	
CLUSTER AGENDA REVIEW DATE	1/10/2024		
BOARD MEETING DATE	1/23/2024		
SUPERVISORIAL DISTRICT AFFECTED	☐ All		
DEPARTMENT(S)	Public Works		
SUBJECT	CP Carolyn Rosas and Franklin D. Roosevelt Parks America Emergency Shelter Refurbishment Projects	ans with Disabilities Act	
PROGRAM	Capital Projects		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🛛 Yes 🗌 No		
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No		
	If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	None.		
COST & FUNDING	Total cost:Funding source:Carolyn Rosas Park Americans with Disabilities Act (ADA)Various ADA ProgramEmergency Shelter Refurbishment Project – \$840,000Compliance ProjectsFranklin D. Roosevelt Park ADA Emergency ShelterCompliance ProjectsRefurbishment Project – \$1,160,000TERMO (Interpreted and Interpreted and Int		
	TERMS (if applicable): N/A		
	Explanation:		
PURPOSE OF REQUEST	Approval of an appropriation adjustment and authorization to Board-approved Job Order Contracts.	deliver the project using	
BACKGROUND (include internal/external issues that may exist including any related motions)	The Chief Executive Office requested Public Works to refurbish the Carolyn Rosas and Franklin D. Roosevelt Parks' public restrooms. The project scope consists of upgrading the existing public restrooms to include ADA compliant plumbing fixtures and accessories.		
EQUITY INDEX OR LENS WAS UTILIZED	Yes No If Yes, please explain how: Approval of the recommended active to continue its successful implementation of the mass care and the settlement agreement to include accessibility improvemen and Franklin D. Roosevelt Parks to make these facilities suitab shelter sites.	sheltering deliverable in ts to the Carolyn Rosas	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	Yes INO If Yes, please state which one(s) and explain how: Board Prior The projects comply with this priority by including energy and v part of the public restroom refurbishments.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, c vyu@pw.lacounty.gov	ell (626) 614-7217,	



# **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

> IN REPLY PLEASE REFER TO FILE:

January 23, 2024

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 CAROLYN ROSAS PARK AMERICANS WITH DISABILITIES ACT EMERGENCY SHELTER REFURBISHMENT PROJECT FRANKLIN ROOSEVELT PARK AMERICANS WITH DISABILITIES ACT EMERGENCY SHELTER REFURBISHMENT PROJECT ESTABLISH AND APPROVE CAPITAL PROJECTS AND BUDGETS APPROVE APPROPRIATION ADJUSTMENT APPROVE USE OF JOB ORDER CONTRACTS SPECS. 7852 AND 7930; CAPITAL PROJECT NOS. 87989 AND 8A026 (FISCAL YEAR 2023-24) (SUPERVISORIAL DISTRICTS 1 AND 2) (3 VOTES)

### SUBJECT

Public Works is seeking Board approval to establish the Carolyn Rosas and Franklin Roosevelt Parks Americans with Disabilities Act Emergency Shelter Refurbishment Projects and budgets and authorize Public Works to deliver the proposed projects using Board-approved Job Order Contracts.

### IT IS RECOMMENDED THAT THE BOARD:

1. Find the proposed Carolyn Rosas Park Americans with Disabilities Act Emergency Shelter Refurbishment and Franklin Roosevelt Park Americans with Disabilities Act Emergency Shelter Refurbishment Projects exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the proposed

MARK PESTRELLA, Director

projects.

- 2. Establish and approve the Carolyn Rosas Park Americans with Disabilities Act Emergency Shelter Refurbishment Project, Capital Project No. 87989, with a total project budget of \$840,000.
- 3. Establish and approve the Franklin Roosevelt Park Americans with Disabilities Act Emergency Shelter Refurbishment Project, Capital Project No. 8A026, with a total project budget of \$1,160,000.
- 4. Approve an appropriation adjustment to transfer \$770,000 to the Carolyn Rosas Park Americans with Disabilities Act Emergency Shelter Refurbishment Project, Capital Project No. 87989; \$1,075,000 to the Franklin Roosevelt Park Americans with Disabilities Act Emergency Shelter Refurbishment Project, Capital Project No. 8A026; for a total of \$1,845,000 from the Various Americans with Disabilities Act Program Compliance Projects, Capital Project No. 87052, to fully fund these proposed projects.
- 5. Authorize the Director of Public Works or his designee to deliver the proposed projects using Board-approved Job Order Contracts.

# PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find the Carolyn Rosas and Franklin Roosevelt Parks Americans with Disabilities Act (ADA) Emergency Shelter Refurbishment Projects exempt from the California Environmental Quality Act (CEQA); establish and approve the capital projects, budgets, and appropriation adjustment; and authorize Public Works to deliver the proposed projects using Board-approved Job Order Contracts (JOCs).

Project Descriptions and Backgrounds

In January 2009, a Federal class action lawsuit was filed against the County of Los Angeles and the City of Los Angeles. The complaint alleged, among other things, that the County and City discriminated against individuals with Disabilities Access and Functional Needs.

In October 2012, the Board approved a settlement agreement, providing that the County develop and implement specific deliverables designed to include the Disabilities Access and Functional Needs community in the emergency shelter planning and implementation

process. One such deliverable is mass care and sheltering, which among other things, requires the County to:

- Establish and update a list of shelter sites operated by the County
- Evaluate those sites for disability-related access
- Make those preidentified emergency shelter sites accessible for shelter purposes

Approval of the recommended actions will allow the County to continue its successful implementation of the mass care and sheltering deliverable in the settlement agreement that include accessibility improvements to Carolyn Rosas and Franklin Roosevelt Parks to make these facilities suitable for use as emergency shelter sites for all residents of Los Angeles County.

Carolyn Rosas Park Americans with Disabilities Act Emergency Shelter Refurbishment Project

Carolyn Rosas Park is located at 18500 Fajardo Street, Rowland Heights, CA 91748. The project will include repaying and restriping of the accessible parking area and will refurbish the existing restrooms to comply with ADA accessibility requirements that include replacement of all finishes, fixtures, and equipment.

Franklin Roosevelt Park Americans with Disabilities Act Emergency Shelter Refurbishment Project

Franklin Roosevelt Park is located at 7600 Graham Avenue, Los Angeles, CA 91001. The proposed project will include refurbishing the existing exterior restrooms and interior shower room and restroom to meet current ADA accessibility requirements.

Public Works completed the design for the two projects using Board-approved on-call consultants and is seeking approval from the Board to complete the construction using Board-approved JOCs. It is anticipated that the Carolyn Rosas Park ADA Emergency Shelter Refurbishment Project construction will begin in the first quarter of 2024 and be completed by the third quarter of 2024; and Franklin Roosevelt Park ADA Emergency Shelter Refurbishment Project construction would begin in the second quarter of 2024 and will be completed in fourth quarter of 2024.

Green Building/Sustainable Design Program

The proposed projects will support the Board's policy for Green Building/Sustainable Design program by including energy and water-efficient fixtures as part of the restroom refurbishment.

#### 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 investing in public infrastructure that will improve the operational effectiveness of existing County assets.

### FISCAL IMPACT/FINANCING

Carolyn Rosas Park Americans with Disabilities Act Emergency Shelter Refurbishment Project

The total project cost for the Carolyn Rosas Park ADA Emergency Shelter Refurbishment Project, Capital Project (CP) No. 87989, is estimated at \$840,000 and includes a facility assessment, design, consultant services, plan check, permits, construction, civic art, and County services. The facility assessment cost of \$70,000 were paid from the Various ADA Program Compliance Projects, CP No. 87052. Approval of the appropriation adjustment (Enclosure A) would transfer \$770,000 from Various ADA Program Compliance Projects, CP No. 87052, to fully fund the project.

Franklin Roosevelt Park Americans with Disabilities Act Emergency Shelter Refurbishment Project

The total project cost for the Franklin Roosevelt Park ADA Emergency Shelter Refurbishment Project, CP No. 8A026, is estimated at \$1,160,000 and includes facility assessment, design, consultant services, plan check, permits, construction, civic art, and County services. The facility assessment cost of \$85,000 were paid from the Various ADA Program Compliance Projects, CP No. 87052. Approval of the appropriation adjustment (Enclosure A) would transfer \$1,075,000 from Various ADA Program Compliance Projects, CP No. 87052, to fully fund the project.

The project schedules and budgets are summarized in Enclosure B.

Operating Budget Impact

The Department of Parks and Recreation does not anticipate any one-time, start-up costs or an increase in ongoing maintenance and operational costs following completion of the proposed projects.

### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the Carolyn Rosas Park ADA Emergency Shelter Refurbishment Project is exempt from the Civic Art Allocation as eligible design and construction costs are under \$500,000. The project budget for the Franklin Roosevelt Park ADA Emergency Shelter Refurbishment Project includes one percent of eligible design and construction costs, in the amount of \$5,000 to be allocated to the Civic Art Fund.

The JOCs are subject to the Board Policy 5.270, Countywide Local and Targeted Worker Hiring.

### **ENVIRONMENTAL DOCUMENTATION**

The two separate proposed projects are categorically exempt from CEQA. The projects consist of refurbishing existing park facilities to meet current ADA accessibility requirements. The work is within certain classes that have been determined not to have a significant effect on the environment in that the projects meet the criteria set forth in Sections 15301 (a), (d), and (l); and 15302 of the State CEQA Guidelines; and Classes 1 (c), (d), (i), and (l); and 2 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The projects provide for refurbishment, replacement, and minor alterations of existing park facilities involving negligible or no expansion of an existing use and where replacement features will have the same purpose and capacity.

Additionally, based on the records of the projects, they 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 site lists complied 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 exemption inapplicable based on the records of the projects.

Upon the Board's approval of the projects, Public Works will file Notices of Exemption for each project with the Registrar-Recorder/County Clerk in accordance with California Public Resources Code 21152 and will post the Notices of Exemption to the County's website pursuant to Section 21092.2.

### CONTRACTING PROCESS

Public Works has completed the design for the projects using a Board-approved, on-call consultant and is recommending the use of Board-approved JOCs to complete construction of the project.

The scope for the projects include substantial remodeling and alteration work, and Public Works has made the determination that the use of JOCs is the most appropriate contracting method to deliver the project.

### IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will have no impact on current County services or projects. The parks will remain open to the public, and temporary restrooms will be provided during construction. The contractors will be required to coordinate construction activities with the County to minimize disruption of public access to the parks' facilities.

### CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Project Management Division II.

Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works

MP:SK:bh

Enclosures

c: Department of Arts and Culture (Civic Art Division) Chief Executive Office (Capital Programs Division) County Counsel Department of Parks and Recreation Executive Office

U:\general\FDR Park-ADA Improvements\_1881\02000\02001\CP Rosas and Roosevelt Parks

PINK

BA FORM 10142022

BOARD OF SUPERVISORS OFFICIAL COPY

1/00/2024

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

ŀΥ	2023-24	
3	- VOTES	

<u> </u>	SOURCES			USES
VARIOUS CAPITAL PROJECTS VARIOUS ADA PROGRAM COMPLIA A01-CP-6014-65099-87052 CAPITAL ASSETS - B & I DECREASE ADDRODRIATION		1 945 000	PARKS AND RECREATION CAROLYN ROSAS PARK ADA EMER SHE A01-CP-6014-65043-87989 CAPITAL ASSETS - B & I	
DECREASE APPROPRIATION		1,845,000	INCREASE APPROPRIATION PARKS AND RECREATION FRANKLIN ROOSEVELT PARK ADA EME A01-CP-6014-65043-8A026 CAPITAL ASSETS - B & I	770,000 ERG SHELTER REFURB PROJECT
			INCREASE APPROPRIATION	1,075,000
SOURCES TOTAL	\$	1,845,000	USES TOTAL	\$ 1,845,000
\$770,000 to Carolyn Rosas Park	Americans with Disabilitie	s Act Emerger		7052 to the following projects: pital Project No. 87989 and \$ 1,075,000 al Project No. 8A026, to fully fund the
			AUTHORIZED SIGNATURE	KIEU-ANH KING, MANAGER, CEO
BOARD OF SUPERVISOR'S APPROVA	L (AS REQUESTED/REVISED)			
REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR		ΓΙΟΝ	APPROVED AS REQUESTED	
AUDITOR-CONTROLLER	ВҮ		CHIEF EXECUTIVE OFFICER	ВҮ
B.A. NO.	DATE			DATE

**ENCLOSURE B** January 23, 2024

#### CONSTRUCTION CONTRACT CONSTRUCTION MANAGEMENT CORE SERVICE AREA CAROLYN ROSAS PARK AMERICANS WITH DISABILITIES ACT EMERGENCY SHELTER REFURBISHMENT PROJECT FRANKLIN D. ROOSEVELT PARK AMERICANS WITH DISABILITIES ACT EMERGENCY SHELTER REFURBISHMENT PROJECT ESTABLISH AND APPROVE CAPITAL PROJECTS AND BUDGETS APPROVE APPROPRIATION ADJUSTMENT APPROVE USE OF JOB ORDER CONTRACTS SPECS. 7852 AND 7930; CAPITAL PROJECT NOS. 87989 AND 8A026 (FISCAL YEAR 2023-24) (SUPERVISORIAL DISTRICTS 1 AND 2) (3 VOTES)

### I. CAROLYN ROSAS PARK PROJECT SCHEDULE

Project Activity	Completion Date
Construction Documents	Q4 2022*
Jurisdictional Approvals	Q2 2023*
Construction	
Substantial Completion	Q3 2024
Project Acceptance	Q3 2024

\*Indicates a completed activity

### II. CAROLYN ROSAS PARK PROJECT BUDGET

Budget Category	Budget
Construction	\$558,000
Plans and Specifications	\$21,500
Consultant Services	\$33,000
Miscellaneous Expenditures	\$12,000
Jurisdictional Reviews	\$29,000
County Services	\$186,500
Total	\$840,000

# III. FRANKLIN D. ROOSEVELT PARK PROJECT SCHEDULE

Project Activity	Completion Date
Construction Documents	Q4 2023*
Jurisdictional Approvals	Q2 2024
Construction	
Substantial Completion	Q4 2024
Project Acceptance	Q4 2024

\*Indicates a completed activity.

## IV. FRANKLIN D. ROOSEVELT PARK PROJECT BUDGET

Budget Category	Budget
Construction	\$664,000
Plans and Specifications	\$56,000
Consultant Services	\$52,000
Miscellaneous Expenditures	\$12,000
Jurisdictional Reviews	\$34,000
County Services	\$342,000
Total	\$1,160,000

### BOARD LETTER/MEMO CLUSTER FACT SHEET

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	1/10/2024
BOARD MEETING DATE	2/6/2024
SUPERVISORIAL DISTRICT AFFECTED	$\square$ All $\square$ 1 <sup>st</sup> $\boxtimes$ 2 <sup>nd</sup> $\boxtimes$ 3 <sup>rd</sup> $\boxtimes$ 4 <sup>th</sup> $\square$ 5 <sup>th</sup>
DEPARTMENT(S)	Department of Beaches and Harbors (DBH)
SUBJECT	Request authority for the Chair to award a contract to Ocean Blue Environmental Services, Inc. and Hunter Consulting Inc. dba HCI Environmental & Engineering for as- needed hazardous waste removal services located at various sites and facilities as well as County-owned, controlled and managed beaches.
PROGRAM	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🗌 Yes 🛛 No
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No
	If Yes, please explain why:
DEADLINES/ TIME CONSTRAINTS	The Department anticipates the new services to commence March 1, 2024.
COST & FUNDING	Total cost:Funding source:\$1,597,200DBH's Fiscal Year (FY) 2023-24 Final Adopted Budget
	TERMS (if applicable):
	Explanation:
PURPOSE OF REQUEST	DBH is seeking to request approval to award a contract to Ocean Blue Environmental Services, Inc. and Hunter Consulting Inc. dba HCI Environmental & Engineering to provide as-needed hazardous waste removal services at various sites, facilities and properties within Los Angeles County under the jurisdiction of the Department of Beaches and Harbors.
BACKGROUND (include internal/external issues that may exist including any related motions)	Approval of the contracts with Ocean Blue Environmental Services, Inc. and Hunter Consulting Inc. dba HCI Environmental & Engineering will enable the Department of Beaches and Harbors to continue to secure hazardous waste removal services to assist with the legal pick-up, removal, transporting and disposal of Department generated and abandoned hazardous and contaminated non-hazardous wastes and materials from its various sites and facilities as well as County-owned, controlled and managed beaches.
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ⊠ No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ⊠ No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Gary Jones, Director, (424) 526-7771, <u>GJones@bh.lacounty.gov</u> Amy Caves, Chief Deputy Director, (424) 526-7773, <u>ACaves@bh.lacounty.gov</u>



(424) 526-7777 + 13837 Fiji Way, Marina del Rey, CA 90292 + beaches.lacounty.gov

Caring for Our Coast

Gary Jones

Amy M. Caves Chief Deputy Director

> Carol Baker Deputy Director

LaTayvius R. Alberty Deputy Director

February 6, 2024

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

Dear Supervisors:

### APPROVAL OF CONTRACTS WITH OCEAN BLUE ENVIRONMENTAL SERVICES, INC. AND HUNTER CONSULTING INC. DBA HCI ENVIRONMENTAL & ENGINEERING FOR AS-NEEDED HAZARDOUS WASTE REMOVAL SERVICES (SUPERVISORIAL DISTRICTS 2, 3 AND 4) (3 VOTES)

### SUBJECT

This action is to award contracts to Ocean Blue Environmental Services, Inc. and Hunter Consulting Inc. dba HCI Environmental & Engineering to provide as-needed hazardous waste removal services at various sites, facilities and properties within Los Angeles County under the jurisdiction of the Department of Beaches and Harbors.

### IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Find that the proposed action is not subject to the California Environmental Quality Act for the reasons stated in this Board Letter.
- 2. Approve award of and instruct the Chair to sign three-year contracts, with three one-year renewal options with Ocean Blue Environmental Services, Inc. and Hunter Consulting Inc. dba HCI Environmental & Engineering, commencing on March 1, 2024 through February 28, 2027, at an annual contract sum of \$242,000 for both contracts, for a total maximum amount of \$1,597,200 over the potential total term of six years, which is inclusive of any potential increase of up to 10% annually for unforeseen services, but excludes any potential Cost of Living Adjustments.



- 3. Delegate authority to the Director of Beaches and Harbors to prepare and execute contract amendments to extend the contracts for three additional one-year optional renewals if, in the opinion of the Director or his designee, Ocean Blue Environmental Services, Inc. and Hunter Consulting Inc. dba HCI Environmental & Engineering have effectively performed the services during the previous contract period and the services are still needed and required.
- 4. Delegate authority to the Director of Beaches and Harbors to increase the contract amount by up to an additional 10% in any year of the contract (including any extension option period) for any additional or unforeseen services within the scope of this contract (subject to the availability of funds in the Department's budget) and to make any potential Cost of Living Adjustments after the first three years of the contract.
- 5. Delegate authority to the Director of Beaches and Harbors to approve and execute change orders and amendments to i) incorporate necessary changes within the scope of work; ii) execute amendments should the contracting entity merge, be acquired or otherwise change entities; and iii) suspend or terminate the contract if, in the opinion of the Director or his designee, it is in the best interest of the County of Los Angeles to do so.

### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the contracts (Attachment I & II) with Ocean Blue Environmental Services, Inc. (Ocean Blue) and Hunter Consulting Inc. dba HCI Environmental & Engineering (HCI) will enable the Department of Beaches and Harbors (Department) to continue to secure hazardous waste removal services to assist with the legal pick-up, removal, transporting and disposal of Department generated and abandoned hazardous and contaminated non-hazardous wastes and materials from its various sites and facilities as well as County-owned, controlled and managed beaches.

The recommended contractors will provide the hazardous waste removal services on an as-needed basis. The requested services are all of an extraordinary, professional and technical nature and are needed on a part-time and intermittent basis.

### IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the contracts will promote and further Board-approved Strategic Plan Goal II, Foster Vibrant and Resilient Communities, Strategy II.2, by enabling the Department to operate well maintained recreational County facilities and preventing potential public health and environmental hazards at County-owned, controlled and managed beaches.

### FISCAL IMPACT/FINANCING

The annual compensation for hazardous waste removal services is \$242,000 in each full

contract year. Furthermore, the Director may increase the annual compensation by up to 10% for any additional or unforeseen services within the scope of this contract, subject to availability of funds in the Department's budget.

The contracts are also subject to possible Cost of Living Adjustments after the first three years of the contracts and at the Director's sole discretion. Any Cost of Living Adjustment granted would be based upon an increase, if any, in the Consumer Price index for the Los Angeles-Long Beach-Anaheim areas, not to exceed any general salary movement granted to County employees. As Cost of Living Adjustments are granted, the Department will subsequently request needed funding in order to fully fund contracted services.

The budgeted amount in the Department's Fiscal Year (FY) 2023-24 Final Adopted Budget for these services is \$242,000. Utilizing available resources, the Department's budget is fully funded to support the described contracted services.

### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Department is requesting award of contracts to both Ocean Blue and HCI, which were determined to be the most responsive and responsible bidders. The recommended contract term is three years, with three one-year extension options that may be exercised at the discretion of the Director. The contract services will commence on February 6, 2024.

The contract contains, and the contractor has agreed to, the County's standard provisions, including consideration of hiring GAIN/GROW participants, the Jury Service Program, the Defaulted Property Tax Reduction Program, Safely Surrendered Baby Law, Zero Tolerance Policy on Human Trafficking, and the County's Policy of Equity.

The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply as services are provided on an as-needed basis and are of an intermittent nature.

The CEO's Risk Management Office has approved the insurance coverage, indemnification and liability provisions included in the contract. The contract has been approved as to form by County Counsel.

### ENVIRONMENTAL DOCUMENTATION

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

#### **CONTRACTING PROCESS**

On July 25, 2023, the Department issued an Invitation for Bids (IFB) seeking qualified contractors to provide as-needed hazardous waste removal services at various sites, facilities and properties within Los Angeles County under the jurisdiction of the Department of Beaches and Harbors. The IFB was advertised in each supervisorial district in eight local, diverse, and lesbian, gay, bisexual, transgender, queer, and questioning owned community newspapers: Santa Monica Daily Press, Daily Breeze, Antelope Valley Press, Los Angeles Daily News, Argonaut, Nuestra Comunidad, the Los Angeles Sentinel and the Los Angeles Blade. A notice was also posted to the Department's social media internet sites, the County's "Doing Business with the County" internet site, as well as the Department's internet site, where the full document was available for download.

Two bids were submitted in response to the IFB and both were determined to be qualified and responsible bidders. Overall, Ocean Blue was determined to be the lowest cost bidder, however, HCI, will also be available to provide the services as needed. Both contractors were previous Department contractors and have the experience and expertise to provide as-needed hazardous waste removal services.

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.

### IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on current services or projects.

### **CONCLUSION**

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

Respectfully submitted,

Gary Jones Director

GJ:NT:av

Attachments (1)

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



# CONTRACT

# **BY AND BETWEEN**

# **COUNTY OF LOS ANGELES**

# AND

# HUNTER CONSULTING INC., dba

# **HCI ENVIRONMENTAL & ENGINEERING SERVICE**

FOR

AS-NEEDED HAZARDOUS WASTE REMOVAL SERVICES

PARA	GRAP	H TITLE PA	GE	
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### STANDARD EXHIBITS

- A Statement of Work and Attachments
- B Department Facility Locations
- C-1 Removal of Hazardous Waste Form
- D-1 Sample Hazardous Waste Collection Totals
- E Department's Beach Driving and Vehicle Operation Policy No. 2918
- F County's Administration
- G Contractor's Administration
- H Safely Surrendered Baby Law

# Required at the Time of Contract Execution:

I Contractor Acknowledgement and Confidentiality Agreement

# CONTRACT BETWEEN COUNTY OF LOS ANGELES

#### AND

#### HUNTER CONSULTING INC., dba HCI ENVIRONMENTAL & ENGINEERING SERVICE

### FOR

#### AS-NEEDED HAZARDOUS WASTE REMOVAL SERVICES

This Contract and Exhibits made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between the County of Los Angeles, hereinafter referred to as County and <u>Hunter Consulting Inc., dba HCI Environmental & Engineering Service</u>, hereinafter referred to as Contractor, to provide as needed hazardous waste removal services.

### RECITALS

WHEREAS, the County may contract with private businesses for as needed hazardous waste removal services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing as needed hazardous waste removal services; and

WHEREAS, this Contract is therefore authorized pursuant to Section 44.7 of the Los Angeles Charter.

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

# 1 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H and I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

# Standard Exhibits:

- A Statement of Work and Attachments
- B Department Facility Locations
- C-1 Removal of Hazardous Waste Form
- D-1 Sample Hazardous Waste Collection Totals
- E Department's Beach Driving and Vehicle Operation Policy No. 2918
- F County's Administration
- G Contractor's Administration
- H Safely Surrendered Baby Law

# **Required at the Time of Contract Execution:**

I Contractor Acknowledgement and Confidentiality Agreement

# 2 DEFINITIONS

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

- **2.1 Board, Board of Supervisors:** The Board of Supervisors of Los Angeles County.
- **2.2 Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

- **2.3 Contract Administrator (CA):** Person with responsibility to oversee the day-to-day activities of this Contract as further defined in Section 6.2.
- **2.4 Contract Year:** The twelve-month period commencing on the effective date of the Contract and each succeeding twelve-month period over the remaining term of the Contract, including the optional years.
- **2.5 Contractor(s):** The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the County to perform or execute the work covered by the Statement of Work.
- **2.6 Contractor's Representative:** The person designated by the Contractor to represent the Contractor in matters related to performance of the Contract.
- **2.7 County:** The County of Los Angeles.
- **2.8 Day(s):** Calendar day(s) unless otherwise specified.
- **2.9 Department:** The Los Angeles County Department of Beaches and Harbors.
- **2.10 Director:** The Director of the Department of Beaches and Harbors.
- **2.11 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- **2.12 Statement of Work:** Explains in detail the Work to be performed pursuant to the contract.
- **2.13 Subcontractor:** A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or materials to the Contractor(s), at any tier, under oral or written agreement.

# 3 WORK

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

- **3.3** Upon telephone contact from the Department's Contract Administrator for requested services, Contractor will be required to respond within 24 hours of being contacted and be ready to perform the services at the date and time as instructed by the Contract Administrator. If the contacted Contractor does not respond within 24 hours, the County will contact another contractor to complete the work.
- **3.4** Should there be more than one Contract awarded for these services, the County does not guarantee any Contractor a minimum amount of work.

# 4 TERM OF CONTRACT

- **4.1** The term of this Contract will be three years, commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- **4.2** The County will have the sole option to extend this Contract term for up to three additional one-year periods, for a maximum total Contract term of six years. Each such option and extension will be exercised at the sole discretion of the Director or his/her designee as authorized by the Board of Supervisors.

The County maintains a database that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether a bidder is responsible for the purposes of a future County contract or extension option.

**4.3** The Contractor must notify the Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to the Department at the address herein provided in Exhibit F (County's Administration).

# 5 CONTRACT SUM

# 5.1 Total Contract Sum

Contractor will not be entitled to payment by the County under this Contract except upon completion of work requested by the County.

The net amount the County shall expend during the Contract term for as-needed hazardous waste removal services shall not exceed the Contract Sum of \$242,000, in aggregate, per Contract year, based on the Department's needs and availability of funds in the County budget. The County may at its discretion expend any portion, all or none of the stipulated amount.

Contractor(s) shall perform and complete all Services required of Contractor(s) under this Contract as set forth in Exhibit A, but in any event, not in excess of the Contract Sum.

# 5.2 Written Approval for Reimbursement

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

# 5.3 Increase of Contract Sum by Director

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

# 5.4 No Increase in Hourly Rate(s) of Compensation

Notwithstanding any increase in the Contractor's salary costs or other overhead, no increase in the rate(s) of compensation quoted in Exhibit 10-1 (Pricing Sheet) in Appendix B (Required Forms) will be given during the initial three (3) year term of the Contract.

# 5.5 Emergent/Unexpected Work

The Contractor will be compensated for emergent/unexpected work authorized in writing by the Director at the rate for such work as quoted on Contractor's submitted Exhibit 10 (Pricing Sheet) in Appendix B (Required Forms). Such work will be subject to Section 5.1. Any work requested outside of quarterly 90-day roundup, clarifier or septic system pump out services will be subject to this Section paid at the hourly rate per hour for emergent/unexpected services, as specified on Contractor's submitted Exhibit 10 (Pricing Sheet) in Appendix B (Required Forms).

## 5.6 Notification of 75% of Total Contract Sum

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

### 5.7 No Payment for Services Provided Following Expiration/ Termination of Contract

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

### 5.8 Invoices and Payments

- **5.8.1** The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract.
- **5.8.2** The Contractor's payments will be as provided in Exhibit 10 (Pricing Sheet) in Appendix B (Required Forms), and the Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.
- **5.8.3** The Contractor's invoices must contain the information set forth in Exhibit A (Statement of Work and Attachments) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- **5.8.4** The Contractor must submit the monthly invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service.

**5.8.5** All invoices under this Contract must be submitted in two (2) copies to the following address:

Los Angeles County Department of Beaches and Harbors Financial Services Section 4640 Admiralty Way, Suite 300 Marina del Rey, CA 90292

**5.8.6 County Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the Contract Administrator (CA) prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

## 5.8.7 Local Small Business Enterprises (LSBE) Prompt Payment Program

Certified LSBEs will receive prompt payment for services they provide to County Departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

# 5.9 Cost of Living Adjustments (COLAs)

The Contractor's rates will remain firm and fixed for the initial three (3) years of the Contract. For the options years, if requested by Contractor, the Contract amount may, at the sole discretion of Director, be annually increased based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the most recently published percentage change for the twelve (12) month period preceding the contract anniversary date. However, any increase must not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Further, before any COLA increase will take effect and become part of this Contract, it will require a written amendment to this Contract first, that has been formally approved and executed by the parties.

### 5.10 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

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

# 6 ADMINISTRATION OF CONTRACT – COUNTY

# 6.1 County Administration

A listing of all County Administration referenced in the following Paragraphs are designated in Exhibit F (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

# 6.2 County's Contract Administrator

Responsibilities of the Contract Administrator include:

- ensuring that the objectives of this Contract are met;
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements;

- meeting with the Contractor's Contract Representative on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

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

# 7 ADMINISTRATION OF CONTRACT - CONTRACTOR

# 7.1 Contractor Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit G (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

# 7.2 Contractor's Contract Representative

- **7.2.1** The Contractor's Contract Representative is designated in Exhibit G (Contractor's Administration). The Contractor must notify the County in writing of any change in the name or address of the Contractor's Contract Representative.
- **7.2.2** The Contractor's Contract Representative will be responsible for the Contractor's day-to-day activities as related to this Contract and must coordinate with County's Contract Representative on a regular basis.

# 7.3 Approval of Contractor's Staff

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

# 7.4 Contractor's Staff Identification

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

# 7.5 Background and Security Investigations

**7.5.1** Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, must

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

- **7.5.2** If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- **7.5.3** County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- **7.5.4** Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

# 7.6 Confidentiality

- **7.6.1** Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- **7.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to

any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- **7.6.3** Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- **7.6.4** Contractor must sign and adhere to the provisions of Exhibit I (Contractor Acknowledgement and Confidentiality Agreement).

# 8 STANDARD TERMS AND CONDITIONS

# 8.1 Amendments

- **8.1.1** For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment must be prepared and executed by the Contractor and by the Director and/or his designee.
- **8.1.2** The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the Director and/or his designee.

**8.1.3** The Director and/or his designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 – Term of Contract. The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by the Director and/or his designee.

### 8.2 Assignment and Delegation/Mergers or Acquisitions

- **8.2.1** The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- **8.2.2** The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- **8.2.3** Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

## 8.3 Authorization Warranty

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

## 8.4 Budget Reductions

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

### 8.5 Complaints

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

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

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

### 8.6 Compliance with Applicable Laws

- **8.6.1** In the performance of this Contract, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

# 8.7 Compliance with Civil Rights Laws

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

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

# 8.8 Compliance with County's Jury Service Program

# 8.8.1 Jury Service Program:

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

# 8.8.2 Written Employee Jury Service Policy.

Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the <u>Jury Service Program</u> (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the <u>Jury Service Program (Section 2.203.070 of the County Code)</u>, the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may

provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

- 2. For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$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 the 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 the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered fulltime for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor will also be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
- 3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to gualify for an exception to the Program.

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

## 8.9 Conflict of Interest

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

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

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

### 8.11 Consideration of Hiring Gain-Grow Participants

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

# 8.12 Contractor Responsibility and Debarment

# 8.12.1 Responsible Contractor

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

# 8.12.2 Chapter 2.202 of the County Code

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

### 8.12.3 Non-responsible Contractor

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

# 8.12.4 Contractor Hearing Board

- 1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- The Contractor Hearing Board will conduct a hearing 2. where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative decision. proposed which will contain а recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 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 the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- 4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 6. The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

# 8.12.5 Subcontractors of Contractor

These terms will also apply to Subcontractors of County Contractors.

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

The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit H, in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at:

https://lacounty.gov/residents/family-services/child-safety/safesurrender/

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

- **8.14.1** The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through 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.
- **8.14.2** As required by the <u>County's Child Support Compliance</u> <u>Program (County Code Chapter 2.200)</u> and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

# 8.15 County's Quality Assurance Plan

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

# 8.16 Damage to County Facilities, Buildings or Grounds

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

# 8.17 Employment Eligibility Verification

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

#### 8.18 Counterparts and Electronic Signatures and Representations

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

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

#### 8.19 Fair Labor Standards

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

# 8.20 Force Majeure

- **8.20.1** Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").
- **8.20.2** Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the

goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

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

#### 8.21 Governing Law, Jurisdiction, and Venue

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

# 8.22 Independent Contractor Status

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

Contract.

**8.22.4** The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

# 8.23 Indemnification

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

# 8.24 General Provisions for All Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

# 8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this

Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

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

Certificates and copies of any required endorsements must be sent to:

Los Angeles County Department of Beaches and Harbors 4640 Admiralty Way, Suite 300 Marina del Rey, CA 90292 <u>Contracts@bh.lacounty.gov</u>

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

# 8.24.2 Additional Insured Status and Scope of Coverage

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

#### 8.24.3 Cancellation of or Change in Insurance

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

#### 8.24.4 Failure to Maintain Insurance

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

#### 8.24.5 Insurer Financial Ratings

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

#### 8.24.6 Contractor's Insurance Must Be Primary

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

#### 8.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### 8.24.8 Subcontractor Insurance Coverage Requirements

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

# 8.24.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

# 8.24.10 Claims Made Coverage

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

# 8.24.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

# 8.24.12 Separation of Insureds

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

# 8.24.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents must be designated as an Additional Covered Party under any approved program.

# 8.24.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

# 8.25 Insurance Coverage

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

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

- 8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- 8.25.3 Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for nonpayment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

# 8.25.4 Environmental Impairment Liability

Insurance which insures liability for environmental impairment including clean-up costs, and endorsed for "Sudden and Accidental" contamination or pollution unless such coverage is endorsed on the General Liability Policy. Such coverage shall be in the amount of not less than \$4 million per occurrence, and in the aggregate.

**8.25.5** Insurance shall cover liability arising from the release, discharge, escape, dispersal or emission of pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up,

testing, monitoring and treatment of pollutants in compliance with governmental mandate or requests. Motor vehicle pollution liability will be required under the Automobile Liability Insurance indicated above for removal of pollutants from work site. Contractor shall maintain limits of not less than \$1 million per occurrence and \$2 million aggregate.

#### 8.26 Liquidated Damages

- **8.26.1** If, in the judgment of the Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.
- **8.26.2** If the Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Contract Administrator, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or his/her designee, may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

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

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

# 8.27 Most Favored Public Entity

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

# 8.28 Nondiscrimination and Affirmative Action

- **8.28.1** The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and 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 anti-discrimination laws and regulations.
- **8.28.2** Contractor certifies to the County each of the following:
  - 1. That contractor has a written policy statement prohibiting discrimination in all phases of employment.
  - 2. That contractor periodically conducts a self-analysis or utilization analysis of its work force.

- 3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- **8.28.3** The 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 anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- **8.28.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- **8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies 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.
- **8.28.6** The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- **8.28.7** If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of

this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

**8.28.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

#### 8.29 Non-Exclusivity

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

#### 8.30 Notice of Delays

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

#### 8.31 Notice of Disputes

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

#### 8.32 Notice to Employees Regarding the Federal Earned Income Credit

The 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 <u>Internal Revenue Service Notice No. 1015</u>.

# 8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor must notify and provide to its employees and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit H (Safely Surrendered Baby Law) of this Contract. Additional information is available at:

https://lacounty.gov/residents/family-services/child-safety/safesurrender/

#### 8.34 Notices

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

# 8.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

# 8.36 Public Records Act

**8.36.1** Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the

County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the <u>California Government Code</u> Section 7920.000 et seq. (Public Records Act) <u>California Government Code Section 7920.000 et seq. (Public Records Act)</u> California <u>Government Code Section 7920.000 et seq. (Public Records Act)</u> and which are marked "trade secret", "confidential", or "proprietary". The 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.

**8.36.2** In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

# 8.37 Publicity

- **8.37.1** The Contractor 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 the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:
  - The Contractor shall develop all publicity material in a professional manner; and
  - During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Contract Administrator. The County shall not unreasonably withhold written consent.
- **8.37.2** The Contractor may, without the prior written consent of County, indicate in its bids and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.

#### 8.38 Record Retention and Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, 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 the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material 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 material at such other location.

- **8.38.1** In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- **8.38.2** Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- **8.38.3** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by

the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

# 8.39 Recycled Bond Paper

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

# 8.40 Subcontracting

- **8.40.1** The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- **8.40.2** If the Contractor desires to subcontract, the Contractor 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.
- **8.40.3** The Contractor 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 Contractor employees.
- **8.40.4** The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's

proposed subcontract.

- **8.40.5** The County's consent to subcontract 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 Contractor is responsible to notify its Subcontractors of this County right.
- **8.40.6** The Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- **8.40.7** The 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 the County's consent to subcontract.
- **8.40.8** The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Los Angeles County Department of Beaches and Harbors 4640 Admiralty Way, Suite 300 Marina del Rey, CA 90292 <u>Contracts@bh.lacounty.gov</u>

before any Subcontractor employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), 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 Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default and

pursue debarment of the Contractor), pursuant to <u>County Code</u> <u>Chapter 2.202</u>.

# 8.42 Termination for Convenience

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

# 8.43 Termination for Default

- **8.43.1** The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the Department's Director:
  - Contractor has materially breached this Contract; or
  - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
  - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after

receipt of written notice from the County specifying such failure.

- **8.43.2** In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.
- 8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor 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 the Contractor to meet the required performance schedule. As used in this Paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.
- **8.43.4** If, after the County has given notice of termination under the provisions of this Paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.43, or that the default was excusable under the provisions of Paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

**8.43.5** The rights and remedies of the County provided in this Paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

# 8.44 Termination for Improper Consideration

- **8.44.1** The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor.
- **8.44.2** The Contractor shall immediately report any attempt by a County officer or employee 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.
- **8.44.3** Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

# 8.45 Termination for Insolvency

- **8.45.1** The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
  - Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
  - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.
- **8.45.2** The rights and remedies of the County provided in this Paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

# 8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

# 8.47 Termination for Non-Appropriation of Funds

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

# 8.48 Validity

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

# 8.49 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 Paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### 8.50 Warranty Against Continent Fees

- **8.50.1** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- **8.50.2** For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.206.

#### 8.53 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 10 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.

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

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

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County 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.

#### 8.55 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in <u>California Government Code</u> <u>Section 12952</u>. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

#### 8.56 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) (<u>https://ceop.lacounty.gov/</u>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

# 8.57 Prohibition from Participation in Future Solicitation(s)

A Bidder, or a Contractor or its subsidiary or Subcontractor ("Bidder/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Bidder/Contractor has provided advice or consultation for the solicitation. A Bidder/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Bidder/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/Bidder from participation in the County solicitation or the termination or cancellation of any resultant County contract.

# 8.58 Injury and Illness Prevention Program

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

# 9.0 UNIQUE TERMS AND CONDITIONS

# 9.1 Local Small Business Enterprise (LSBE) Preference Program

- **9.1.1** This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in <u>Chapter 2.204 of the Los Angeles County Code</u>.
- **9.1.2** The 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 LSBE.
- **9.1.3** The 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 LSBE.

- **9.1.4** If the Contractor has obtained certification as a LSBE 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:
  - 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;
  - In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
  - 3. Be subject to the provisions of <u>Chapter 2.202 of the Los</u> <u>Angeles County Code</u> (Determinations of Contractor Non-responsibility and Contractor Debarment).

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.

# 9.2 Social Enterprise (SE) Preference Program

- **9.2.1** This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in <u>Chapter 2.205 of the Los Angeles County Code</u>.
- **9.2.2** 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.
- **9.2.3** 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.
- **9.2.4** 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;
- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
- 3. Be subject to the provisions of <u>Chapter 2.202 of the Los</u> <u>Angeles County Code</u> (Determinations of Contractor Non-responsibility 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.

#### 9.3 Disabled Veteran Business Enterprise (DVBE) Preference Program

- **9.3.1** This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in <u>Chapter 2.211 of the Los Angeles County Code</u>.
- **9.3.2** 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.
- **9.3.3** 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.
- **9.3.4** 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, 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;
- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
- Be subject to the provisions of <u>Chapter 2.202 of the Los</u> <u>Angeles County Code</u> (Determinations of Contractor Non-responsibility and Contractor Debarment).

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.

#### 10. Survival

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

Paragraph 1 (Applicable Documents)

Paragraph 2 (Définitions)

Paragraph 3 (Work)

Paragraph 5.4 (No Payment for Services Provided Following

Expiration/Termination of Agreement)

Paragraph 7.6 (Confidentiality)

Paragraph 8.1 (Amendments)

Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Paragraph 8.6.2

Paragraph 8.19 (Fair Labor Standards)

Paragraph 8.20 (Force Majeure)

Paragraph 8.21 (Governing Law, Jurisdiction, and Venue)

Paragraph 8.23 (Indemnification)

Paragraph 8.24 (General Provisions for all Insurance Coverage)

Paragraph 8.25 (Insurance Coverage)

Paragraph 8.26 (Liquidated Damages)

Paragraph 8.34 (Notices)

Paragraph 8.38 (Record Retention and Inspection/Audit Settlement)

Paragraph 8.42 (Termination for Convenience)

Paragraph 8.43 (Termination for Default)

Paragraph 8.48 (Validity)

Paragraph 8.49 (Wavier)

Paragraph 8.58 (Prohibition from Participation in Future Solicitation(s))

Paragraph 10 (Survival)

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

> CONTRACTOR: Hunter Consulting Inc., dba HCI Environmental & Engineering Service

Signed:

Printed:

Title: \_\_\_\_\_

COUNTY OF LOS ANGELES

Ву\_\_\_\_

Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA Executive Officer of the Board of Supervisors

Ву\_\_\_\_\_

APPROVED AS TO FORM:

DAWYN R. HARRISON County Counsel

By

Deputy County Counsel

# **EXHIBIT A**

# STATEMENT OF WORK AND ATTACHMENTS

#### LOS ANGELES COUNTY OF BEACHES AND HARBORS STATEMENT OF WORK AS-NEEDED HAZARDOUS WASTE REMOVAL SERVICES

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#### LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS STATEMENT OF WORK AS-NEEDED HAZARDOUS WASTE REMOVAL SERVICES

#### 1 GENERAL REQUIREMENTS

#### 1.1 Scope of Work

The selected Contractor shall be capable of providing the services as listed in this Statement of Work (SOW).

#### 1.2 Property Damage

County property damaged by the Contractor's employees shall be repaired or replaced by the Contractor at the Contractor's expense with like workmanship and materials. Such repair or replacement shall be subject to approval by the Contract Administrator.

#### 1.3 No Vehicle Access on Bike Paths or Pedestrian Sidewalks

Motor vehicles used in the performance of the Contract work shall not be driven on bike paths or pedestrian sidewalks.

#### 1.4 Green Initiatives

- **1.4.1** Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- **1.4.2** Contractor shall notify County's Contract Administrator of Contractor's new green initiatives prior to the contract commencement.

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

- 2.1 The Department reserves the right to add/delete specific tasks, facilities and/or work hours throughout the term of this Contract; to schedule servicing of added facilities and otherwise amend and modify the Statement of Work in accordance with the County's needs.
- **2.2** The Department may, from time to time, close or cease operating certain facilities or portions of such facilities or may reduce the number of days on which services are performed. Such events shall not be deemed breaches of this Contract or of any of the covenants of this Contract and shall not relieve the Contractor of its duty as to the remaining facilities and services.
- **2.3** The Contractor will be given reasonable written notice by the Contract Administrator that a facility is to be added or deleted or that the scope of services is being modified and of the effective date of such changes.
- **2.4** All changes must be made in accordance with Appendix A, (Sample Contract), Section 8.1, Amendments.

#### 3 CONTRACTOR'S QUALITY CONTROL PLAN

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Administrator for review. The plan shall include, but may not be limited to the following:

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

#### 4 QUALITY ASSURANCE PLAN

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

#### 4.1 General Requirements

The following requirements shall be observed:

- Contractor shall meet deadlines set by the Contract Administrator;
- Contractor shall timely complete reports required by the Contract;
- Contractor shall accurately report hourly services; and
- Contractor shall promptly return calls of County agents and employees.

#### 4.2 Contract Discrepancy Report (Attachment I of this Exhibit A)

Verbal notification of a Contract discrepancy will be made to the Contract Representative as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the Department and the Contractor.

The Contract Administrator will determine whether a formal Contract Discrepancy Report (CDR) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Contract Administrator within three workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Contract Administrator within five workdays.

- **4.3** The Contract Administrator may issue a Contract Discrepancy Report to the Contractor in any incident of failure to comply with the performance standards or other unacceptable performance. In the case of continuing deficiencies, the Contract Administrator may issue a separate Contract Discrepancy Report each day the deficiency continues.
- **4.4** The Director may excuse the incident, assess and collect liquidated damages in the manner and amounts described in the Performance Requirements

Summary, or proceed with Contract termination as provided in Appendix A, (Sample Contract), Section 8.43, Termination for Default.

#### 4.5 Performance Requirements Summary (Attachment 2 of this Exhibit A)

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

#### 4.5.1 Acknowledgement and Acceptance of Standards and Sums

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

#### 4.6 County Observations

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

#### 5 **RESPONSIBILITIES**

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

#### <u>COUNTY</u>

#### 5.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6, Administration of Contract - County. Specific duties will include:

- **5.1.1** Monitoring the Contractor's performance in the daily operation of this Contract.
- **5.1.2** Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- **5.1.3** Preparing Amendments in accordance with Appendix A, (Sample Contract), Section 8.1, Amendments.

#### 5.2 County Contract Administrator

**5.2.1** The Operational Services Division Chief, or his authorized designee, shall be the Contract Administrator (CA) who shall have the authority to

act for the County in the administration of the Contract except where action of the Director is expressly required by the Contract.

- **5.2.2** The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.
- **5.2.3** The Contractor's work shall be subject to the CA's acceptance and approval, which shall not be unreasonably withheld.
- **5.2.4** The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

#### **CONTRACTOR**

#### 5.3 Contractor's Representative

- **5.3.1** The Contractor shall designate a full-time employee as Contractor's Representative who shall be responsible for Contractor's day-to-day activities related to each inspection and shall be available to the County CA or the County's attorney on reasonable telephone notice each business day and at other times as required by the work. The Contractor may designate himself or herself as the Contractor's Representative.
- **5.3.2** The Contractor's Representative (CR) shall have full authority to act for the Contractor on all matters relating to the performance of the Contract work.

#### 5.4 Supervisor

The Contractor shall provide a supervisor to assure satisfactory performance of the Contract work by the employees who are assigned to perform the work. The Contractor's Representative may act as the supervisor. The supervisor shall be authorized to act for Contractor in every detail and must understand, speak and write English.

#### 5.5 Contractor's Office

The Contractor shall maintain a local address within the County at which the Contractor's Representative may be contacted personally by email, mail and telephone five days a week during normal business hours. Contractor's office must have at least one employee available who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract work.

#### 5.6 Changes of Key Personnel

The Contractor shall obtain the approval of the CA before replacing the Contractor's Representative or the supervisor. Such approval shall not be unreasonably withheld.

#### 5.7 Contractor's Personnel

- **5.7.1** Contractor's employees shall conduct themselves in a reasonable manner at all times; shall not cause disturbance in any County facility; and otherwise, are subject to all rules and regulations of the facility.
- **5.7.2** All personnel assigned by the Contractor to perform Contract work shall at all times be employees of the Contractor and the Contractor shall have the sole right to hire, suspend, discipline, or discharge employees. However, at the request of the Director, the Contractor shall immediately exclude any member of the Contractor's staff from working on this Contract. The County reserves the right to bar any of the Contractor's staff from performing on this Contract.
- **5.7.3** The Contractor shall provide the County with a current list of employees, including but not limited to management, and shall keep this list updated during the Contract term.

#### 5.8 Communication with Department

The Contractor shall return calls, texts or emails from the Department during business hours and no later than the next business day or a soon a reasonably possible if the matter is designated as urgent. The Contractor shall ensure County can access Contractor when Contractor's office is closed, by maintaining an answering service, and/or equipping the CR with a cellular phone to receive calls regarding the Contractor's performance of the Contract work. Contractor shall answer calls received within two hours of receipt of the Department's call.

#### 5.9 Reporting Injury, Theft, Damage or Vandalism

The Contractor's Representative shall notify the CA any injury, theft, damage or vandalism to the facilities within 24 hours of its discovery by the Contractor's staff. The report shall be in writing and on a form that is acceptable to the CA.

#### 5.10 Reporting Emergency Repairs

The Contractor's Representative shall immediately notify the CA of any condition of the facilities requiring emergency repairs. After hours' notification shall be made to:

#### Edward Martinez, District Manager

Office - (310) 454-4249

Cellular - (310) 420-7378

#### Email: <u>EMartinez@bh.lacounty.gov</u>

#### 5.11 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

#### 5.12 Licenses and Credentials

Contractor must keep current and renew all licenses and credentials specified below during the Contract term. Failure to maintain current licenses will result in assessment of liquidated damages in accordance with the Performance Requirements Summary. Contractor shall provide copies of all licenses and credentials to the Department upon request.

- A valid Hazardous Materials Transportation License issued by the California Highway Patrol (CVC §32000.5);
- A valid Hazardous Materials Certification of Registration issued by the Department of Transportation;
- California Contractors State License Board license with hazmat designation;
- California Department of Toxic Substances Control Hazardous Waste Transporter Registration; and
- County of Los Angeles Department of Public Health Solid Waste Management Program Waste Collector Permit.

#### 5.13 Safety and Training

#### **Observance of Applicable Rules and Requirements**

- 5.13.1 Contractor and its employees shall be expected to observe all applicable California Occupational Safety and Health Agency (Cal-OSHA) Hazardous Waste Operations and Emergency Response, California Code of Regulations and the Department's safety requirements while at the Department's facilities.
- **5.13.2** Hard hats shall be worn by Contractor and its employees at all times. Suitable clothing, gloves and shoes that meet Cal-OSHA and California Code of Regulations requirements are mandatory.
- **5.13.3** Contractor shall ensure that its employees are trained and equipped with all the required safety equipment needed to perform the contract work.
- **5.13.4** Contractor shall ensure its employees are trained and equipped with all of the required safety equipment needed to work in a confined space (storm drain) area.
- **5.13.5** Contractor shall dispose of materials removed in a manner that complies with all Federal, State, County, and city laws and/or ordinances.
- **5.13.6** Contractor's work shall be done in the most efficient and environmentally safe manner possible. The Contractor shall consider the type and amount of waste material to be picked up, the relative location of the facilities and the <u>most economical method of disposal.</u>
- **5.13.7** For any hazardous materials or materials generated from environmental investigations or remediation, laboratory testing shall be performed by a qualified California state-licensed laboratory if it is mutually agreeable by both parties.

#### 5.14 Other Duties

The Contractor shall perform other duties within the scope of the Contract as required by the Director or his authorized designee.

#### 6 SCOPE OF SERVICES

#### 6.1 Work Requirements

**6.1.1** When work is requested, the requested work must be completed between 6 a.m. to 1:30 p.m., Monday through Friday, except County holidays at which time the service shall be done before or after such holiday.

There may be isolated instances when the Contractor may be required to work after normal working hours or on weekends. Work hours may be altered, when necessary, with the approval of the CA.

If more than one contractor is selected for these services, generally, the CA will contact the lowest cost Contractor first with requests for work; should the lowest cost Contractor fail to respond to a request for work, the next lowest cost Contractor will be selected to perform the services. The Department, in its sole discretion, may contact the first available Contractor able to respond to a request for work based on the needs of the Department. The Department does not guarantee any Contractor a minimum amount of work.

Emergent/unexpected work is excluded from the stated workdays and hours in this Section 6.1.1.

- **6.1.2** Upon Contract award, Contractor shall provide the Department with a list of all of the disposal and/or recycling sites to be used during the term of the Contract. Modifications to the list of disposal sites shall be first approved by the CA prior to the transportation of materials.
- **6.1.3** Other than prohibitions or limits imposed by Federal, State, County, or City requirements, there shall be no exclusions as to the types or quantities of hazardous materials that the Contractor may be required to pick-up and dispose.
- **6.1.4** Contractor shall provide advice, assistance and information regarding state agencies and their procedures for hazardous waste removal services when requested by the CA.
- **6.1.5** Contractor at no time shall drive on the sand and/or any County-operated beaches in accordance with Exhibit E (Department's Beach Driving and Vehicle Operation Policy No. 2918).
- **6.1.6** Contractor shall make all arrangements for profiling, loading, transporting and recycling materials, including laboratory material tests.

- **6.1.7** Contractor shall only use fully licensed and permitted recycling or disposal facilities in the performance of these Contract services.
- **6.1.8** All collected materials shall be disposed of in a manner that complies with all Federal, State, County and City laws and/or ordinances.

#### 6.2 Request for Work

- **6.2.1** Upon telephone contact from the Department's Contract Administrator for requested services, Contractor will be required to acknowledge and respond within 24 hours of being contacted and be ready to perform the services at the date and time as instructed by the Contract Administrator. If the contacted Contractor does not respond within 24 hours, the County will contact another contractor to complete the work.
- **6.2.2** No work shall be performed without prior authorization from the CA.

#### 7 SCOPE OF WORK

#### 7.1 90-Day Roundup of Waste Materials

## The 90-Day Roundup of hazardous waste materials at County sites shall occur at least every 90 days or as needed, when requested by the CA.

- **7.1.1 Collection.** Contractor shall receive a list of all hazardous materials similar to Exhibit D-1 (Sample Hazardous Waste Collection Totals) to collect at all Department service yards listed in Exhibit B (Department Facility Locations). The collected materials shall be disposed of in a manner that complies with all Federal, State, County and City laws and/or ordinances.
- **7.1.2 Disposal.** Contractor shall dispose of containers as well as waste materials. In the event that a drum/barrel is removed instead of vacuumed, contractor will replace with like drum/barrel. Contractor may also be requested to provide additional barrels.
- **7.1.3 Removal.** Contractor shall perform as-needed removal of petroleum hydrocarbon, semi-volatile and volatile organic compound, pesticide/herbicide, perchlorate, or metal-impacted soils and water that may be generated via environmental investigations and remediation performed by the Department. Removal will usually involve the loading and transporting of drummed soil and water, or the vacuuming of drummed water. Drums removed by the Contractor are to be recycled.
- **7.1.4 Debris.** Contractor shall remove and dispose of all debris derived from the hazardous and/or non-hazardous material removal services specified in the Work Order from County property at its own expense.
- **7.1.5 Disposal and Recycling.** Contractor shall dispose or recycle the containers in which the hazardous wastes were stored.

- **7.1.6** When required, Contractor is expected to load, remove and transport waste that may contain liquids. Roll-off bins or banker tanks should be used to ensure proper storage and removal.
- **7.1.7** For any hazardous materials or materials generated from environmental investigations or remediation, Contractor's field chemist/environmental assessor shall test, categorize, label and package any and all unknown substances in the most economically and efficient manner possible as advised by the CA, and if mutually agreeable to both parties, laboratory testing shall be performed by a qualified California State licensed laboratory.
- **7.1.8 Spillage.** If spillage occurs during removal or while the waste is in the possession of Contractor, Contractor shall perform any necessary cleaning of the Department's facilities and/or project job sites to restore them to a condition acceptable to the Department's CA at the Contractor's expense.

#### 7.2 Cleaning/Pump Out of Clarifier Tanks

#### On an as-needed basis, Contractor will be required to perform cleaning and pump out of hazardous and non-hazardous wastes at Department facilities.

- **7.2.1 Collection and Disposal.** Contractor shall collect and dispose of accumulated sand and debris in clarifier tanks at Department facilities as specified. The collected materials shall be disposed of in a manner that complies with all Federal, State, County and City laws and/or ordinances.
- **7.2.2** Contractor shall perform as-needed removal of sand/soils that may be contaminated with petroleum hydrocarbons, semi-volatile and volatile organic compounds, pesticides/herbicides, perchlorates, or other contaminants and water that are accumulated in the clarifier tanks at Department facilities due to vehicle/equipment cleaning. Removal will usually involve the vacuuming of accumulated sand and debris from clarifier tanks.
- **7.2.3** Contractor shall remove and dispose of all debris derived from the hazardous and/or non-hazardous material removal services specified in the Work Order from County property at its own expense.
- **7.2.4** Contractor shall recycle all materials unless unique disposal situations preclude recycling.
- **7.2.5** When required, Contractor shall be able to remove and dispose of hazardous waste materials stored in baker tanks or roll-off bins.
- **7.2.6** For any hazardous materials or materials generated from environmental investigations or remediation, Contractor's field chemist/environmental assessor shall test, categorize, label and package any and all unknown substances in the most economically and efficient manner possible as advised by the CA, and if mutually agreeable to both parties, laboratory

testing shall be performed by a qualified California State licensed laboratory.

- **7.2.7 Spillage.** If spillage occurs during removal or while the waste is in the possession of Contractor, Contractor shall perform any necessary cleaning of the Department's facilities and/or project job site to restore them to a condition acceptable to the Department's CA at the Contractor's expense.
- **7.2.8** Contractor shall have in their possession the proper tools and/or equipment needed to open metal grates to access the clarifiers and/or sand traps. These grates may be corroded due to the marine environment and difficult to pry open.

#### 7.3 Septic System Pump Out

On an as-needed basis, Contractor will be required to pump out and dispose of waste from septic systems at Department facilities.

- **7.3.1** Contractor shall pump out septic tanks at Department facilities as specified. The collected materials shall be disposed of in a manner that complies with all Federal, State, County and City laws and/or ordinances.
- **7.3.2** Removal of waste will usually involve the opening of the septic systems, which may include multiple chambers for each site (e.g., septic, recirculating, and sand tanks), vacuuming of contents and loading into proper containment for transportation to authorized waste treatment facilities. Removal will likely require use of a pressure washer or similar device to break up solids to allow for complete removal of waste. Contractor may need to vacuum the same site multiple times, or use multiple waste trucks, to adequately remove all waste.
- **7.3.3** Contractor shall remove and dispose of all waste specified in the Work Order from County property at its own expense.
- **7.3.4** If spillage occurs during removal or while the waste is in the possession of Contractor, Contractor shall perform any necessary cleaning of the Department's facilities and/or project job sites to restore them to a condition acceptable to the Department's CA at the Contractor's expense.
- **7.3.5** Contractor shall coordinate with CA to arrange for access to the specified locations and perform pump-outs during mid-week minimize interference with beach-going public.
- **7.3.6** Contractor may be required to coordinate with the Department's septic system maintenance Contractor to ensure the correct portions of the septic systems are pumped out. If Department personnel reviews the work performed and finds certain sites have not been adequately emptied, contractor will be required to return, at no additional cost to the County, and complete the pump outs before any invoices are paid.

# **7.3.7** Septic tanks and their locations that may require pump outs are noted in the table below:

	Facility Name	Address	Tanks to be Pumped
1	Dan Blocker Restroom	26200 Pacific Coast Highway Malibu, CA 90265	Pump septic: 5,670 gallons
2	Point Dume Restroom #1	6900 Westward Beach Rd, Malibu, CA 90265	Pump septic: 3,000 gallons
3	Point Dume Restroom #2	7100 Pacific Coast Highway, Malibu, CA 90265	Pump septic: 3,000 gallons
4	Point Dume Restroom #3	7180 Westward Beach Rd Malibu, CA 90265	Pump septic: 3,000 gallons
5	Malibu Surfrider Restroom	23060 Pacific Coast Highway, Malibu, CA 90265	Pump septic: 12,000 gallons
6	Zuma Beach Restroom #1	6799 Westward Beach Road, Malibu, CA 90265	Pump septic: 15,000 gallons
7	Topanga Beach Restroom	18720 Pacific Coast Highway, Malibu, CA 90265	Pump septic: 8,000 gallons
8	Zuma Beach Restroom #2	29600 Pacific Coast Highway, Malibu, CA 90265	Pump septic: 15,000 gallons
9	Zuma Beach Restroom #3	29750 Pacific Coast Highway, Malibu, CA 90265	Pump septic: 15,000 gallons
10	Zuma Beach Restroom #4	29850 Pacific Coast Highway, Malibu, CA 90265	Pump septic: 15,000 gallons
11	Zuma Beach Restroom #5	30056 Pacific Coast Highway, Malibu, CA 90265	Pump septic: 15,000 gallons
12	Zuma Beach Lifeguard HQ	30050 Pacific Coast Highway, Malibu, CA 90265	Pump septic: 6,840 gallons
13	Zuma Beach Restroom #6	30066 Pacific Coast Highway, Malibu, CA 90265	Pump septic: 15,000 gallons
14	Zuma Maintenance Yard	30100 Pacific Coast Highway, Malibu, CA 90265	Pump septic: 5,000 gallons
15	Zuma Beach Restroom #7	30180 Pacific Coast Highway, Malibu, CA 90265	Pump septic: 15,000 gallons
16	Zuma Beach Restroom #8	30300 Pacific Coast Highway, Malibu, CA 90265	Pump septic: 10,000 gallons
17	Zuma Beach Restroom #9	30490 Pacific Coast Highway, Malibu, CA 90265	Pump septic: 10,000 gallons
18	Royal Palms Restroom	1799 W Paseo del Mar, San Pedro, CA 90732	Pump septic: 2,000 gallons
L	1		1

#### 8 EMERGENT/UNEXPECTED WORK

The CA or his designee may authorize the Contractor to perform emergent/unexpected work (work outside of 90-day roundup of waste materials, cleaning/pump out of clarifier tanks or septic system pump out) when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, thirdparty negligence or when there is a threat to the health and safety of the public. Emergent/unexpected work shall not commence without written authorization from the CA.

#### 8.1.1 Emergencies

The CA may determine that an emergency or unforeseen incident jeopardizing health, safety or property requires special hazardous waste removal services. In the event of an emergency, County has the sole discretion to contact the first available Contractor able to respond to the emergency. When contacted, the Contractor shall acknowledge and respond to the CA within two hours of being contacted.

#### 9 TYPES OF HAZARDOUS WASTE

The following is a non-exhaustive list of hazardous wastes ranging from the most to least common type generated by the Department:

- 1. Fuels/Lubricants
  - a. Motor Oil
  - b. Used Fuel Filters
  - c. Used Oil Rags
  - d. Gasoline or Gasoline and Water
  - e. Diesel and Emulsion
  - f. Diesel or Diesel and Water
  - g. Electrical Insulating Oil
- 2. Paints
  - a. Water based Paint
  - b. Oil based Paint
- 3. Pesticides
  - a. Herbicides
  - b. Insecticides
- 4. Thinners
  - a. Paint Thinner
  - b. Lacquer Thinner
- 5. Cleaning solvents for engine degreasing
- 6. Contaminated containers and solids
- 7. Brake Fluid
- 8. Antifreeze/Coolant
- 9. Acid
- 10. Miscellaneous size waste batteries
- 11. Fluorescent Tubes

- 12. Asbestos Waste Products
  - a. Asbestos and Water (Vehicle Brake Washings)
  - b. Asbestos Pipe Scrap
  - c. Pipe and Roof Shingles
  - d. Tile
  - e. Insulation
- 13. Asphalt Products
  - a. Asphalt Cement
  - b. Emulsion
  - c. Road oil
- 14. Cathode Ray Tubes (CRT's)
- 15. Thermometers containing Mercury

## 10 TYPES OF NON-HAZARDOUS/HAZARDOUS WATER AND SOIL CONTAMINATION

The following is a list of contaminants that most likely will be picked up from the Department's facilities or projects:

- 1. Gasoline, diesel, and other petroleum hydrocarbons.
- 2. Volatile and semi-volatile organic compounds including benzene, toluene, ethyl benzene, xylenes, methyl tertiary butyl ether, trichloroethylene, and tetrachloroethylene.
- 3. Metals including antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, fluoride, lead, mercury, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc.
- 4. Pesticides, herbicides, perchlorate, and polychlorinated biphenyls (PCBs).
- 5. Sewage.
- 6. Sand.
- 7. Toner cartridges.

#### 11 FACILITIES, EQUIPMENT AND PARTS FURNISHED BY COUNTY

#### 11.1 Storage

During the term of the Contract or any extension period, the County will not provide storage facilities for the Contractor's equipment or supplies.

#### 11.2 Keys and Gate Cards

The County will provide the Contractor with all keys, gate cards, and parking passes that are required to gain access to the facilities. The CR shall report any lost or stolen key or gate cards to the CA within 24 hours of discovery of its loss. The Contractor shall reimburse the County for the cost of either re-keying or duplicating lost keys or cards as determined by the Director. All key and gate cards shall be returned to the CA upon Contract termination.

The Contractor shall not duplicate any key or gate card without the CA's prior written consent. Duplication of any key or gate card without this consent is a misdemeanor (Section 469 of the California Penal Code), in addition to being a breach of the Contract.

The Contractor shall not give keys to any County facility to a Subcontractor. Contractor shall assign someone to open and close entrance doors and stay with Subcontractors until the specific job is completed.

#### **11.3 Entrance to Beach Maintenance Yard**

Contractor will need to be escorted in and out of the Beach Maintenance Yard in Redondo Beach and at Knob Hill by County staff.

#### 12 LOGS AND REPORTS

- **12.1** Contractor shall submit with its invoice an itemized account of all hazardous waste collected and hourly labor and equipment rates on Exhibit C-1 (Removal of Hazardous Waste Form) in accordance with rates provided on Exhibit 10-1 (Pricing Sheet).
  - Type of hazardous waste collected;
  - Number, type, quantity and unit of containers used;
  - Indicate whether the container was removed or pumped from the site; and
  - Hourly labor and equipment rates for service requested.
- **12.2** Contractor shall provide to the CA copies of the Hazardous Waste Site Specified Manifest required to transport, store, transfer, and/or dispose of hazardous waste materials as required.
- **12.3** Contractor shall provide the CA with copies of all relevant paperwork such as non-hazardous manifest forms, Work Orders, facility weigh master certificates, and facility acceptance certificates, etc., when requested.

#### CONTRACT DISCREPANCY REPORT

TO:
DATE ISSUED:
DATE DUE:
CONTRACT SERVICE:
CONTRACT NUMBER:
DISCREPANCY PROBLEMS:
CONTRACTOR RESPONSE:
CONTRACTOR ACKNOWLEDGEMENT:
Signature of Contractor Representative: Date:
Signature of County Contract Administrator/Monitor: Date:
For County Use Only
COUNTY EVALUATION OF CONTRACTOR RESPONSE:
Satisfactory: Yes 🗌 No 🗌 Follow-Up Needed: Yes 🗌 No 🗌 Action Completed: Yes 🗌 No 🗌
COUNTY ACTIONS:
Signature of County Contract Administrator/Monitor Date

### PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	LIQUIDATED DAMAGES
CONTRACT: SUB-SECTION 5.8 – INVOICES & PAYMENTS	Contractor shall submit invoices by the 15 <sup>th</sup> of each month.	Review of Invoices	\$100 per occurrence
CONTRACT: SUB-SECTION 8.8. – COMPLIANCE W/COUNTY'S JURY SERVICE PROGRAM	Contractor shall have and adhere to a written policy meeting the County's Jury Service Program requirements.	Review of Records	\$50 per occurrence
CONTRACT: SUB-SECTION 8.24 – INSURANCE COVERAGE REQUIREMENTS	Contractor shall maintain required liability amounts and coverages.	Review of Insurance Certificates	\$100 per occurrence
CONTRACT: SUB-SECTION 8.28 – NONDISCRIMINATION AND AFFIRMATIVE ACTION	Contractor shall certify to, and comply with Form P-6, Contractor's EEO Certification.	Inspection of Files	\$50 per occurrence
CONTRACT: SUB-SECTION 8.38 – RECORD RETENTION & INSPECTION/AUDIT SETTLEMENT	Contractor shall maintain all required records as specified.	Inspection of Files	\$150 per occurrence
CONTRACT: SUB-SECTION 8.40 – SUBCONTRACTING	Contractor shall obtain County's written approval prior to subcontracting any work.	Observation	\$500 per occurrence
STATEMENT OF WORK: SECTION 4 – QUALITY ASSURANCE PLAN	Contractor shall respond to Contract Discrepancy Report within three working days.	Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-SECTION 5.3.1 – RESPONSIBILITIES - CONTRACTOR	Contractor shall designate a full-time employee as Contractor's Representative.	Observation & Documentation	\$100 per occurrence
STATEMENT OF WORK: SUB-SECTION 5.4 – RESPONSIBILITIES - CONTRACTOR	Contractor shall provide an authorized supervisor for the performance of the Contract.	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 5.7.1 – RESPONSIBILITIES - CONTRACTOR	Contractor's employees shall conduct themselves in a reasonable manner at all times	Observation & Documentation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 5.8 – RESPONSIBILITIES - CONTRACTOR	Contractor shall return calls or emails from the Department no later than the next business day.	Observation & Documentation	\$100 per occurrence

### PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	LIQUIDATED DAMAGES
STATEMENT OF WORK: SUB-SECTION 5.12 – SCOPE OF SERVICES	Contractor shall maintain all required licenses and certifications	Observation	\$500 per occurrence
STATEMENT OF WORK: SUB-SECTION 5.13 – SAFETY AND TRAINING	Contractor shall observe all safety and training requirements	Inspection & Observation	\$150 per occurrence
STATEMENT OF WORK: SUB-SECTION 6.1. – SCOPE OF SERVICES	Contractor shall perform requested work during required work hours	Observation	\$500 per occurrence
STATEMENT OF WORK: SUB-SECTION 6.1.2 - SCOPE OF SERVICES	Contractor shall provide Department with a list of all disposal and/or recycling sites to be used during the Contract	Observation & Documentation	\$150 per occurrence
STATEMENT OF WORK: SUB-SECTION 6.2. – SCOPE OF SERVICES	Contractor shall acknowledge and respond to requests for work within 24 hours of being contacted.	Observation	\$500 per occurrence
STATEMENT OF WORK: PARAGRAPH 7 – SCOPE OF WORK	Contractor shall perform all services as stated in Section 7.	Inspection & Observation	\$500 per occurrence
STATEMENT OF WORK: SUB-SECTION 8.0 – EMERGENT/UNEXPECTED WORK	Contractor shall provide emergent/unexpected work as requested and authorized by the CA.	Inspection & Observation	\$250 per occurrence
STATEMENT OF WORK: SUB-SECTION 11.2 – FACILITIES AND EQUIPMENT	Contractor shall report any lost or stolen keys or gate cards within 24 hours of its discovery.	Inspection & Observation	\$250 per occurrence
STATEMENT OF WORK: SUB-SECTION 12 – LOGS AND REPORTS	Contractor shall return all logs and reports as specified in Section 13.	Inspection & Observation	\$150 per occurrence

#### **EXHIBIT B - DEPARTMENT FACILITY LOCATIONS**

Marina del Rey
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Via Dolce Yard
4139 Dell Avenue
Marina del Rey, CA 90292
Contact Person: Jose Bedolla
Contact Person: Jose Bedolla 424.526.7861 - Office

Southern District
Manhattan Beach – Rosecrans Service Yard
3621 The Strand
Manhattan Beach, CA 90266
Contact Person: Angelica Carino
310.546.8500 - Office
310.420.6498 - Cell
District Manager: Darryl Pittman
310.901.3602 - Cell

Central District
Venice Maintenance Yard
2300 Ocean Front Walk
Venice, CA 90291
Contact Person: Steven Christopher
310.827.4873 - Office
310.420.6124 - Cell
District Manager: John Carey Skinner
310.350.4435 - Cell

Central District
Dockweiler Beach
8255 Vista del Mar
Playa del Rey, CA 90292
Contact Person: David Arai
310.823.3744 - Office
310.420.7284 - Cell
District Manager: John Carey Skinner
310.350.4435 - Cell

Northern District
Will Rogers Maintenance Service Yard
16300 Pacific Coast Highway
Pacific Palisades, CA 90272
Contact Person: Javier Castro-Gallegos
310.454.7962 - Office
909.268.7579 - Cell
District Manager: Edward Martinez
310.420.7378 - Cell

Northern District		
Zuma Beach Maintenance Service Yard		
30100 Pacific Coast Highway		
Malibu, CA 90265		
Contact Person: Kristian Thomas		
310.457.2009 - Office		
310.420.6254 - Cell		
District Manager: Edward Martinez		
310.420.7378 - Cell		

#### **REMOVAL OF HAZARDOUS WASTE**

**Service Provided:** (For example: 90-Day Roundup of Waste Materials)

	CONTA	INERS	TOTAL QUANTITY			TOTAL
DESCRIPTION	# of containers	Туре		UNIT (Weight/Volume)	REMOVE/PUMP	PRICE*
Example: Waste paint	2	Metal Drum	20	Gallons	Remove	\$1.00
*TOTAL MAXIMUM COMPENSATION:				\$		

TITLE	HOURLY RATE	HOURS	TOTAL PRICE
Project Manager	\$1.00	10	\$10.00
*TOTAL MAXIMUM COMPENSA			\$

\* Total Maximum Compensation must be in accordance with rates provided in Exhibit 10-1 (Pricing Sheet).

(Add additional pages if necessary.)

Date Work Order Received: \_\_\_\_\_

Date Services Completed: \_\_\_\_\_

\_\_\_\_\_

Contract No.

CONTRACTOR (signature)

Name:		
Title:		
Date:		

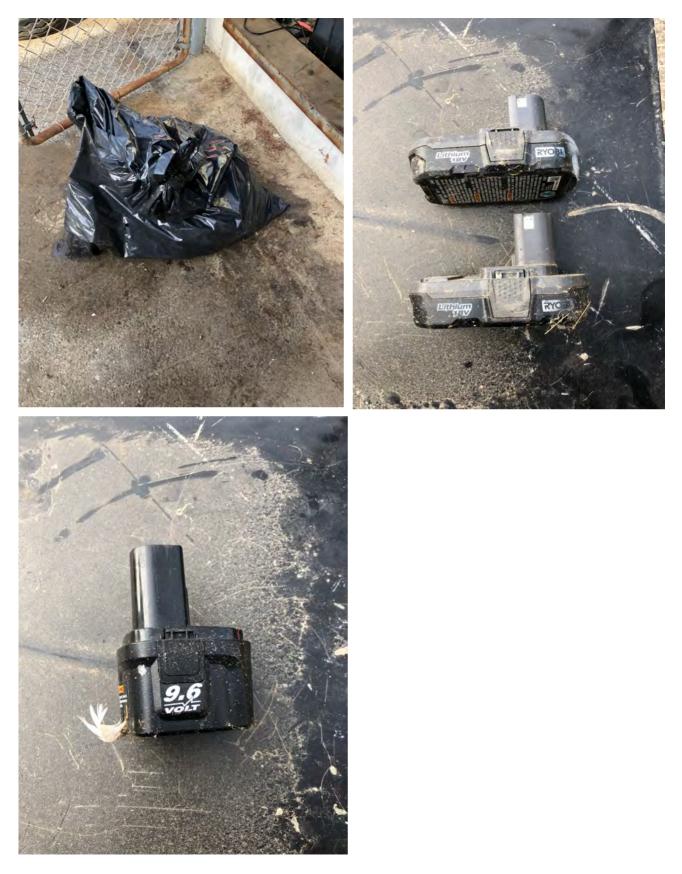
Name of Maintenance Yard:	Zuma Service Yard	30100 Pacific Coast Highway Malibu, CA 90265
Hazardous Waste Materials	Approximate Quantities On Hand	Comments
Used Oil Filters	5	
Used Rags	10	
<u>Oil Buckets</u> How big and how full?	0	
<u>Plastic Containers</u> How big? Any contents?	0	
55 Gallon Drums - Used Oil Drums pumped out or drums replaced with new ones?	1/4 full	Pump out
Oil Absorbant	0	
<u>One Gallon Paint Cans</u> How Full? What kind of paint?	0	
<u>5 Gallon Paint Buckets</u> How Full? What kind of paint?	0	
Paint Buckets - Other than 1.8.5 gallon What size, how full, and what kinn of paint? Spray Paint Cans Empty or Full?	<b>AN/F</b>	Full (Rusty)
500 Gallon Hazardous Waste Container How many gallons need to be pumped out? What type of waste - oil, gas, mixture?	0	
Fluorescent Light Bulbs What type? How Long?	0	
Batteries What type? What size? Please estimate the weight of the battery disposal container if using.	3	Portable Drill - Lithium: 2 (18v) + 1 (9.6v)
<u>E-Waste</u> (Computers, monitors, printers, phones, light fixtures, etc.)	3	1 Compact Fridge 2 Dish Network Receivers
<u>Tools, Equipment</u> (Pumps, dispensers, chainsaws, etc.)	0	
<u>Other</u> (Anything else you want to dispose of)	1	Bio-Waste (Inside bag)

Vendor Signature:

Date:

#### SAMPLE Hazardous Waste Collection Totals For One Month

Exhibit D-1









Name of Maintenance Yard: Will Rogers Service Yard

16300 Pacific Coast Hwy Pacific Palisades 90272

Hazardous Waste Materials	Approximate Quantities On Hand	Comments
Used Oil Filters	6	
Used Rags	30	
<u>Oil Buckets</u> How big and how full?	3 empty Size 1 Gal	
<u>Plastic Containers</u> How big? Any contents?		
<u>55 Gallon Drums - Used Oil</u> Drums pumped out or drums replaced with new ones?	(1) 1/2 full	
Oil Absorbant		
<u>One Gallon Paint Cans</u> How Full? What kind of paint?	(2) 1/4 full	
<u>5 Gallon Paint Buckets</u> How Full? What kind of paint?	(5) 1/4 full	
Paint Buckets - Other than 1 & 5 gallon What size, how full, and what Kinn of paint? Spray Paint Cans Empty or Full?		PLE
500 Gallon Hazardous Waste Container How many gallons need to be pumped out? What type of waste - oil, gas, mixture?		
<u>Fluorescent Light Bulbs</u> What type? How Long?	22 (3 FT tall)	
Batteries What type? What size? Please estimate the weight of the battery disposal container if using.		
<u>E-Waste</u> (Computers, monitors, printers, phones, light fixtures, etc.)		If items have a red tag, please use Red Tag Worksheet to list items and their numbers.
<u>Tools, Equipment</u> (Pumps, dispensers, chainsaws, etc.)		If items have a red tag, please use Red Tag Worksheet to list items and their numbers.
<u>Other</u> (Anything else you want to dispose of)		

Vendor Signature:

Name of Maintenance Yard: Venice Beach

2300 Ocean Front Walk Venice, 90291

[		
Hazardous Waste Materials	Approximate Quantities On Hand	Comments
Used Oil Filters	10	
Used Rags	20	
<u>Oil Buckets</u> How big and how full?	0	
<u>Plastic Containers</u> How big? Any contents?	5 - 55 gallon drums	empty
<u>55 Gallon Drums - Used Oil</u> Drums pumped out or drums replaced with new ones?	1 - replaced	
Oil Absorbant	1 - bag	
<u>One Gallon Paint Cans</u> How Full? What kind of paint?	10	
<u>5 Gallon Paint Buckets</u> How Full? What kind of paint?	0	
Paint Buckets - Other than 1 & 5 gallon What size, how full, and what Kinn of paint? Spray Paint Cans Empty or Full?	<b>\N∕IF</b>	PLE
500 Gallon Hazardous Waste Container How many gallons need to be pumped out? What type of waste - oil, gas, mixture?	0	
Fluorescent Light Bulbs What type? How Long?	15	
Batteries What type? What size? Please estimate the weight of the battery disposal container if using.	0	
<u>E-Waste</u> (Computers, monitors, printers, phones, light fixtures, etc.)	3 - pole light fixtures	If items have a red tag, please use Red Tag Worksheet to list items and their numbers.
<u>Tools, Equipment</u> (Pumps, dispensers, chainsaws, etc.)	hydraulic jack	If items have a red tag, please use Red Tag Worksheet to list items and their numbers.
Other (Anything else you want to dispose of) Vendor Signature:	0	

Vendor Signature:

Date:

# 4139 Dell AveName of Maintenance Yard: Via Dolce Marina Maintenance Yard4139 Dell AveMarina del Rey, CA 90292

	Approximate Quantities	
Hazardous Waste Materials	On Hand	Comments
Used Oil Filters		
Used Rags		
<u>Oil Buckets</u> How big and how full?		
<u>Plastic Containers</u> How big? Any contents?		
55 Gallon Drums - Used Oil Drums pumped out or drums replaced with new ones?		
Oil Absorbant		
<u>One Gallon Paint Cans</u> How Full? What kind of paint?		
<u>5 Gallon Paint Buckets</u> How Full? What kind of paint?		
Paint Buckets - Other than a soullon What size, how full, and what kind of paint? Spray Paint Cans Empty or Full?	MPL	
<u>500 Gallon Hazardous Waste Container</u> How many gallons need to be pumped out? What type of waste - oil, gas, mixture?		
Fluorescent Light Bulbs What type? How Long?	30 4' T8 & T12 mixed	Mixed T8 & T 12 approximately 30
<u>Batteries</u> What type? What size? Please estimate the weight of the battery disposal container if using.		
<u>E-Waste</u> (Computers, monitors, printers, phones, light fixtures, etc.)	1-Touch Station 1-Paper Shredder	If items have a red tag, please use Red Tag Worksheet to list items and their numbers.
<u>Tools, Equipment</u> (Pumps, dispensers, chainsaws, etc.)	1 Honda Generator,2 Honda Water Pumps	If items have a red tag, please use Red Tag Worksheet to list items and their numbers.
<u>Other</u> (Anything else you want to dispose of) Vendor Signature:	1-Canopy 1-Table	

Vendor Signature:



















Name of Maintenance Yard: Dockweiler Beach

8255 Vista del Mar Playa del Rey, CA 90293

Hazardous Waste Materials	Approximate Quantities On Hand	Comments	
Used Oil Filters	6		
Used Rags	40	three bags	
<u>Oil Buckets</u> How big and how full?	9 - 5 gallon	hydro - oil	
<u>Plastic Containers</u> How big? Any contents?	3 gallon	thinner	
<u>55 Gallon Drums - Used Oil</u> Drums pumped out or drums replaced with new ones?	5 -55 gallon drum	empty 5-30 oil & hydro	
Oil Absorbant	1 - bag		
<u>One Gallon Paint Cans</u> How Full? What kind of paint?			
<u>5 Gallon Paint Buckets</u> How Full? What kind of paint?	0		
Paint Buckets - Other than 1 & 5 gallon What size, how full, and what Rine of paint? Spray Paint Cans Empty or Full?	<b>\</b> MF	PLE	
500 Gallon Hazardous Waste Container How many gallons need to be pumped out? What type of waste - oil, gas, mixture? Fluorescent Light Bulbs	tank pump		
What type? How Long?			
Batteries What type? What size? Please estimate the weight of the battery disposal container if using.	5	small electronic e waste	
<u>E-Waste</u> (Computers, monitors, printers, phones, light fixtures, etc.)	various circuit boards, light fixtures. Ballas 1-Microwave		
<u>Tools, Equipment</u> (Pumps, dispensers, chainsaws, etc.)			
Other (Anything else you want to dispose of) Vendor Signature:	2 containers. Sharp / syringes.		

Vendor Signature:

Date:

#### Exhibit D-1



Name of Maintenance Yard: Manhattan/Rosecrans Service Yard

3621 The Strand Manhattan Beach 90266

Hazardous Waste Materials	Approximate Quantities On Hand	Comments
Used Oil Filters	5	
Used Rags	32	5 gallon bag full
<u>Oil Buckets</u> How big and how full?	0	
<u>Plastic Containers</u> How big? Any contents?	0	
<u>55 Gallon Drums - Used Oil</u> Drums pumped out or drums replaced with new ones?	1	1/2 of the drum
Oil Absorbant	0	
<u>One Gallon Paint Cans</u> How Full? What kind of paint?	0	
<u>5 Gallon Paint Buckets</u> How Full? What kind of paint?	0	
Paint Buckets - Other than 1 & 5 gallon What size, how full, and what Kine of paint?		
Spray Paint Cans Empty or Full?		
500 Gallon Hazardous Waste Container How many gallons need to be pumped out? What type of waste - oil, gas, mixture?	0	
<u>Fluorescent Light Bulbs</u> What type? How Long?	0	
Batteries What type? What size? Please estimate the weight of the battery disposal container if using.	0	
<u>E-Waste</u> (Computers, monitors, printers, phones, light fixtures, etc.)		If items have a red tag, please use Red Tag Worksheet to list items and their numbers.
<u>Tools, Equipment</u> (Pumps, dispensers, chainsaws, etc.)	0	If items have a red tag, please use Red Tag Worksheet to list items and their numbers.
<u>Other</u> (Anything else you want to dispose of) Vendor Signature:	0	

Vendor Signature: Date: Name of Maintenance Yard: Warehouse Yard

516 N. Broadway Redondo Beach, CA 90277

	Approximate Quantities	
Hazardous Waste Materials	On Hand	Comments
Used Oil Filters		
Used Rags		
<u>Oil Buckets</u> How big and how full?		
<u>Plastic Containers</u> How big? Any contents?		
55 Gallon Drums - Used Oil Drums pumped out or drums replaced with new ones?		
Oil Absorbant		
<u>One Gallon Paint Cans</u> How Full? What kind of paint?		
<u>5 Gallon Paint Buckets</u> How Full? What kind of paint?		
Paint Buckets - Other than 1 & 5 gallon What size, how full, and what kind of paint? Spray Paint Cans Empty or Full?	<b>MP</b>	LE
500 Gallon Hazardous Waste Container How many gallons need to be pumped out? What type of waste - oil, gas, mixture?	Flourescent tubes (6) 4ft long (6) 2Ft long	
Fluorescent Light Bulbs What type? How Long?		
Batteries What type? What size? Please estimate the weight of the battery disposal container if using.	(10) Lamp ballasts	
<u>E-Waste</u> (Computers, monitors, printers, phones, light fixtures, etc.)		If items have a red tag, please use Red Tag Worksheet to list items and their numbers.
<u>Tools, Equipment</u> (Pumps, dispensers, chainsaws, etc.)		If items have a red tag, please use Red Tag Worksheet to list items and their numbers.
<u>Other</u> (Anything else you want to dispose of) Vendor Signature:		

Vendor Signature: Date: Name of Maintenance Yard: Redondo/Knob Hill Service Yard516 N. Broadway RedondoBeach, CA 90277

		-
Hazardous Waste Materials	Approximate Quantities On Hand	Comments
Used Oil Filters	4	
Used Rags	20	Gallon Bucket
<u>Oil Buckets</u> How big and how full?		
<u>Plastic Containers</u> How big? Any contents?		
<u>55 Gallon Drums - Used Oil</u> Drums pumped out or drums replaced with new ones?	1	Half Full Used Oil
Oil Absorbant		
<u>One Gallon Paint Cans</u> How Full? What kind of paint?		
<u>5 Gallon Paint Buckets</u> How Full? What kind of paint?		
Paint Buckets - Other than 1 & 5 gallon What size, how full, and what Kinn of paint? Spray Paint Cans Empty or Full?	<b>AMF</b>	ΡLΕ
500 Gallon Hazardous Waste Container How many gallons need to be pumped out? What type of waste - oil, gas, mixture?		
<u>Fluorescent Light Bulbs</u> What type? How Long?	6-8ft	Westinghouse Cool White and Sylvania
Batteries What type? What size? Please estimate the weight of the battery disposal container if using.	0	
<u>E-Waste</u> (Computers, monitors, printers, phones, light fixtures, etc.)	0	If items have a red tag, please use Red Tag Worksheet to list items and their numbers.
<u>Tools, Equipment</u> (Pumps, dispensers, chainsaws, etc.)	0	If items have a red tag, please use Red Tag Worksheet to list items and their numbers.
Other (Anything else you want to dispose of) Vondor Signaturo:	Water Heater 1	Bradford White

Vendor Signature:

Date:

A REACHES THO HARBORS	DEPARTMENT OF BEACHES AND HARBORS	Policy No. 2918 Date 8-30-99
	BEACH DRIVING AND VEHICLE OPERATION	
Page 1 of 5	Approved by Some Mail	Date of last revision: 7-30-01

#### SUBJECT: BEACH DRIVING AND VEHICLE OPERATION

#### 1.0 INTRODUCTION/PURPOSE

The purpose of this Policy/Procedure is to establish guidelines for safe driving on County-owned or operated beaches, bike paths, and parking lots.

#### 2.0 POLICY

- 2.1 All beach patrons have the right-of-way on beaches, bike paths, and parking lots.
- 2.2 The maximum speed while driving on the beach or in the parking lots is10 M.P.H., and only when conditions allow. The maximum speed while driving on the bike path is 5 M.P.H., and only when conditions allow.
- 2.3 The Facilities and Property Maintenance Division (FPM) is responsible for offhighway and mileage vehicles on beaches, bike paths, and parking lots. Offhighway vehicles are defined as dump trucks, trash trucks, tractors, selfpropelled sanitizers, water trucks, wheel loaders, and tracklaying equipment. Mileage vehicles are defined as pick-up trucks, sports utility vehicles, vans, and stake bed trucks.
- 2.4 Employees holding the positions of Power Equipment Operator and Utility Tractor Operator are required to maintain a valid Class "A" California Driver License. Refuse Truck and Medium Truck Drivers are required to maintain a valid Class "B" California Drivers License. Mileage vehicle drivers are required to maintain a valid Class "C" California Driver License.
- 2.5 Heavy equipment operators are required to wear earmuffs to mitigate the noise level(s) generated during vehicle operation. Usage of audio headphones is not permitted.
- 2.6 Employees whose positions require driving off-highway or mileage vehicles on beaches, bike baths, and parking lots are required to attend Department-sponsored driving programs each year.
- 2.7 Employees are forbidden to drive under the influence of alcohol and/or drugs. The use of prescribed drugs to such an extent that safe and effective performance is impaired is also prohibited (see Department Policy #2117).
- 2.8 Off-highway or mileage vehicles may be used on County business only and not to transport unauthorized persons, materials, or equipment.

Policy No. 2918 Beach Driving and Vehicle Operation 8-30-99 Page 2 of 5

- 2.9 Employees shall wear seat belts while operating an off-highway or mileage vehicle.
- 2.10 Employees are required to follow defensive driving practices established for their protection and that of fellow employees and the public.
- 2.11 All vehicles shall have back-up alarms, with no exceptions. If a vehicle's backup alarm is not working, the vehicle shall not be driven.
- 2.12 Vehicles shall not drive on man-made sand berms.

#### 3.0 **PROCEDURES**

- 3.1 Driving on the beach
  - 3.1.1 Employees are required to inspect the off-highway or mileage vehicle prior to driving and report to their immediate supervisors evidence of vandalism or accident damage to the vehicle and/or evidence of any mechanical defect that could impair the safe operation of the vehicle (refer to Department Policy #2914 for preventative maintenance program). If the vehicle is potentially unsafe, it should not be driven, and its condition should be reported to the immediate supervisor.
  - 3.1.2 Tire pressure for driving vehicles on the sand shall range between 18 psi and 20 psi and shall be maintained until inflation is required for highway driving.
  - 3.1.3 When the vehicle is parked, an orange safety cone should be placed approximately five (5) feet both in front and behind the unit's bumpers. This will force the driver to walk around the vehicle before operating it, in order to notice any obstacles or people around the unit.
  - 3.1.4 Operators and drivers must report, in writing, all mechanical defects noted during the vehicle operation. Stop driving immediately when: (1) the engine overheats; (2) it has a flat tire; (3) there is no steering; or (4) there is a fire.
  - 3.1.5 Man-made and natural sand berms.
    - 3.1.5.1 Vehicles shall not drive on man-made sand berms. Operators and drivers shall use extreme caution when driving through the access voids of man-made berms and shall repeatedly apply their horns while entering and exiting the site.
    - 3.1.5.2 Vehicles shall avoid ascending or descending natural berms. There can be a drop where the sand has eroded or been cut off by the surf. If a natural berm must be ascended, the driver should stop the vehicle, survey the area, and proceed only when safe.
    - 3.1.5.3 When ascending or descending a natural berm, do not drive

Policy No. 2918 Beach Driving and Vehicle Operation 8-30-99 Page 3 of 5

> straight up or down the berm. Instead, the driver should position the vehicle at a 45-degree angle, ensuring that the uphill portion of the berm is on the driver's side.

- 3.1.5.4 Be aware of children playing near or around berms. Always check visibility from inside the vehicle at the top of the natural berm before beginning a descent.
- 3.1.6 Vehicle backing up shall be avoided whenever possible. If backing up is unavoidable, the driver should have a co-worker stand behind the vehicle to guide the vehicle back. If driving alone, the driver should employ other options such as: proceeding forward and turning around, or getting out of the vehicle, checking the area, and backing up slowly using extreme caution.
- 3.1.7 Driving on a jetty without a co-worker who can stand behind the vehicle and guide it when the driver backs up is prohibited.
- 3.1.8 Extreme caution must be exercised while driving on the beach. Beach patrons may not be aware of a vehicle's presence. Small children tend to run in front of the unit, and caretakers have a tendency to bolt in front of the unit to protect the child.
- 3.1.9 Storm drains also present driving hazards. Ascending or descending a drainage ditch should not be attempted unless the driver can clearly see that no one is in the vehicle's path. The vehicle should be positioned so that any attempt will be at a slight angle. Ditches and running storm drain water are notorious for soft sand. These areas should be avoided as much as possible, since it is easy to get stuck in the sand. Driving through water should be avoided to the extent possible.
- 3.1.10 Under normal weather conditions, vehicles on the sand shall not travel at an unsafe speed. Maximum speed is ten (10) M.P.H. for all vehicles except for trash trucks and dump trucks which shall not exceed 15 M.P.H.
- 3.1.11 When traveling past pier pilings or other obstructions, a driver should be particularly careful about viewing the area given that such obstructions will hamper the driver's ability to see. Children darting from crowds or covered by sand are of particular concern.
- 3.1.12 When driving on the beach, driving over boards or any other objects shall be avoided.
- 3.1.13 Whenever operating an off-highway or mileage vehicle, the operator is responsible for maintaining the headlights in the "on" position.
- 3.1.14 When operating a vehicle at night, the operator should drive on the hard sand closest to the shoreline and use the vehicle's high beams and headlights to locate holes and drainage ditches, as well as beach patrons.

Policy No. 2918 Beach Driving and Vehicle Operation 8-30-99 Page 4 of 5

- 3.2 Shifting into four-wheel drive
  - 3.2.1 Vehicle operators should enter four-wheel drive when leaving the hard top, being certain to shift into the "H" range from wheel drive.
  - 3.2.2 The correct procedure for shifting from two-wheel to four-wheel drive is to stop the vehicle, maintain the wheels in a straight (not turned) position, and shift gear into four-wheel drive before continuing to drive forward. Locking hubs are automatic.
  - 3.2.3 To shift from four-wheel to two-wheel drive, stop the vehicle, shift gear to two-wheel drive, and drive in reverse for one meter (approximately 3 feet) to unlock the hubs. After a click is heard, the driver may proceed forward. When backing up, a co-worker, if present, should stand behind the vehicle to guide the driver.
- 3.3 Vehicle stuck in the sand
  - 3.3.1 If a vehicle is bogged down in the sand, the driver should slow down using a lower gear and rock forward and backward. Once the vehicle starts to move, even accelerator pressure should be used to proceed safely.
  - 3.3.2 The gas pedal should not be punched while trying to free a vehicle from the soft sand and/or a rut. If progress is not being made, some air pressure from the tires should be relieved. Be sure to restore the tire pressure later.
- 3.4 Driving on the bike bath
  - 3.4.1 The bike path should be driven on only when safe at a maximum speed of 5 M.P.H. While driving on the bike bath, vehicle flashers and headlights shall be on.
  - 3.4.2 All drivers shall stop their vehicle and look in both directions before crossing the bike bath. Proceed only when safe, and maintain a distance of at least three car lengths between the vehicle and the next moving object (pedestrian, cyclist, roller skater, etc.)
  - 3.4.3 Off-highway and mileage vehicles are permitted to cross the bike path only when safe and when there is no other beach access available.
  - 3.4.4 The Department's beach restroom cleaning contractor is the only private contractor permitted to use the bike path at Torrance and Redondo Beaches between the hours of 12:00 midnight and 6:00 a.m. when conditions allow and it is safe.
  - 3.4.5 All vehicles are restricted from using any of the vehicle ramps at Torrance and Redondo Beaches. Vehicles and equipment must enter and exit from the Redondo Pier Bike Path at Torrance Blvd.

- Policy No. 2918
   Beach Driving and Vehicle Operation
   8-30-99
   Page 5 of 5
  - 3.5 Driving in County Parking Lots
    - 3.5.1 Maintain a safe speed of no more than 10 M.P.H. Be aware of people, animals, and foreign objects.

**APPROVED:** 

Director or Authorized Representative

- 2001

Date

EMcD:gs Attachments PP2918

## **COUNTY'S ADMINISTRATION**

CONTRACT NO. \_\_\_\_\_

#### COUNTY PROJECT DIRECTOR:

Name:	Carol Baker
Title:	Deputy Director
Address:	13837 Fiji Way
	Marina del Rey, CA 90292
Telephone:	(424) 526-7774
Email Address:	CBaker@bh.lacounty.gov

#### COUNTY'S CONTRACT ADMINISTRATOR

Kenneth Foreman
Division Chief
13483 Fiji Way, Trailer #1
Marina del Rey, CA 90292
(424) 526-7840
KForeman@bh.lacounty.gov
Maria Romero
Assistant Division Chief
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MRomero@bh.lacounty.gov
Shaylisa Jones
Administrative Services Manager I
13483 Fiji Way, Trailer #1
Marina del Rey, CA 90292
(424) 526-7846
SJones@bh.lacounty.gov

# **CONTRACTOR'S ADMINISTRATION**

CONTRACTOR'S N	AME:	
CONTRACT NO:		
CONTRACTOR'S CO	ONTRACT REPRESENTATIVE:	
Name:		
Title:		
Address:		
Telephone:		
CONTRACTOR'S A	UTHORIZED OFFICIAL(S)	
Name:		
Title:		
Address:		
Telephone:		
Name:		
Title:		
Address:		
Telephone:		
		_
Notices to Contract	or shall be sent to the following:	
Name:		
Title:		
Address:		
Telephone:		
E-Mail Address:		_

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

Any fire station. Any hospital. Any time.



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

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

#### FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.

 You must leave your newborn with a fire station or hospital employee.

 You don't have to provide your name.

You will only be asked to voluntarily provide a medical history.

5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame No blame No names



#### ABOUT THE BABY SAFE SURRENDER PROGRAM

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

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

#### No shame | No blame | No names

ANY FIRE STATION. ANY HOSPITAL. ANY TIME. 1.877.222.9725 BabySafeLA.org

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





#### FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

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

#### **ANSWERS TO YOUR QUESTIONS**

Who is legally allowed to surrender the baby? Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

### Do you need to call ahead before surrendering a baby?

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

#### What information needs to be provided?

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

#### What happens to the baby?

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

# What happens to the parent or surrendering adult?

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

#### How can a parent get a baby back?

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

#### If you're unsure of what to do:

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

1.877.222.9723 or BabySafeLA.org

#### CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

#### CONTRACTOR NAME

Contract No.

#### **GENERAL INFORMATION:**

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

#### CONTRACTOR ACKNOWLEDGEMENT:

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

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

#### CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE:	DATE:	/	<u> </u>
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PRINTED NAME:		POSITION:	
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# CONTRACT

# **BY AND BETWEEN**

# **COUNTY OF LOS ANGELES**

# AND

# OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

# FOR

# AS-NEEDED HAZARDOUS WASTE REMOVAL SERVICES

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- A Statement of Work and Attachments
- B Department Facility Locations
- C-1 Removal of Hazardous Waste Form
- D-1 Sample Hazardous Waste Collection Totals
- E Department's Beach Driving and Vehicle Operation Policy No. 2918
- F County's Administration
- G Contractor's Administration
- H Safely Surrendered Baby Law

### Required at the Time of Contract Execution:

I Contractor Acknowledgement and Confidentiality Agreement

# CONTRACT BETWEEN COUNTY OF LOS ANGELES AND OCEAN BLUE ENVIRONMENTAL SERVICES, INC. FOR AS-NEEDED HAZARDOUS WASTE REMOVAL SERVICES

This Contract and Exhibits made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between the County of Los Angeles, hereinafter referred to as County and <u>Ocean Blue Environmental Service, Inc.</u>, hereinafter referred to as Contractor, to provide as needed hazardous waste removal services.

#### RECITALS

WHEREAS, the County may contract with private businesses for as needed hazardous waste removal services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing as needed hazardous waste removal services; and

WHEREAS, this Contract is therefore authorized pursuant to Section 44.7 of the Los Angeles Charter.

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

## 1 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H and I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

### Standard Exhibits:

- A Statement of Work and Attachments
- B Department Facility Locations
- C-1 Removal of Hazardous Waste Form
- D-1 Sample Hazardous Waste Collection Totals
- E Department's Beach Driving and Vehicle Operation Policy No. 2918
- F County's Administration
- G Contractor's Administration
- H Safely Surrendered Baby Law

### **Required at the Time of Contract Execution:**

I Contractor Acknowledgement and Confidentiality Agreement

## 2 DEFINITIONS

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

- **2.1 Board, Board of Supervisors:** The Board of Supervisors of Los Angeles County.
- **2.2 Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

- **2.3 Contract Administrator (CA):** Person with responsibility to oversee the day-to-day activities of this Contract as further defined in Section 6.2.
- **2.4 Contract Year:** The twelve-month period commencing on the effective date of the Contract and each succeeding twelve-month period over the remaining term of the Contract, including the optional years.
- **2.5 Contractor(s):** The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the County to perform or execute the work covered by the Statement of Work.
- **2.6 Contractor's Representative:** The person designated by the Contractor to represent the Contractor in matters related to performance of the Contract.
- **2.7 County:** The County of Los Angeles.
- **2.8 Day(s):** Calendar day(s) unless otherwise specified.
- **2.9 Department:** The Los Angeles County Department of Beaches and Harbors.
- **2.10 Director:** The Director of the Department of Beaches and Harbors.
- **2.11 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- **2.12 Statement of Work:** Explains in detail the Work to be performed pursuant to the contract.
- **2.13 Subcontractor:** A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or materials to the Contractor(s), at any tier, under oral or written agreement.

## 3 WORK

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

- **3.3** Upon telephone contact from the Department's Contract Administrator for requested services, Contractor will be required to respond within 24 hours of being contacted and be ready to perform the services at the date and time as instructed by the Contract Administrator. If the contacted Contractor does not respond within 24 hours, the County will contact another contractor to complete the work.
- **3.4** Should there be more than one Contract awarded for these services, the County does not guarantee any Contractor a minimum amount of work.

## 4 TERM OF CONTRACT

- **4.1** The term of this Contract will be three years, commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- **4.2** The County will have the sole option to extend this Contract term for up to three additional one-year periods, for a maximum total Contract term of six years. Each such option and extension will be exercised at the sole discretion of the Director or his/her designee as authorized by the Board of Supervisors.

The County maintains a database that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether a bidder is responsible for the purposes of a future County contract or extension option.

**4.3** The Contractor must notify the Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to the Department at the address herein provided in Exhibit F (County's Administration).

## 5 CONTRACT SUM

### 5.1 Total Contract Sum

Contractor will not be entitled to payment by the County under this Contract except upon completion of work requested by the County.

The net amount the County shall expend during the Contract term for as-needed hazardous waste removal services shall not exceed the Contract Sum of \$242,000, in aggregate, per Contract year, based on the Department's needs and availability of funds in the County budget. The County may at its discretion expend any portion, all or none of the stipulated amount.

Contractor(s) shall perform and complete all Services required of Contractor(s) under this Contract as set forth in Exhibit A, but in any event, not in excess of the Contract Sum.

### 5.2 Written Approval for Reimbursement

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

### 5.3 Increase of Contract Sum by Director

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

### 5.4 No Increase in Hourly Rate(s) of Compensation

Notwithstanding any increase in the Contractor's salary costs or other overhead, no increase in the rate(s) of compensation quoted in Exhibit 10-1 (Pricing Sheet) in Appendix B (Required Forms) will be given during the initial three (3) year term of the Contract.

### 5.5 Emergent/Unexpected Work

The Contractor will be compensated for emergent/unexpected work authorized in writing by the Director at the rate for such work as quoted on Contractor's submitted Exhibit 10 (Pricing Sheet) in Appendix B (Required Forms). Such work will be subject to Section 5.1. Any work requested outside of quarterly 90-day roundup, clarifier or septic system pump out services will be subject to this Section paid at the hourly rate per hour for emergent/unexpected services, as specified on Contractor's submitted Exhibit 10 (Pricing Sheet) in Appendix B (Required Forms).

#### 5.6 Notification of 75% of Total Contract Sum

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

#### 5.7 No Payment for Services Provided Following Expiration/ Termination of Contract

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

#### 5.8 Invoices and Payments

- **5.8.1** The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract.
- **5.8.2** The Contractor's payments will be as provided in Exhibit 10 (Pricing Sheet) in Appendix B (Required Forms), and the Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.
- **5.8.3** The Contractor's invoices must contain the information set forth in Exhibit A (Statement of Work and Attachments) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- **5.8.4** The Contractor must submit the monthly invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service.

**5.8.5** All invoices under this Contract must be submitted in two (2) copies to the following address:

Los Angeles County Department of Beaches and Harbors Financial Services Section 4640 Admiralty Way, Suite 300 Marina del Rey, CA 90292

**5.8.6 County Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the Contract Administrator (CA) prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

#### 5.8.7 Local Small Business Enterprises (LSBE) Prompt Payment Program

Certified LSBEs will receive prompt payment for services they provide to County Departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

### 5.9 Cost of Living Adjustments (COLAs)

The Contractor's rates will remain firm and fixed for the initial three (3) years of the Contract. For the options years, if requested by Contractor, the Contract amount may, at the sole discretion of Director, be annually increased based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the most recently published percentage change for the twelve (12) month period preceding the contract anniversary date. However, any increase must not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Further, before any COLA increase will take effect and become part of this Contract, it will require a written amendment to this Contract first, that has been formally approved and executed by the parties.

#### 5.10 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

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

## 6 ADMINISTRATION OF CONTRACT – COUNTY

### 6.1 County Administration

A listing of all County Administration referenced in the following Paragraphs are designated in Exhibit F (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

### 6.2 County's Contract Administrator

Responsibilities of the Contract Administrator include:

- ensuring that the objectives of this Contract are met;
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements;

- meeting with the Contractor's Contract Representative on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

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

## 7 ADMINISTRATION OF CONTRACT - CONTRACTOR

### 7.1 Contractor Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit G (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

### 7.2 Contractor's Contract Representative

- **7.2.1** The Contractor's Contract Representative is designated in Exhibit G (Contractor's Administration). The Contractor must notify the County in writing of any change in the name or address of the Contractor's Contract Representative.
- **7.2.2** The Contractor's Contract Representative will be responsible for the Contractor's day-to-day activities as related to this Contract and must coordinate with County's Contract Representative on a regular basis.

### 7.3 Approval of Contractor's Staff

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

### 7.4 Contractor's Staff Identification

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

### 7.5 Background and Security Investigations

**7.5.1** Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, must

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

- **7.5.2** If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- **7.5.3** County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- **7.5.4** Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

### 7.6 Confidentiality

- **7.6.1** Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- **7.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to

any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- **7.6.3** Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- **7.6.4** Contractor must sign and adhere to the provisions of Exhibit I (Contractor Acknowledgement and Confidentiality Agreement).

## 8 STANDARD TERMS AND CONDITIONS

### 8.1 Amendments

- **8.1.1** For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment must be prepared and executed by the Contractor and by the Director and/or his designee.
- **8.1.2** The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the Director and/or his designee.

**8.1.3** The Director and/or his designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 – Term of Contract. The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by the Director and/or his designee.

#### 8.2 Assignment and Delegation/Mergers or Acquisitions

- **8.2.1** The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- **8.2.2** The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- **8.2.3** Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

#### 8.3 Authorization Warranty

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

#### 8.4 Budget Reductions

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

#### 8.5 Complaints

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

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

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

#### 8.6 Compliance with Applicable Laws

- **8.6.1** In the performance of this Contract, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

### 8.7 Compliance with Civil Rights Laws

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

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

### 8.8 Compliance with County's Jury Service Program

### 8.8.1 Jury Service Program:

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

### 8.8.2 Written Employee Jury Service Policy.

Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the <u>Jury Service Program</u> (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the <u>Jury Service Program (Section 2.203.070 of the County Code)</u>, the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may

provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

- 2. For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$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 the 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 the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered fulltime for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor will also be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
- 3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to gualify for an exception to the Program.

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

#### 8.9 Conflict of Interest

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

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

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

#### 8.11 Consideration of Hiring Gain-Grow Participants

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

### 8.12 Contractor Responsibility and Debarment

### 8.12.1 Responsible Contractor

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

### 8.12.2 Chapter 2.202 of the County Code

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

#### 8.12.3 Non-responsible Contractor

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

### 8.12.4 Contractor Hearing Board

- 1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- The Contractor Hearing Board will conduct a hearing 2. where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative decision. proposed which will contain а recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 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 the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- 4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 6. The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### 8.12.5 Subcontractors of Contractor

These terms will also apply to Subcontractors of County Contractors.

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

The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit H, in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at:

https://lacounty.gov/residents/family-services/child-safety/safesurrender/

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

- **8.14.1** The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through 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.
- **8.14.2** As required by the <u>County's Child Support Compliance</u> <u>Program (County Code Chapter 2.200)</u> and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

### 8.15 County's Quality Assurance Plan

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

### 8.16 Damage to County Facilities, Buildings or Grounds

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

### 8.17 Employment Eligibility Verification

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

#### 8.18 Counterparts and Electronic Signatures and Representations

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

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

#### 8.19 Fair Labor Standards

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

### 8.20 Force Majeure

- 8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").
- **8.20.2** Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the

goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

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

#### 8.21 Governing Law, Jurisdiction, and Venue

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

# 8.22 Independent Contractor Status

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

Contract.

**8.22.4** The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

# 8.23 Indemnification

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

# 8.24 General Provisions for All Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

# 8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this

Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

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

Certificates and copies of any required endorsements must be sent to:

Los Angeles County Department of Beaches and Harbors 4640 Admiralty Way, Suite 300 Marina del Rey, CA 90292 <u>Contracts@bh.lacounty.gov</u>

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

# 8.24.2 Additional Insured Status and Scope of Coverage

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

#### 8.24.3 Cancellation of or Change in Insurance

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

#### 8.24.4 Failure to Maintain Insurance

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

#### 8.24.5 Insurer Financial Ratings

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

#### 8.24.6 Contractor's Insurance Must Be Primary

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

#### 8.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### 8.24.8 Subcontractor Insurance Coverage Requirements

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

# 8.24.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

# 8.24.10 Claims Made Coverage

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

# 8.24.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

# 8.24.12 Separation of Insureds

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

# 8.24.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents must be designated as an Additional Covered Party under any approved program.

# 8.24.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

# 8.25 Insurance Coverage

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

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

- 8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- 8.25.3 Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for nonpayment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

# 8.25.4 Environmental Impairment Liability

Insurance which insures liability for environmental impairment including clean-up costs, and endorsed for "Sudden and Accidental" contamination or pollution unless such coverage is endorsed on the General Liability Policy. Such coverage shall be in the amount of not less than \$4 million per occurrence, and in the aggregate.

**8.25.5** Insurance shall cover liability arising from the release, discharge, escape, dispersal or emission of pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up,

testing, monitoring and treatment of pollutants in compliance with governmental mandate or requests. Motor vehicle pollution liability will be required under the Automobile Liability Insurance indicated above for removal of pollutants from work site. Contractor shall maintain limits of not less than \$1 million per occurrence and \$2 million aggregate.

#### 8.26 Liquidated Damages

- **8.26.1** If, in the judgment of the Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.
- **8.26.2** If the Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Contract Administrator, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or his/her designee, may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

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

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

# 8.27 Most Favored Public Entity

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

# 8.28 Nondiscrimination and Affirmative Action

- **8.28.1** The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and 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 anti-discrimination laws and regulations.
- **8.28.2** Contractor certifies to the County each of the following:
  - 1. That contractor has a written policy statement prohibiting discrimination in all phases of employment.
  - 2. That contractor periodically conducts a self-analysis or utilization analysis of its work force.

- 3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- **8.28.3** The 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 anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- **8.28.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- **8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies 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.
- **8.28.6** The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- **8.28.7** If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of

this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

**8.28.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

#### 8.29 Non-Exclusivity

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

#### 8.30 Notice of Delays

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

#### 8.31 Notice of Disputes

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

#### 8.32 Notice to Employees Regarding the Federal Earned Income Credit

The 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 <u>Internal Revenue Service Notice No. 1015</u>.

# 8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor must notify and provide to its employees and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit H (Safely Surrendered Baby Law) of this Contract. Additional information is available at:

https://lacounty.gov/residents/family-services/child-safety/safesurrender/

#### 8.34 Notices

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

# 8.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

# 8.36 Public Records Act

**8.36.1** Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the

County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the <u>California Government Code</u> Section 7920.000 et seq. (Public Records Act) <u>California Government Code Section 7920.000 et seq. (Public Records Act)</u> California <u>Government Code Section 7920.000 et seq. (Public Records Act)</u> and which are marked "trade secret", "confidential", or "proprietary". The 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.

**8.36.2** In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

# 8.37 Publicity

- **8.37.1** The Contractor 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 the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:
  - The Contractor shall develop all publicity material in a professional manner; and
  - During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Contract Administrator. The County shall not unreasonably withhold written consent.
- **8.37.2** The Contractor may, without the prior written consent of County, indicate in its bids and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.

#### 8.38 Record Retention and Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, 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 the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material 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 material at such other location.

- **8.38.1** In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- **8.38.2** Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- **8.38.3** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by

the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

# 8.39 Recycled Bond Paper

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

# 8.40 Subcontracting

- **8.40.1** The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- **8.40.2** If the Contractor desires to subcontract, the Contractor 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.
- **8.40.3** The Contractor 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 Contractor employees.
- **8.40.4** The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's

proposed subcontract.

- **8.40.5** The County's consent to subcontract 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 Contractor is responsible to notify its Subcontractors of this County right.
- **8.40.6** The Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- **8.40.7** The 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 the County's consent to subcontract.
- **8.40.8** The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Los Angeles County Department of Beaches and Harbors 4640 Admiralty Way, Suite 300 Marina del Rey, CA 90292 <u>Contracts@bh.lacounty.gov</u>

before any Subcontractor employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), 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 Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default and

pursue debarment of the Contractor), pursuant to <u>County Code</u> <u>Chapter 2.202</u>.

# 8.42 Termination for Convenience

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

# 8.43 Termination for Default

- **8.43.1** The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the Department's Director:
  - Contractor has materially breached this Contract; or
  - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
  - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after

receipt of written notice from the County specifying such failure.

- **8.43.2** In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.
- 8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor 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 the Contractor to meet the required performance schedule. As used in this Paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.
- **8.43.4** If, after the County has given notice of termination under the provisions of this Paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.43, or that the default was excusable under the provisions of Paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

**8.43.5** The rights and remedies of the County provided in this Paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

# 8.44 Termination for Improper Consideration

- **8.44.1** The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor.
- **8.44.2** The Contractor shall immediately report any attempt by a County officer or employee 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.
- **8.44.3** Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

# 8.45 Termination for Insolvency

- **8.45.1** The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
  - Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
  - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.
- **8.45.2** The rights and remedies of the County provided in this Paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

# 8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

# 8.47 Termination for Non-Appropriation of Funds

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

# 8.48 Validity

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

# 8.49 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 Paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### 8.50 Warranty Against Continent Fees

- **8.50.1** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- **8.50.2** For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.206.

#### 8.53 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 10 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.

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

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

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County 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.

#### 8.55 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in <u>California Government Code</u> <u>Section 12952</u>. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

#### 8.56 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) (<u>https://ceop.lacounty.gov/</u>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

# 8.57 Prohibition from Participation in Future Solicitation(s)

A Bidder, or a Contractor or its subsidiary or Subcontractor ("Bidder/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Bidder/Contractor has provided advice or consultation for the solicitation. A Bidder/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Bidder/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/Bidder from participation in the County solicitation or the termination or cancellation of any resultant County contract.

# 8.58 Injury and Illness Prevention Program

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

# 9.0 UNIQUE TERMS AND CONDITIONS

# 9.1 Local Small Business Enterprise (LSBE) Preference Program

- **9.1.1** This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in <u>Chapter 2.204 of the Los Angeles County Code</u>.
- **9.1.2** The 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 LSBE.
- **9.1.3** The 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 LSBE.

- **9.1.4** If the Contractor has obtained certification as a LSBE 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:
  - 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;
  - In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
  - 3. Be subject to the provisions of <u>Chapter 2.202 of the Los</u> <u>Angeles County Code</u> (Determinations of Contractor Non-responsibility and Contractor Debarment).

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.

# 9.2 Social Enterprise (SE) Preference Program

- **9.2.1** This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in <u>Chapter 2.205 of the Los Angeles County Code</u>.
- **9.2.2** 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.
- **9.2.3** 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.
- **9.2.4** 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;
- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
- 3. Be subject to the provisions of <u>Chapter 2.202 of the Los</u> <u>Angeles County Code</u> (Determinations of Contractor Non-responsibility 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.

#### 9.3 Disabled Veteran Business Enterprise (DVBE) Preference Program

- **9.3.1** This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in <u>Chapter 2.211 of the Los Angeles County Code</u>.
- **9.3.2** 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.
- **9.3.3** 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.
- **9.3.4** 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, 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;
- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
- Be subject to the provisions of <u>Chapter 2.202 of the Los</u> <u>Angeles County Code</u> (Determinations of Contractor Non-responsibility and Contractor Debarment).

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.

#### 10. Survival

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

Paragraph 1 (Applicable Documents)

Paragraph 2 (Définitions)

Paragraph 3 (Work)

Paragraph 5.4 (No Payment for Services Provided Following

Expiration/Termination of Agreement)

Paragraph 7.6 (Confidentiality)

Paragraph 8.1 (Amendments)

Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Paragraph 8.6.2

Paragraph 8.19 (Fair Labor Standards)

Paragraph 8.20 (Force Majeure)

Paragraph 8.21 (Governing Law, Jurisdiction, and Venue)

Paragraph 8.23 (Indemnification)

Paragraph 8.24 (General Provisions for all Insurance Coverage)

Paragraph 8.25 (Insurance Coverage)

Paragraph 8.26 (Liquidated Damages)

Paragraph 8.34 (Notices)

Paragraph 8.38 (Record Retention and Inspection/Audit Settlement)

Paragraph 8.42 (Termination for Convenience)

Paragraph 8.43 (Termination for Default)

Paragraph 8.48 (Validity)

Paragraph 8.49 (Wavier)

Paragraph 8.58 (Prohibition from Participation in Future Solicitation(s))

Paragraph 10 (Survival)

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

CONTRACTOR: Ocean Blue Environmental Services, Inc.

Signed:

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

COUNTY OF LOS ANGELES

Ву\_\_\_\_\_

Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA Executive Officer of the Board of Supervisors

Ву\_\_\_\_\_

APPROVED AS TO FORM:

DAWYN R. HARRISON County Counsel

By\_\_\_

Deputy County Counsel

# **EXHIBIT A**

# STATEMENT OF WORK AND ATTACHMENTS

#### LOS ANGELES COUNTY OF BEACHES AND HARBORS STATEMENT OF WORK AS-NEEDED HAZARDOUS WASTE REMOVAL SERVICES

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# STATEMENT OF WORK ATTACHMENTS

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#### LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS STATEMENT OF WORK AS-NEEDED HAZARDOUS WASTE REMOVAL SERVICES

#### 1 GENERAL REQUIREMENTS

#### 1.1 Scope of Work

The selected Contractor shall be capable of providing the services as listed in this Statement of Work (SOW).

#### 1.2 Property Damage

County property damaged by the Contractor's employees shall be repaired or replaced by the Contractor at the Contractor's expense with like workmanship and materials. Such repair or replacement shall be subject to approval by the Contract Administrator.

#### 1.3 No Vehicle Access on Bike Paths or Pedestrian Sidewalks

Motor vehicles used in the performance of the Contract work shall not be driven on bike paths or pedestrian sidewalks.

#### 1.4 Green Initiatives

- **1.4.1** Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- **1.4.2** Contractor shall notify County's Contract Administrator of Contractor's new green initiatives prior to the contract commencement.

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

- 2.1 The Department reserves the right to add/delete specific tasks, facilities and/or work hours throughout the term of this Contract; to schedule servicing of added facilities and otherwise amend and modify the Statement of Work in accordance with the County's needs.
- **2.2** The Department may, from time to time, close or cease operating certain facilities or portions of such facilities or may reduce the number of days on which services are performed. Such events shall not be deemed breaches of this Contract or of any of the covenants of this Contract and shall not relieve the Contractor of its duty as to the remaining facilities and services.
- **2.3** The Contractor will be given reasonable written notice by the Contract Administrator that a facility is to be added or deleted or that the scope of services is being modified and of the effective date of such changes.
- **2.4** All changes must be made in accordance with Appendix A, (Sample Contract), Section 8.1, Amendments.

#### 3 CONTRACTOR'S QUALITY CONTROL PLAN

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Administrator for review. The plan shall include, but may not be limited to the following:

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

#### 4 QUALITY ASSURANCE PLAN

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

#### 4.1 General Requirements

The following requirements shall be observed:

- Contractor shall meet deadlines set by the Contract Administrator;
- Contractor shall timely complete reports required by the Contract;
- Contractor shall accurately report hourly services; and
- Contractor shall promptly return calls of County agents and employees.

#### 4.2 Contract Discrepancy Report (Attachment I of this Exhibit A)

Verbal notification of a Contract discrepancy will be made to the Contract Representative as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the Department and the Contractor.

The Contract Administrator will determine whether a formal Contract Discrepancy Report (CDR) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Contract Administrator within three workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Contract Administrator within five workdays.

- **4.3** The Contract Administrator may issue a Contract Discrepancy Report to the Contractor in any incident of failure to comply with the performance standards or other unacceptable performance. In the case of continuing deficiencies, the Contract Administrator may issue a separate Contract Discrepancy Report each day the deficiency continues.
- **4.4** The Director may excuse the incident, assess and collect liquidated damages in the manner and amounts described in the Performance Requirements

Summary, or proceed with Contract termination as provided in Appendix A, (Sample Contract), Section 8.43, Termination for Default.

#### 4.5 Performance Requirements Summary (Attachment 2 of this Exhibit A)

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

#### 4.5.1 Acknowledgement and Acceptance of Standards and Sums

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

#### 4.6 County Observations

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

# 5 **RESPONSIBILITIES**

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

#### <u>COUNTY</u>

#### 5.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6, Administration of Contract - County. Specific duties will include:

- **5.1.1** Monitoring the Contractor's performance in the daily operation of this Contract.
- **5.1.2** Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- **5.1.3** Preparing Amendments in accordance with Appendix A, (Sample Contract), Section 8.1, Amendments.

#### 5.2 County Contract Administrator

**5.2.1** The Operational Services Division Chief, or his authorized designee, shall be the Contract Administrator (CA) who shall have the authority to

act for the County in the administration of the Contract except where action of the Director is expressly required by the Contract.

- **5.2.2** The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.
- **5.2.3** The Contractor's work shall be subject to the CA's acceptance and approval, which shall not be unreasonably withheld.
- **5.2.4** The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

#### **CONTRACTOR**

#### 5.3 Contractor's Representative

- **5.3.1** The Contractor shall designate a full-time employee as Contractor's Representative who shall be responsible for Contractor's day-to-day activities related to each inspection and shall be available to the County CA or the County's attorney on reasonable telephone notice each business day and at other times as required by the work. The Contractor may designate himself or herself as the Contractor's Representative.
- **5.3.2** The Contractor's Representative (CR) shall have full authority to act for the Contractor on all matters relating to the performance of the Contract work.

#### 5.4 Supervisor

The Contractor shall provide a supervisor to assure satisfactory performance of the Contract work by the employees who are assigned to perform the work. The Contractor's Representative may act as the supervisor. The supervisor shall be authorized to act for Contractor in every detail and must understand, speak and write English.

#### 5.5 Contractor's Office

The Contractor shall maintain a local address within the County at which the Contractor's Representative may be contacted personally by email, mail and telephone five days a week during normal business hours. Contractor's office must have at least one employee available who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract work.

# 5.6 Changes of Key Personnel

The Contractor shall obtain the approval of the CA before replacing the Contractor's Representative or the supervisor. Such approval shall not be unreasonably withheld.

#### 5.7 Contractor's Personnel

- **5.7.1** Contractor's employees shall conduct themselves in a reasonable manner at all times; shall not cause disturbance in any County facility; and otherwise, are subject to all rules and regulations of the facility.
- **5.7.2** All personnel assigned by the Contractor to perform Contract work shall at all times be employees of the Contractor and the Contractor shall have the sole right to hire, suspend, discipline, or discharge employees. However, at the request of the Director, the Contractor shall immediately exclude any member of the Contractor's staff from working on this Contract. The County reserves the right to bar any of the Contractor's staff from performing on this Contract.
- **5.7.3** The Contractor shall provide the County with a current list of employees, including but not limited to management, and shall keep this list updated during the Contract term.

#### 5.8 Communication with Department

The Contractor shall return calls, texts or emails from the Department during business hours and no later than the next business day or a soon a reasonably possible if the matter is designated as urgent. The Contractor shall ensure County can access Contractor when Contractor's office is closed, by maintaining an answering service, and/or equipping the CR with a cellular phone to receive calls regarding the Contractor's performance of the Contract work. Contractor shall answer calls received within two hours of receipt of the Department's call.

#### 5.9 Reporting Injury, Theft, Damage or Vandalism

The Contractor's Representative shall notify the CA any injury, theft, damage or vandalism to the facilities within 24 hours of its discovery by the Contractor's staff. The report shall be in writing and on a form that is acceptable to the CA.

#### 5.10 Reporting Emergency Repairs

The Contractor's Representative shall immediately notify the CA of any condition of the facilities requiring emergency repairs. After hours' notification shall be made to:

#### Edward Martinez, District Manager

Office - (310) 454-4249

Cellular - (310) 420-7378

#### Email: <u>EMartinez@bh.lacounty.gov</u>

#### 5.11 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

#### 5.12 Licenses and Credentials

Contractor must keep current and renew all licenses and credentials specified below during the Contract term. Failure to maintain current licenses will result in assessment of liquidated damages in accordance with the Performance Requirements Summary. Contractor shall provide copies of all licenses and credentials to the Department upon request.

- A valid Hazardous Materials Transportation License issued by the California Highway Patrol (CVC §32000.5);
- A valid Hazardous Materials Certification of Registration issued by the Department of Transportation;
- California Contractors State License Board license with hazmat designation;
- California Department of Toxic Substances Control Hazardous Waste Transporter Registration; and
- County of Los Angeles Department of Public Health Solid Waste Management Program Waste Collector Permit.

#### 5.13 Safety and Training

#### **Observance of Applicable Rules and Requirements**

- 5.13.1 Contractor and its employees shall be expected to observe all applicable California Occupational Safety and Health Agency (Cal-OSHA) Hazardous Waste Operations and Emergency Response, California Code of Regulations and the Department's safety requirements while at the Department's facilities.
- **5.13.2** Hard hats shall be worn by Contractor and its employees at all times. Suitable clothing, gloves and shoes that meet Cal-OSHA and California Code of Regulations requirements are mandatory.
- **5.13.3** Contractor shall ensure that its employees are trained and equipped with all the required safety equipment needed to perform the contract work.
- **5.13.4** Contractor shall ensure its employees are trained and equipped with all of the required safety equipment needed to work in a confined space (storm drain) area.
- **5.13.5** Contractor shall dispose of materials removed in a manner that complies with all Federal, State, County, and city laws and/or ordinances.
- **5.13.6** Contractor's work shall be done in the most efficient and environmentally safe manner possible. The Contractor shall consider the type and amount of waste material to be picked up, the relative location of the facilities and the <u>most economical method of disposal.</u>
- **5.13.7** For any hazardous materials or materials generated from environmental investigations or remediation, laboratory testing shall be performed by a qualified California state-licensed laboratory if it is mutually agreeable by both parties.

#### 5.14 Other Duties

The Contractor shall perform other duties within the scope of the Contract as required by the Director or his authorized designee.

#### 6 SCOPE OF SERVICES

#### 6.1 Work Requirements

**6.1.1** When work is requested, the requested work must be completed between 6 a.m. to 1:30 p.m., Monday through Friday, except County holidays at which time the service shall be done before or after such holiday.

There may be isolated instances when the Contractor may be required to work after normal working hours or on weekends. Work hours may be altered, when necessary, with the approval of the CA.

If more than one contractor is selected for these services, generally, the CA will contact the lowest cost Contractor first with requests for work; should the lowest cost Contractor fail to respond to a request for work, the next lowest cost Contractor will be selected to perform the services. The Department, in its sole discretion, may contact the first available Contractor able to respond to a request for work based on the needs of the Department. The Department does not guarantee any Contractor a minimum amount of work.

Emergent/unexpected work is excluded from the stated workdays and hours in this Section 6.1.1.

- **6.1.2** Upon Contract award, Contractor shall provide the Department with a list of all of the disposal and/or recycling sites to be used during the term of the Contract. Modifications to the list of disposal sites shall be first approved by the CA prior to the transportation of materials.
- **6.1.3** Other than prohibitions or limits imposed by Federal, State, County, or City requirements, there shall be no exclusions as to the types or quantities of hazardous materials that the Contractor may be required to pick-up and dispose.
- **6.1.4** Contractor shall provide advice, assistance and information regarding state agencies and their procedures for hazardous waste removal services when requested by the CA.
- **6.1.5** Contractor at no time shall drive on the sand and/or any County-operated beaches in accordance with Exhibit E (Department's Beach Driving and Vehicle Operation Policy No. 2918).
- **6.1.6** Contractor shall make all arrangements for profiling, loading, transporting and recycling materials, including laboratory material tests.

- **6.1.7** Contractor shall only use fully licensed and permitted recycling or disposal facilities in the performance of these Contract services.
- **6.1.8** All collected materials shall be disposed of in a manner that complies with all Federal, State, County and City laws and/or ordinances.

#### 6.2 Request for Work

- **6.2.1** Upon telephone contact from the Department's Contract Administrator for requested services, Contractor will be required to acknowledge and respond within 24 hours of being contacted and be ready to perform the services at the date and time as instructed by the Contract Administrator. If the contacted Contractor does not respond within 24 hours, the County will contact another contractor to complete the work.
- **6.2.2** No work shall be performed without prior authorization from the CA.

#### 7 SCOPE OF WORK

#### 7.1 90-Day Roundup of Waste Materials

## The 90-Day Roundup of hazardous waste materials at County sites shall occur at least every 90 days or as needed, when requested by the CA.

- **7.1.1 Collection.** Contractor shall receive a list of all hazardous materials similar to Exhibit D-1 (Sample Hazardous Waste Collection Totals) to collect at all Department service yards listed in Exhibit B (Department Facility Locations). The collected materials shall be disposed of in a manner that complies with all Federal, State, County and City laws and/or ordinances.
- **7.1.2 Disposal.** Contractor shall dispose of containers as well as waste materials. In the event that a drum/barrel is removed instead of vacuumed, contractor will replace with like drum/barrel. Contractor may also be requested to provide additional barrels.
- **7.1.3 Removal.** Contractor shall perform as-needed removal of petroleum hydrocarbon, semi-volatile and volatile organic compound, pesticide/herbicide, perchlorate, or metal-impacted soils and water that may be generated via environmental investigations and remediation performed by the Department. Removal will usually involve the loading and transporting of drummed soil and water, or the vacuuming of drummed water. Drums removed by the Contractor are to be recycled.
- **7.1.4 Debris.** Contractor shall remove and dispose of all debris derived from the hazardous and/or non-hazardous material removal services specified in the Work Order from County property at its own expense.
- **7.1.5 Disposal and Recycling.** Contractor shall dispose or recycle the containers in which the hazardous wastes were stored.

- **7.1.6** When required, Contractor is expected to load, remove and transport waste that may contain liquids. Roll-off bins or banker tanks should be used to ensure proper storage and removal.
- **7.1.7** For any hazardous materials or materials generated from environmental investigations or remediation, Contractor's field chemist/environmental assessor shall test, categorize, label and package any and all unknown substances in the most economically and efficient manner possible as advised by the CA, and if mutually agreeable to both parties, laboratory testing shall be performed by a qualified California State licensed laboratory.
- **7.1.8 Spillage.** If spillage occurs during removal or while the waste is in the possession of Contractor, Contractor shall perform any necessary cleaning of the Department's facilities and/or project job sites to restore them to a condition acceptable to the Department's CA at the Contractor's expense.

#### 7.2 Cleaning/Pump Out of Clarifier Tanks

#### On an as-needed basis, Contractor will be required to perform cleaning and pump out of hazardous and non-hazardous wastes at Department facilities.

- **7.2.1 Collection and Disposal.** Contractor shall collect and dispose of accumulated sand and debris in clarifier tanks at Department facilities as specified. The collected materials shall be disposed of in a manner that complies with all Federal, State, County and City laws and/or ordinances.
- **7.2.2** Contractor shall perform as-needed removal of sand/soils that may be contaminated with petroleum hydrocarbons, semi-volatile and volatile organic compounds, pesticides/herbicides, perchlorates, or other contaminants and water that are accumulated in the clarifier tanks at Department facilities due to vehicle/equipment cleaning. Removal will usually involve the vacuuming of accumulated sand and debris from clarifier tanks.
- **7.2.3** Contractor shall remove and dispose of all debris derived from the hazardous and/or non-hazardous material removal services specified in the Work Order from County property at its own expense.
- **7.2.4** Contractor shall recycle all materials unless unique disposal situations preclude recycling.
- **7.2.5** When required, Contractor shall be able to remove and dispose of hazardous waste materials stored in baker tanks or roll-off bins.
- **7.2.6** For any hazardous materials or materials generated from environmental investigations or remediation, Contractor's field chemist/environmental assessor shall test, categorize, label and package any and all unknown substances in the most economically and efficient manner possible as advised by the CA, and if mutually agreeable to both parties, laboratory

testing shall be performed by a qualified California State licensed laboratory.

- **7.2.7 Spillage.** If spillage occurs during removal or while the waste is in the possession of Contractor, Contractor shall perform any necessary cleaning of the Department's facilities and/or project job site to restore them to a condition acceptable to the Department's CA at the Contractor's expense.
- **7.2.8** Contractor shall have in their possession the proper tools and/or equipment needed to open metal grates to access the clarifiers and/or sand traps. These grates may be corroded due to the marine environment and difficult to pry open.

#### 7.3 Septic System Pump Out

On an as-needed basis, Contractor will be required to pump out and dispose of waste from septic systems at Department facilities.

- **7.3.1** Contractor shall pump out septic tanks at Department facilities as specified. The collected materials shall be disposed of in a manner that complies with all Federal, State, County and City laws and/or ordinances.
- **7.3.2** Removal of waste will usually involve the opening of the septic systems, which may include multiple chambers for each site (e.g., septic, recirculating, and sand tanks), vacuuming of contents and loading into proper containment for transportation to authorized waste treatment facilities. Removal will likely require use of a pressure washer or similar device to break up solids to allow for complete removal of waste. Contractor may need to vacuum the same site multiple times, or use multiple waste trucks, to adequately remove all waste.
- **7.3.3** Contractor shall remove and dispose of all waste specified in the Work Order from County property at its own expense.
- **7.3.4** If spillage occurs during removal or while the waste is in the possession of Contractor, Contractor shall perform any necessary cleaning of the Department's facilities and/or project job sites to restore them to a condition acceptable to the Department's CA at the Contractor's expense.
- **7.3.5** Contractor shall coordinate with CA to arrange for access to the specified locations and perform pump-outs during mid-week minimize interference with beach-going public.
- **7.3.6** Contractor may be required to coordinate with the Department's septic system maintenance Contractor to ensure the correct portions of the septic systems are pumped out. If Department personnel reviews the work performed and finds certain sites have not been adequately emptied, contractor will be required to return, at no additional cost to the County, and complete the pump outs before any invoices are paid.

# **7.3.7** Septic tanks and their locations that may require pump outs are noted in the table below:

	Facility Name	Address	Tanks to be Pumped
1	Dan Blocker Restroom	26200 Pacific Coast Highway Malibu, CA 90265	Pump septic: 5,670 gallons
2	Point Dume Restroom #1	6900 Westward Beach Rd, Malibu, CA 90265	Pump septic: 3,000 gallons
3	Point Dume Restroom #2	7100 Pacific Coast Highway, Malibu, CA 90265	Pump septic: 3,000 gallons
4	Point Dume Restroom #3	7180 Westward Beach Rd Malibu, CA 90265	Pump septic: 3,000 gallons
5	Malibu Surfrider Restroom	23060 Pacific Coast Highway, Malibu, CA 90265	Pump septic: 12,000 gallons
6	Zuma Beach Restroom #1	6799 Westward Beach Road, Malibu, CA 90265	Pump septic: 15,000 gallons
7	Topanga Beach Restroom	18720 Pacific Coast Highway, Malibu, CA 90265	Pump septic: 8,000 gallons
8	Zuma Beach Restroom #2	29600 Pacific Coast Highway, Malibu, CA 90265	Pump septic: 15,000 gallons
9	Zuma Beach Restroom #3	29750 Pacific Coast Highway, Malibu, CA 90265	Pump septic: 15,000 gallons
10	Zuma Beach Restroom #4	29850 Pacific Coast Highway, Malibu, CA 90265	Pump septic: 15,000 gallons
11	Zuma Beach Restroom #5	30056 Pacific Coast Highway, Malibu, CA 90265	Pump septic: 15,000 gallons
12	Zuma Beach Lifeguard HQ	30050 Pacific Coast Highway, Malibu, CA 90265	Pump septic: 6,840 gallons
13	Zuma Beach Restroom #6	30066 Pacific Coast Highway, Malibu, CA 90265	Pump septic: 15,000 gallons
14	Zuma Maintenance Yard	30100 Pacific Coast Highway, Malibu, CA 90265	Pump septic: 5,000 gallons
15	Zuma Beach Restroom #7	30180 Pacific Coast Highway, Malibu, CA 90265	Pump septic: 15,000 gallons
16	Zuma Beach Restroom #8	30300 Pacific Coast Highway, Malibu, CA 90265	Pump septic: 10,000 gallons
17	Zuma Beach Restroom #9	30490 Pacific Coast Highway, Malibu, CA 90265	Pump septic: 10,000 gallons
18	Royal Palms Restroom	1799 W Paseo del Mar, San Pedro, CA 90732	Pump septic: 2,000 gallons
L	1		1

#### 8 EMERGENT/UNEXPECTED WORK

The CA or his designee may authorize the Contractor to perform emergent/unexpected work (work outside of 90-day roundup of waste materials, cleaning/pump out of clarifier tanks or septic system pump out) when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, thirdparty negligence or when there is a threat to the health and safety of the public. Emergent/unexpected work shall not commence without written authorization from the CA.

#### 8.1.1 Emergencies

The CA may determine that an emergency or unforeseen incident jeopardizing health, safety or property requires special hazardous waste removal services. In the event of an emergency, County has the sole discretion to contact the first available Contractor able to respond to the emergency. When contacted, the Contractor shall acknowledge and respond to the CA within two hours of being contacted.

#### 9 TYPES OF HAZARDOUS WASTE

The following is a non-exhaustive list of hazardous wastes ranging from the most to least common type generated by the Department:

- 1. Fuels/Lubricants
  - a. Motor Oil
  - b. Used Fuel Filters
  - c. Used Oil Rags
  - d. Gasoline or Gasoline and Water
  - e. Diesel and Emulsion
  - f. Diesel or Diesel and Water
  - g. Electrical Insulating Oil
- 2. Paints
  - a. Water based Paint
  - b. Oil based Paint
- 3. Pesticides
  - a. Herbicides
  - b. Insecticides
- 4. Thinners
  - a. Paint Thinner
  - b. Lacquer Thinner
- 5. Cleaning solvents for engine degreasing
- 6. Contaminated containers and solids
- 7. Brake Fluid
- 8. Antifreeze/Coolant
- 9. Acid
- 10. Miscellaneous size waste batteries
- 11. Fluorescent Tubes

- 12. Asbestos Waste Products
  - a. Asbestos and Water (Vehicle Brake Washings)
  - b. Asbestos Pipe Scrap
  - c. Pipe and Roof Shingles
  - d. Tile
  - e. Insulation
- 13. Asphalt Products
  - a. Asphalt Cement
  - b. Emulsion
  - c. Road oil
- 14. Cathode Ray Tubes (CRT's)
- 15. Thermometers containing Mercury

## 10 TYPES OF NON-HAZARDOUS/HAZARDOUS WATER AND SOIL CONTAMINATION

The following is a list of contaminants that most likely will be picked up from the Department's facilities or projects:

- 1. Gasoline, diesel, and other petroleum hydrocarbons.
- 2. Volatile and semi-volatile organic compounds including benzene, toluene, ethyl benzene, xylenes, methyl tertiary butyl ether, trichloroethylene, and tetrachloroethylene.
- 3. Metals including antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, fluoride, lead, mercury, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc.
- 4. Pesticides, herbicides, perchlorate, and polychlorinated biphenyls (PCBs).
- 5. Sewage.
- 6. Sand.
- 7. Toner cartridges.

#### 11 FACILITIES, EQUIPMENT AND PARTS FURNISHED BY COUNTY

#### 11.1 Storage

During the term of the Contract or any extension period, the County will not provide storage facilities for the Contractor's equipment or supplies.

#### 11.2 Keys and Gate Cards

The County will provide the Contractor with all keys, gate cards, and parking passes that are required to gain access to the facilities. The CR shall report any lost or stolen key or gate cards to the CA within 24 hours of discovery of its loss. The Contractor shall reimburse the County for the cost of either re-keying or duplicating lost keys or cards as determined by the Director. All key and gate cards shall be returned to the CA upon Contract termination.

The Contractor shall not duplicate any key or gate card without the CA's prior written consent. Duplication of any key or gate card without this consent is a misdemeanor (Section 469 of the California Penal Code), in addition to being a breach of the Contract.

The Contractor shall not give keys to any County facility to a Subcontractor. Contractor shall assign someone to open and close entrance doors and stay with Subcontractors until the specific job is completed.

#### **11.3 Entrance to Beach Maintenance Yard**

Contractor will need to be escorted in and out of the Beach Maintenance Yard in Redondo Beach and at Knob Hill by County staff.

#### 12 LOGS AND REPORTS

- **12.1** Contractor shall submit with its invoice an itemized account of all hazardous waste collected and hourly labor and equipment rates on Exhibit C-1 (Removal of Hazardous Waste Form) in accordance with rates provided on Exhibit 10-1 (Pricing Sheet).
  - Type of hazardous waste collected;
  - Number, type, quantity and unit of containers used;
  - Indicate whether the container was removed or pumped from the site; and
  - Hourly labor and equipment rates for service requested.
- **12.2** Contractor shall provide to the CA copies of the Hazardous Waste Site Specified Manifest required to transport, store, transfer, and/or dispose of hazardous waste materials as required.
- **12.3** Contractor shall provide the CA with copies of all relevant paperwork such as non-hazardous manifest forms, Work Orders, facility weigh master certificates, and facility acceptance certificates, etc., when requested.

#### CONTRACT DISCREPANCY REPORT

то:
DATE ISSUED:
DATE DUE:
CONTRACT SERVICE:
DISCREPANCY PROBLEMS:
CONTRACTOR RESPONSE:
CONTRACTOR RESPONSE.
CONTRACTOR ACKNOWLEDGEMENT:
Signature of Contractor Representative: Date:
Signature of County Contract Administrator/Monitor: Date:
For County Use Only
COUNTY EVALUATION OF CONTRACTOR RESPONSE:
Satisfactory: Yes 🗌 No 📄 Follow-Up Needed: Yes 🗋 No 📄 Action Completed: Yes 🗋 No 📄
COUNTY ACTIONS:
Signature of County Contract Administrator/Monitor     Date

### PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	LIQUIDATED DAMAGES
CONTRACT: SUB-SECTION 5.8 – INVOICES & PAYMENTS	Contractor shall submit invoices by the 15 <sup>th</sup> of each month.	Review of Invoices	\$100 per occurrence
CONTRACT: SUB-SECTION 8.8. – COMPLIANCE W/COUNTY'S JURY SERVICE PROGRAM	Contractor shall have and adhere to a written policy meeting the County's Jury Service Program requirements.	Review of Records	\$50 per occurrence
CONTRACT: SUB-SECTION 8.24 – INSURANCE COVERAGE REQUIREMENTS	Contractor shall maintain required liability amounts and coverages.	Review of Insurance Certificates	\$100 per occurrence
CONTRACT: SUB-SECTION 8.28 – NONDISCRIMINATION AND AFFIRMATIVE ACTION	Contractor shall certify to, and comply with Form P-6, Contractor's EEO Certification.	Inspection of Files	\$50 per occurrence
CONTRACT: SUB-SECTION 8.38 – RECORD RETENTION & INSPECTION/AUDIT SETTLEMENT	Contractor shall maintain all required records as specified.	Inspection of Files	\$150 per occurrence
CONTRACT: SUB-SECTION 8.40 – SUBCONTRACTING	Contractor shall obtain County's written approval prior to subcontracting any work.	Observation	\$500 per occurrence
STATEMENT OF WORK: SECTION 4 – QUALITY ASSURANCE PLAN	Contractor shall respond to Contract Discrepancy Report within three working days.	Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-SECTION 5.3.1 – RESPONSIBILITIES - CONTRACTOR	Contractor shall designate a full-time employee as Contractor's Representative.	Observation & Documentation	\$100 per occurrence
STATEMENT OF WORK: SUB-SECTION 5.4 – RESPONSIBILITIES - CONTRACTOR	Contractor shall provide an authorized supervisor for the performance of the Contract.	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 5.7.1 – RESPONSIBILITIES - CONTRACTOR	Contractor's employees shall conduct themselves in a reasonable manner at all times	Observation & Documentation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 5.8 – RESPONSIBILITIES - CONTRACTOR	Contractor shall return calls or emails from the Department no later than the next business day.	Observation & Documentation	\$100 per occurrence

### PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	LIQUIDATED DAMAGES
STATEMENT OF WORK: SUB-SECTION 5.12 – SCOPE OF SERVICES	Contractor shall maintain all required licenses and certifications	Observation	\$500 per occurrence
STATEMENT OF WORK: SUB-SECTION 5.13 – SAFETY AND TRAINING	Contractor shall observe all safety and training requirements	Inspection & Observation	\$150 per occurrence
STATEMENT OF WORK: SUB-SECTION 6.1. – SCOPE OF SERVICES	Contractor shall perform requested work during required work hours	Observation	\$500 per occurrence
STATEMENT OF WORK: SUB-SECTION 6.1.2 - SCOPE OF SERVICES	Contractor shall provide Department with a list of all disposal and/or recycling sites to be used during the Contract	Observation & Documentation	\$150 per occurrence
STATEMENT OF WORK: SUB-SECTION 6.2. – SCOPE OF SERVICES	Contractor shall acknowledge and respond to requests for work within 24 hours of being contacted.	Observation	\$500 per occurrence
STATEMENT OF WORK: PARAGRAPH 7 – SCOPE OF WORK	Contractor shall perform all services as stated in Section 7.	Inspection & Observation	\$500 per occurrence
STATEMENT OF WORK: SUB-SECTION 8.0 – EMERGENT/UNEXPECTED WORK	Contractor shall provide emergent/unexpected work as requested and authorized by the CA.	Inspection & Observation	\$250 per occurrence
STATEMENT OF WORK: SUB-SECTION 11.2 – FACILITIES AND EQUIPMENT	Contractor shall report any lost or stolen keys or gate cards within 24 hours of its discovery.	Inspection & Observation	\$250 per occurrence
STATEMENT OF WORK: SUB-SECTION 12 – LOGS AND REPORTS	Contractor shall return all logs and reports as specified in Section 13.	Inspection & Observation	\$150 per occurrence

#### **EXHIBIT B - DEPARTMENT FACILITY LOCATIONS**

Marina del Rey	
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Via Dolce Yard	
4139 Dell Avenue	
Marina del Rey, CA 90292	
Contact Person: Jose Bedolla	
Contact Person: Jose Bedolla 424.526.7861 - Office	

Southern District
Manhattan Beach – Rosecrans Service Yard
3621 The Strand
Manhattan Beach, CA 90266
Contact Person: Angelica Carino
310.546.8500 - Office
310.420.6498 - Cell
District Manager: Darryl Pittman
310.901.3602 - Cell

Southern District
Redondo Beach – Knob Hill Service Yard
743 Esplanade
Redondo Beach, CA 90277
Contact Person: Art Avalos
310.543.1967 - Office
310.420.4293 - Cell
District Manager: Darryl Pittman
310.901.3602 - Cell

Southern District
Redondo Beach Warehouse
516 North Broadway
Redondo Beach, CA 90277
Contact Person: Carlos Rosales
424.526.7921 - Office
310.902.9804 - Cell

Central District
Venice Maintenance Yard
2300 Ocean Front Walk
Venice, CA 90291
<b>Contact Person: Steven Christopher</b>
310.827.4873 - Office
310.420.6124 - Cell
District Manager: John Carey Skinner
310.350.4435 - Cell

Northern District
Will Rogers Maintenance Service Yard
16300 Pacific Coast Highway
Pacific Palisades, CA 90272
Contact Person: Javier Castro-Gallegos
310.454.7962 - Office
909.268.7579 - Cell
District Manager: Edward Martinez
310.420.7378 - Cell

Northern District		
Zuma Beach Maintenance Service Yard		
30100 Pacific Coast Highway		
Malibu, CA 90265		
Contact Person: Kristian Thomas		
310.457.2009 - Office		
310.420.6254 - Cell		
District Manager: Edward Martinez		
310.420.7378 - Cell		

#### **REMOVAL OF HAZARDOUS WASTE**

**Service Provided:** (For example: 90-Day Roundup of Waste Materials)

	CONTA	INERS	TOTAL QUANTITY			TOTAL
DESCRIPTION	# of containers	Туре		UNIT (Weight/Volume)	REMOVE/PUMP	PRICE*
Example: Waste paint	2	Metal Drum	20	Gallons	Remove	\$1.00
*TOTAL MAXIMUM COMPENSATION:				\$		

TITLE	HOURLY RATE	HOURS	TOTAL PRICE
Project Manager	\$1.00	10	\$10.00
*TOTAL MAXIMUM COMPENSA			\$

\* Total Maximum Compensation must be in accordance with rates provided in Exhibit 10-1 (Pricing Sheet).

(Add additional pages if necessary.)

Date Work Order Received: \_\_\_\_\_

Date Services Completed: \_\_\_\_\_

\_\_\_\_\_

Contract No.

CONTRACTOR (signature)

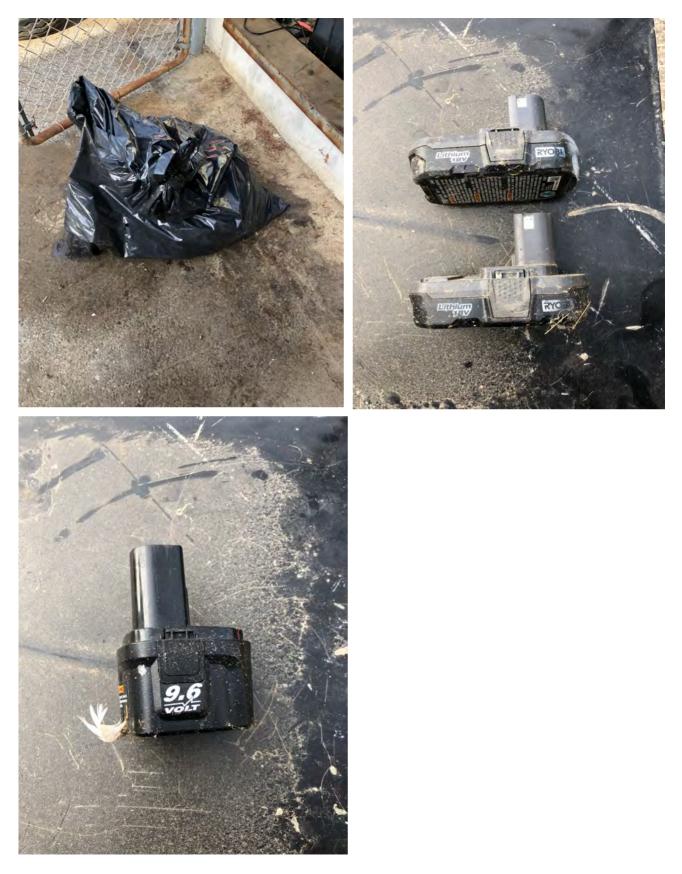
Name:		
Title:		
Date:		

Name of Maintenance Yard:	Zuma Service Yard	30100 Pacific Coast Highway Malibu, CA 90265
Hazardous Waste Materials	Approximate Quantities On Hand	Comments
Used Oil Filters	5	
Used Rags	10	
<u>Oil Buckets</u> How big and how full?	0	
<u>Plastic Containers</u> How big? Any contents?	0	
55 Gallon Drums - Used Oil Drums pumped out or drums replaced with new ones?	1/4 full	Pump out
Oil Absorbant	0	
<u>One Gallon Paint Cans</u> How Full? What kind of paint?	0	
<u>5 Gallon Paint Buckets</u> How Full? What kind of paint?	0	
Paint Buckets - Other than 1.8.5 gallon What size, how full, and what kinn of paint? Spray Paint Cans Empty or Full?	<b>AN/F</b>	Full (Rusty)
500 Gallon Hazardous Waste Container How many gallons need to be pumped out? What type of waste - oil, gas, mixture?	0	
Fluorescent Light Bulbs What type? How Long?	0	
Batteries What type? What size? Please estimate the weight of the battery disposal container if using.	3	Portable Drill - Lithium: 2 (18v) + 1 (9.6v)
<u>E-Waste</u> (Computers, monitors, printers, phones, light fixtures, etc.)	3	1 Compact Fridge 2 Dish Network Receivers
<u>Tools, Equipment</u> (Pumps, dispensers, chainsaws, etc.)	0	
<u>Other</u> (Anything else you want to dispose of)	1	Bio-Waste (Inside bag)

Vendor Signature:

#### SAMPLE Hazardous Waste Collection Totals For One Month

Exhibit D-1









Name of Maintenance Yard: Will Rogers Service Yard

16300 Pacific Coast Hwy Pacific Palisades 90272

Hazardous Waste Materials	Approximate Quantities On Hand	Comments
Used Oil Filters	6	
Used Rags	30	
<u>Oil Buckets</u> How big and how full?	3 empty Size 1 Gal	
<u>Plastic Containers</u> How big? Any contents?		
<u>55 Gallon Drums - Used Oil</u> Drums pumped out or drums replaced with new ones?	(1) 1/2 full	
Oil Absorbant		
<u>One Gallon Paint Cans</u> How Full? What kind of paint?	(2) 1/4 full	
<u>5 Gallon Paint Buckets</u> How Full? What kind of paint?	(5) 1/4 full	
Paint Buckets - Other than 1 & 5 gallon What size, how full, and what Kinn of paint? Spray Paint Cans Empty or Full?		PLE
500 Gallon Hazardous Waste Container How many gallons need to be pumped out? What type of waste - oil, gas, mixture?		
<u>Fluorescent Light Bulbs</u> What type? How Long?	22 (3 FT tall)	
Batteries What type? What size? Please estimate the weight of the battery disposal container if using.		
<u>E-Waste</u> (Computers, monitors, printers, phones, light fixtures, etc.)		If items have a red tag, please use Red Tag Worksheet to list items and their numbers.
<u>Tools, Equipment</u> (Pumps, dispensers, chainsaws, etc.)		If items have a red tag, please use Red Tag Worksheet to list items and their numbers.
<u>Other</u> (Anything else you want to dispose of)		

Vendor Signature:

Name of Maintenance Yard: Venice Beach

2300 Ocean Front Walk Venice, 90291

[		
Hazardous Waste Materials	Approximate Quantities On Hand	Comments
Used Oil Filters	10	
Used Rags	20	
<u>Oil Buckets</u> How big and how full?	0	
<u>Plastic Containers</u> How big? Any contents?	5 - 55 gallon drums	empty
<u>55 Gallon Drums - Used Oil</u> Drums pumped out or drums replaced with new ones?	1 - replaced	
Oil Absorbant	1 - bag	
<u>One Gallon Paint Cans</u> How Full? What kind of paint?	10	
<u>5 Gallon Paint Buckets</u> How Full? What kind of paint?	0	
Paint Buckets - Other than 1 & 5 gallon What size, how full, and what Kinn of paint? Spray Paint Cans Empty or Full?	<b>\N∕IF</b>	PLE
500 Gallon Hazardous Waste Container How many gallons need to be pumped out? What type of waste - oil, gas, mixture?	0	
Fluorescent Light Bulbs What type? How Long?	15	
Batteries What type? What size? Please estimate the weight of the battery disposal container if using.	0	
<u>E-Waste</u> (Computers, monitors, printers, phones, light fixtures, etc.)	3 - pole light fixtures	If items have a red tag, please use Red Tag Worksheet to list items and their numbers.
<u>Tools, Equipment</u> (Pumps, dispensers, chainsaws, etc.)	hydraulic jack	If items have a red tag, please use Red Tag Worksheet to list items and their numbers.
Other (Anything else you want to dispose of) Vendor Signature:	0	

Vendor Signature:

## 4139 Dell AveName of Maintenance Yard: Via Dolce Marina Maintenance Yard4139 Dell AveMarina del Rey, CA 90292

	Approximate Quantities	
Hazardous Waste Materials	On Hand	Comments
Used Oil Filters		
Used Rags		
<u>Oil Buckets</u> How big and how full?		
<u>Plastic Containers</u> How big? Any contents?		
<u>55 Gallon Drums - Used Oil</u> Drums pumped out or drums replaced with new ones?		
Oil Absorbant		
<u>One Gallon Paint Cans</u> How Full? What kind of paint?		
<u>5 Gallon Paint Buckets</u> How Full? What kind of paint?		
Paint Buckets - Other than <b>35</b> 5 100 What size, how full, and w at kind of paint? Spray Paint Cans Empty or Full?	MPL	
<u>500 Gallon Hazardous Waste Container</u> How many gallons need to be pumped out? What type of waste - oil, gas, mixture?		
<u>Fluorescent Light Bulbs</u> What type? How Long?	30 4' T8 & T12 mixed	Mixed T8 & T 12 approximately 30
<u>Batteries</u> What type? What size? Please estimate the weight of the battery disposal container if using.		
<u>E-Waste</u> (Computers, monitors, printers, phones, light fixtures, etc.)	1-Touch Station 1-Paper Shredder	If items have a red tag, please use Red Tag Worksheet to list items and their numbers.
<u>Tools, Equipment</u> (Pumps, dispensers, chainsaws, etc.)	1 Honda Generator,2 Honda Water Pumps	If items have a red tag, please use Red Tag Worksheet to list items and their numbers.
<u>Other</u> (Anything else you want to dispose of) Vendor Signature:	1-Canopy 1-Table	

Vendor Signature:



















Name of Maintenance Yard: Dockweiler Beach

8255 Vista del Mar Playa del Rey, CA 90293

Hazardous Waste Materials	Approximate Quantities On Hand	Comments	
Used Oil Filters	6		
Used Rags	40	three bags	
<u>Oil Buckets</u> How big and how full?	9 - 5 gallon	hydro - oil	
<u>Plastic Containers</u> How big? Any contents?	3 gallon	thinner	
<u>55 Gallon Drums - Used Oil</u> Drums pumped out or drums replaced with new ones?	5 -55 gallon drum	empty 5-30 oil & hydro	
Oil Absorbant	1 - bag		
<u>One Gallon Paint Cans</u> How Full? What kind of paint?			
<u>5 Gallon Paint Buckets</u> How Full? What kind of paint?	0		
Paint Buckets - Other than 1 & 5 gallon What size, how full, and what Rine of paint? Spray Paint Cans Empty or Full?	<b>\</b> MF	PLE	
500 Gallon Hazardous Waste Container How many gallons need to be pumped out? What type of waste - oil, gas, mixture? Fluorescent Light Bulbs	tank pump		
What type? How Long?			
Batteries What type? What size? Please estimate the weight of the battery disposal container if using.	5	small electronic e waste	
<u>E-Waste</u> (Computers, monitors, printers, phones, light fixtures, etc.)	various circuit boards, light fixtures. Ballas 1-Microwave		
<u>Tools, Equipment</u> (Pumps, dispensers, chainsaws, etc.)			
Other (Anything else you want to dispose of) Vendor Signature:	2 containers. Sharp / syringes.		

Vendor Signature:

#### Exhibit D-1



Name of Maintenance Yard: Manhattan/Rosecrans Service Yard

3621 The Strand Manhattan Beach 90266

Hazardous Waste Materials	Approximate Quantities On Hand	Comments
Used Oil Filters	5	
Used Rags	32	5 gallon bag full
<u>Oil Buckets</u> How big and how full?	0	
<u>Plastic Containers</u> How big? Any contents?	0	
<u>55 Gallon Drums - Used Oil</u> Drums pumped out or drums replaced with new ones?	1	1/2 of the drum
Oil Absorbant	0	
<u>One Gallon Paint Cans</u> How Full? What kind of paint?	0	
<u>5 Gallon Paint Buckets</u> How Full? What kind of paint?	0	
Paint Buckets - Other than 1 & 5 gallon What size, how full, and what Kine of paint?		
Spray Paint Cans Empty or Full?		
500 Gallon Hazardous Waste Container How many gallons need to be pumped out? What type of waste - oil, gas, mixture?	0	
<u>Fluorescent Light Bulbs</u> What type? How Long?	0	
Batteries What type? What size? Please estimate the weight of the battery disposal container if using.	0	
<u>E-Waste</u> (Computers, monitors, printers, phones, light fixtures, etc.)		If items have a red tag, please use Red Tag Worksheet to list items and their numbers.
<u>Tools, Equipment</u> (Pumps, dispensers, chainsaws, etc.)	0	If items have a red tag, please use Red Tag Worksheet to list items and their numbers.
<u>Other</u> (Anything else you want to dispose of) Vendor Signature:	0	

Vendor Signature: Date: Name of Maintenance Yard: Warehouse Yard

516 N. Broadway Redondo Beach, CA 90277

	Approximate Quantities	
Hazardous Waste Materials	On Hand	Comments
Used Oil Filters		
Used Rags		
<u>Oil Buckets</u> How big and how full?		
<u>Plastic Containers</u> How big? Any contents?		
55 Gallon Drums - Used Oil Drums pumped out or drums replaced with new ones?		
Oil Absorbant		
<u>One Gallon Paint Cans</u> How Full? What kind of paint?		
<u>5 Gallon Paint Buckets</u> How Full? What kind of paint?		
Paint Buckets - Other than 1 & 5 gallon What size, how full, and what kind of paint? Spray Paint Cans Empty or Full?	<b>MP</b>	LE
500 Gallon Hazardous Waste Container How many gallons need to be pumped out? What type of waste - oil, gas, mixture?	Flourescent tubes (6) 4ft long (6) 2Ft long	
Fluorescent Light Bulbs What type? How Long?		
Batteries What type? What size? Please estimate the weight of the battery disposal container if using.	(10) Lamp ballasts	
<u>E-Waste</u> (Computers, monitors, printers, phones, light fixtures, etc.)		If items have a red tag, please use Red Tag Worksheet to list items and their numbers.
<u>Tools, Equipment</u> (Pumps, dispensers, chainsaws, etc.)		If items have a red tag, please use Red Tag Worksheet to list items and their numbers.
<u>Other</u> (Anything else you want to dispose of) Vendor Signature:		

Vendor Signature: Date: Name of Maintenance Yard: Redondo/Knob Hill Service Yard516 N. Broadway RedondoBeach, CA 90277

		-
Hazardous Waste Materials	Approximate Quantities On Hand	Comments
Used Oil Filters	4	
Used Rags	20	Gallon Bucket
<u>Oil Buckets</u> How big and how full?		
<u>Plastic Containers</u> How big? Any contents?		
<u>55 Gallon Drums - Used Oil</u> Drums pumped out or drums replaced with new ones?	1	Half Full Used Oil
Oil Absorbant		
<u>One Gallon Paint Cans</u> How Full? What kind of paint?		
<u>5 Gallon Paint Buckets</u> How Full? What kind of paint?		
Paint Buckets - Other than 1 & 5 gallon What size, how full, and what Kinn of paint? Spray Paint Cans Empty or Full?	<b>AMF</b>	ΡLΕ
500 Gallon Hazardous Waste Container How many gallons need to be pumped out? What type of waste - oil, gas, mixture?		
<u>Fluorescent Light Bulbs</u> What type? How Long?	6-8ft	Westinghouse Cool White and Sylvania
Batteries What type? What size? Please estimate the weight of the battery disposal container if using.	0	
<u>E-Waste</u> (Computers, monitors, printers, phones, light fixtures, etc.)	0	If items have a red tag, please use Red Tag Worksheet to list items and their numbers.
<u>Tools, Equipment</u> (Pumps, dispensers, chainsaws, etc.)	0	If items have a red tag, please use Red Tag Worksheet to list items and their numbers.
Other (Anything else you want to dispose of) Vondor Signaturo:	Water Heater 1	Bradford White

Vendor Signature:

A REACHES THO HARBORS	DEPARTMENT OF BEACHES AND HARBORS	Policy No. 2918 Date 8-30-99
	BEACH DRIVING AND VEHICLE OPERATION	
Page 1 of 5	Approved by Some Mail	Date of last revision: 7-30-01

#### SUBJECT: BEACH DRIVING AND VEHICLE OPERATION

#### 1.0 INTRODUCTION/PURPOSE

The purpose of this Policy/Procedure is to establish guidelines for safe driving on County-owned or operated beaches, bike paths, and parking lots.

#### 2.0 POLICY

- 2.1 All beach patrons have the right-of-way on beaches, bike paths, and parking lots.
- 2.2 The maximum speed while driving on the beach or in the parking lots is10 M.P.H., and only when conditions allow. The maximum speed while driving on the bike path is 5 M.P.H., and only when conditions allow.
- 2.3 The Facilities and Property Maintenance Division (FPM) is responsible for offhighway and mileage vehicles on beaches, bike paths, and parking lots. Offhighway vehicles are defined as dump trucks, trash trucks, tractors, selfpropelled sanitizers, water trucks, wheel loaders, and tracklaying equipment. Mileage vehicles are defined as pick-up trucks, sports utility vehicles, vans, and stake bed trucks.
- 2.4 Employees holding the positions of Power Equipment Operator and Utility Tractor Operator are required to maintain a valid Class "A" California Driver License. Refuse Truck and Medium Truck Drivers are required to maintain a valid Class "B" California Drivers License. Mileage vehicle drivers are required to maintain a valid Class "C" California Driver License.
- 2.5 Heavy equipment operators are required to wear earmuffs to mitigate the noise level(s) generated during vehicle operation. Usage of audio headphones is not permitted.
- 2.6 Employees whose positions require driving off-highway or mileage vehicles on beaches, bike baths, and parking lots are required to attend Department-sponsored driving programs each year.
- 2.7 Employees are forbidden to drive under the influence of alcohol and/or drugs. The use of prescribed drugs to such an extent that safe and effective performance is impaired is also prohibited (see Department Policy #2117).
- 2.8 Off-highway or mileage vehicles may be used on County business only and not to transport unauthorized persons, materials, or equipment.

Policy No. 2918 Beach Driving and Vehicle Operation 8-30-99 Page 2 of 5

- 2.9 Employees shall wear seat belts while operating an off-highway or mileage vehicle.
- 2.10 Employees are required to follow defensive driving practices established for their protection and that of fellow employees and the public.
- 2.11 All vehicles shall have back-up alarms, with no exceptions. If a vehicle's backup alarm is not working, the vehicle shall not be driven.
- 2.12 Vehicles shall not drive on man-made sand berms.

#### 3.0 **PROCEDURES**

- 3.1 Driving on the beach
  - 3.1.1 Employees are required to inspect the off-highway or mileage vehicle prior to driving and report to their immediate supervisors evidence of vandalism or accident damage to the vehicle and/or evidence of any mechanical defect that could impair the safe operation of the vehicle (refer to Department Policy #2914 for preventative maintenance program). If the vehicle is potentially unsafe, it should not be driven, and its condition should be reported to the immediate supervisor.
  - 3.1.2 Tire pressure for driving vehicles on the sand shall range between 18 psi and 20 psi and shall be maintained until inflation is required for highway driving.
  - 3.1.3 When the vehicle is parked, an orange safety cone should be placed approximately five (5) feet both in front and behind the unit's bumpers. This will force the driver to walk around the vehicle before operating it, in order to notice any obstacles or people around the unit.
  - 3.1.4 Operators and drivers must report, in writing, all mechanical defects noted during the vehicle operation. Stop driving immediately when: (1) the engine overheats; (2) it has a flat tire; (3) there is no steering; or (4) there is a fire.
  - 3.1.5 Man-made and natural sand berms.
    - 3.1.5.1 Vehicles shall not drive on man-made sand berms. Operators and drivers shall use extreme caution when driving through the access voids of man-made berms and shall repeatedly apply their horns while entering and exiting the site.
    - 3.1.5.2 Vehicles shall avoid ascending or descending natural berms. There can be a drop where the sand has eroded or been cut off by the surf. If a natural berm must be ascended, the driver should stop the vehicle, survey the area, and proceed only when safe.
    - 3.1.5.3 When ascending or descending a natural berm, do not drive

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> straight up or down the berm. Instead, the driver should position the vehicle at a 45-degree angle, ensuring that the uphill portion of the berm is on the driver's side.

- 3.1.5.4 Be aware of children playing near or around berms. Always check visibility from inside the vehicle at the top of the natural berm before beginning a descent.
- 3.1.6 Vehicle backing up shall be avoided whenever possible. If backing up is unavoidable, the driver should have a co-worker stand behind the vehicle to guide the vehicle back. If driving alone, the driver should employ other options such as: proceeding forward and turning around, or getting out of the vehicle, checking the area, and backing up slowly using extreme caution.
- 3.1.7 Driving on a jetty without a co-worker who can stand behind the vehicle and guide it when the driver backs up is prohibited.
- 3.1.8 Extreme caution must be exercised while driving on the beach. Beach patrons may not be aware of a vehicle's presence. Small children tend to run in front of the unit, and caretakers have a tendency to bolt in front of the unit to protect the child.
- 3.1.9 Storm drains also present driving hazards. Ascending or descending a drainage ditch should not be attempted unless the driver can clearly see that no one is in the vehicle's path. The vehicle should be positioned so that any attempt will be at a slight angle. Ditches and running storm drain water are notorious for soft sand. These areas should be avoided as much as possible, since it is easy to get stuck in the sand. Driving through water should be avoided to the extent possible.
- 3.1.10 Under normal weather conditions, vehicles on the sand shall not travel at an unsafe speed. Maximum speed is ten (10) M.P.H. for all vehicles except for trash trucks and dump trucks which shall not exceed 15 M.P.H.
- 3.1.11 When traveling past pier pilings or other obstructions, a driver should be particularly careful about viewing the area given that such obstructions will hamper the driver's ability to see. Children darting from crowds or covered by sand are of particular concern.
- 3.1.12 When driving on the beach, driving over boards or any other objects shall be avoided.
- 3.1.13 Whenever operating an off-highway or mileage vehicle, the operator is responsible for maintaining the headlights in the "on" position.
- 3.1.14 When operating a vehicle at night, the operator should drive on the hard sand closest to the shoreline and use the vehicle's high beams and headlights to locate holes and drainage ditches, as well as beach patrons.

Policy No. 2918 Beach Driving and Vehicle Operation 8-30-99 Page 4 of 5

- 3.2 Shifting into four-wheel drive
  - 3.2.1 Vehicle operators should enter four-wheel drive when leaving the hard top, being certain to shift into the "H" range from wheel drive.
  - 3.2.2 The correct procedure for shifting from two-wheel to four-wheel drive is to stop the vehicle, maintain the wheels in a straight (not turned) position, and shift gear into four-wheel drive before continuing to drive forward. Locking hubs are automatic.
  - 3.2.3 To shift from four-wheel to two-wheel drive, stop the vehicle, shift gear to two-wheel drive, and drive in reverse for one meter (approximately 3 feet) to unlock the hubs. After a click is heard, the driver may proceed forward. When backing up, a co-worker, if present, should stand behind the vehicle to guide the driver.
- 3.3 Vehicle stuck in the sand
  - 3.3.1 If a vehicle is bogged down in the sand, the driver should slow down using a lower gear and rock forward and backward. Once the vehicle starts to move, even accelerator pressure should be used to proceed safely.
  - 3.3.2 The gas pedal should not be punched while trying to free a vehicle from the soft sand and/or a rut. If progress is not being made, some air pressure from the tires should be relieved. Be sure to restore the tire pressure later.
- 3.4 Driving on the bike bath
  - 3.4.1 The bike path should be driven on only when safe at a maximum speed of 5 M.P.H. While driving on the bike bath, vehicle flashers and headlights shall be on.
  - 3.4.2 All drivers shall stop their vehicle and look in both directions before crossing the bike bath. Proceed only when safe, and maintain a distance of at least three car lengths between the vehicle and the next moving object (pedestrian, cyclist, roller skater, etc.)
  - 3.4.3 Off-highway and mileage vehicles are permitted to cross the bike path only when safe and when there is no other beach access available.
  - 3.4.4 The Department's beach restroom cleaning contractor is the only private contractor permitted to use the bike path at Torrance and Redondo Beaches between the hours of 12:00 midnight and 6:00 a.m. when conditions allow and it is safe.
  - 3.4.5 All vehicles are restricted from using any of the vehicle ramps at Torrance and Redondo Beaches. Vehicles and equipment must enter and exit from the Redondo Pier Bike Path at Torrance Blvd.

- Policy No. 2918
   Beach Driving and Vehicle Operation
   8-30-99
   Page 5 of 5
  - 3.5 Driving in County Parking Lots
    - 3.5.1 Maintain a safe speed of no more than 10 M.P.H. Be aware of people, animals, and foreign objects.

**APPROVED:** 

Director or Authorized Representative

- 2001

Date

EMcD:gs Attachments PP2918

#### **COUNTY'S ADMINISTRATION**

CONTRACT NO. \_\_\_\_\_

#### COUNTY PROJECT DIRECTOR:

Name:	Carol Baker
Title:	Deputy Director
Address:	13837 Fiji Way
	Marina del Rey, CA 90292
Telephone:	(424) 526-7774
Email Address:	CBaker@bh.lacounty.gov

#### COUNTY'S CONTRACT ADMINISTRATOR

Kenneth Foreman	
Division Chief	
13483 Fiji Way, Trailer #1	
Marina del Rey, CA 90292	
(424) 526-7840	
KForeman@bh.lacounty.gov	
Maria Romero	
Assistant Division Chief	
13483 Fiji Way, Trailer #1	
Marina del Rey, CA 90292	
(424) 526-7841	
MRomero@bh.lacounty.gov	
Shaylisa Jones	
Administrative Services Manager I	
13483 Fiji Way, Trailer #1	
Marina del Rey, CA 90292	
(424) 526-7846	
SJones@bh.lacounty.gov	

### **CONTRACTOR'S ADMINISTRATION**

CONTRACTOR'S NAME:				
CONTRACT NO:				
CONTRACTOR'S CONTRACT R	EPRESENTATIVE:			
Name:				
Title:				
Address:				
Telephone:				
E-Mail Address:				
CONTRACTOR'S AUTHORIZED	OFFICIAL(S)			
Name:				
Title:				
Address:				
Telephone:				
E-Mail Address:				
Name:				
Title:				
Address:				
Telephone:				
E-Mail Address:				
Notices to Contractor shall be s	ent to the following:			
Name:				
Title:				
Address:				
Telephone:				
E-Mail Address:				

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

Any fire station. Any hospital. Any time.



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

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

#### FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.

 You must leave your newborn with a fire station or hospital employee.

 You don't have to provide your name.

You will only be asked to voluntarily provide a medical history.

5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame No blame No names



#### ABOUT THE BABY SAFE SURRENDER PROGRAM

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

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

#### No shame | No blame | No names

ANY FIRE STATION. ANY HOSPITAL. ANY TIME. 1.877.222.9725 BabySafeLA.org

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





#### FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

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

#### **ANSWERS TO YOUR QUESTIONS**

Who is legally allowed to surrender the baby? Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

## Do you need to call ahead before surrendering a baby?

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

#### What information needs to be provided?

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

#### What happens to the baby?

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

## What happens to the parent or surrendering adult?

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

#### How can a parent get a baby back?

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

#### If you're unsure of what to do:

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

1.877.222.9723 or BabySafeLA.org

#### CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

#### CONTRACTOR NAME

Contract No.

#### **GENERAL INFORMATION:**

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

#### CONTRACTOR ACKNOWLEDGEMENT:

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

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

#### CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE:	DATE:	//
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PRINTED NAME:		POSITION:	
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## BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter	□ Board Memo	□ Other
CLUSTER AGENDA REVIEW DATE	1/10/2024	
BOARD MEETING DATE	2/6/2024	
SUPERVISORIAL DISTRICT AFFECTED	□ All ⊠ 1 <sup>st</sup> ⊠ 2 <sup>nd</sup> □ 3 <sup>rd</sup> ⊠ 4 <sup>th</sup> □ 5 <sup>th</sup>	
DEPARTMENT(S)	LA County Library	
SUBJECT	Award Contract for Landscape and Grounds Maintenance S Libraries within Areas 3, 4, and 5	Services for LA County
PROGRAM	County Library	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🛛 Yes 🗌 No	
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	Current contract will expire on February 29, 2024.	
COST & FUNDING	Total cost:       Funding source:         \$2,391,919.20       Library's Fiscal Year 2023-24 Ope         Area 3 \$791,208.00;       Library's Fiscal Year 2023-24 Ope         Area 4 \$820,274.40;       Area 5 \$780,436.80         TERMS (if applicable):       Final fill (6) month term	erating Budget
	Five (5) year and six (6) month term Explanation:	
PURPOSE OF REQUEST	Approve the proposed contract with Sepco Earthscape, Inc grounds maintenance services at 31 library facilities located Landscape and Grounds Maintenance Services Area 3, Are	within LA County Library's
BACKGROUND (include internal/external issues that may exist including any related motions)	Landscape and grounds maintenance services are essential providing a safe and welcoming environment to the commu with Sepco Earthscape, Inc. for landscape and grounds ma 3, Area 4, and Area 5 will expire on February 29, 2024. On County Library released a Request for Proposal for Landsc Maintenance Services Area 3, Area 4, and Area 5. On Octo Library received a total of two proposals. The proposals sub Earthscape, Inc. were the highest ranked of the proposals of	al to the Library's goal of nity. The current contract intenance services for Area September 14, 2023, LA ape and Grounds ober 10, 2023, LA County omitted by Sepco
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ⊠ No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	Yes No If Yes, please state which one(s) and explain Sustainability: Approval of the grant award supports the v more livable, economically stronger, more equitable, and m public infrastructure that will enhance cultural, recreational for County residents and visitors.	vision of making the County nore resilient, by investing in
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Grace Reyes (Library), Administrative Deputy, (562) 940-84 greyes@library.lacounty.gov	106,



#### LA COUNTY LIBRARY

7400 Imperial Hwy, Downey, CA 90242 | 562.940.8400



SKYE PATRICK Library Director

February 6, 2024

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

**Dear Supervisors:** 

COUNTY OF LOS ANGELES SUPERVISORS

HILDA L. SOLIS 1st District

HOLLY J. MITCHELL 2nd District

LINDSEY P. HORVATH Chair, 3rd District

> JANICE HAHN 4th District

KATHRYN BARGER 5th District

### AWARD CONTRACT FOR LANDSCAPE AND GROUND MAINTENANCE SERVICES FOR LA COUNTY LIBRARIES WITHIN AREAS 3, 4 AND 5 (SUPERVISORIAL DISTRICTS 1, 2, AND 4) (3 VOTES)

#### **SUBJECT**

Approve the proposed contract with Sepco Earthscape, Inc. to provide landscape and ground maintenance services at LA County Library facilities.

#### IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Find that the proposed actions are not a project under the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, Section 15378.
- 2. Find that landscape and ground maintenance services for LA County Library facilities can be performed more economically by an independent contractor than by County employees.
- Approve and instruct the Chair to sign one (1) contract to provide landscape and ground maintenance services with Sepco Earthscape, Inc., for a maximum period of five (5) years and six (6) months for a total of \$ 2,391,919.20 for the contract. The contract will become effective upon your Board's approval or March 1, 2024, whichever is later.
- 4. Authorize and delegate authority to the County Librarian, or designee, to execute amendments to exercise renewal options, to increase or decrease the number or size of facilities or the days of service and to adjust the Contract Sum, accordingly.

LACOUNTYLIBRARY.ORG

### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Historically, the Library has provided landscape and ground maintenance services through Boardapproved contracts. The current contract with Sepco Earthscape, Inc. will expire on February 29, 2024.

Approval of the recommended actions will allow Library to continue to provide landscape and ground maintenance services for all the library facilities detailed in Attachment A. The recommended actions are submitted based upon a finding that the services can be performed more economically by an independent contractor. The proposed contract will become effective upon your Board's approval or March 1, 2024, whichever is later.

The total contract amounts for the five (5) years and six (6) months are detailed below:

Sepco Earthscape, Inc.	Total
Area 3	\$791,208.00
Area 4	\$820,274.40
Area 5	\$780,436.80
Grand Total	\$2,391,919.20

The contract is subject to an annual living wage rate increase.

### Implementation of Strategic Plan Goals

The County Strategic Plan directs the provisions of Strategy II.2, Support the Wellness of our Communities, Objective II.2.2, Expand Access to Recreational and Cultural Opportunities, and Strategy III.3, Pursue Operational Effectiveness, Fiscal responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets. The recommended actions support the Strategic Plan by investing in public infrastructure that will enhance cultural, recreational, and learning opportunities for County residents and visitors, and improve the operational effectiveness of an existing County asset.

### FISCAL IMPACT/FINANCING

Under the terms of the recommended agreement, the Contractor will provide landscape and ground maintenance services over a term of five (5) years and six (6) months.

Funding for the annual contract sum of \$434,894.40 for the first year of this contract is included in the Library's Fiscal Year 2023-24 Operating Budget, detailed below by Area:

Sepco Earthscape, Inc.	Total
Area 3	\$143,856.00
Area 4	\$149,140.80
Area 5	\$141,897.60
Grand Total	\$434,894.40





The use of services will be based on actual need. If no such need arises, the contract amount and funding will not be used or expended. The proposed contracts are subject to an annual living wage rate increase.

The recommended contractor's annual fee represents a cost savings over the estimated County cost (including start-up costs), to perform similar services for the first year, as detailed below:

Sepco Earthscape, Inc.	% Savings
Area 3, Area 4, and Area 5	60 %

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.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Representatives of SEIU Local 721 were notified and did not require a meeting with the Library regarding the proposed contract.

Landscape and ground maintenance services for Area 3, Area 4, and Area 5 have been performed by Sepco Earthscape, Inc. since September 1, 2018, and the contract will expire on February 29, 2024.

Under the provisions of Section 2.121.250 through Section 2.121.420 of the Los Angeles County Code, proposals were solicited for the provision of landscape and ground maintenance services. All requirements of County Code Section 2.121.380 have been met and there is no conflict of interest.

The proposed contracts comply with the mandatory living wage requirements as set forth in Los Angeles County Code Chapter 2.201 (Living Wage Program). The Department has evaluated and determined that the contractors fully comply with the requirements of the Living Wage Program and the contractors have certified that they will comply with all terms, conditions, and requirements of the County's Living Wage Program and agree to pay full-time employees providing County services a living wage. There is no impact to current County employees.

In the final analysis and consideration of the awards, the recommended contractors were selected without regard to gender, race, color, creed, or national origin.

The proposed contracts contain a provision that requires the contractors to give first consideration for any employment openings to qualified permanent County employees who are targeted for layoffs or on the County's re-employment list during the life of the contracts. The recommended contractors further agree to comply with all County standard terms and conditions, including indemnification and insurance requirements, Child Support Compliance Program, Defaulted Property Tax Reduction Program, Jury Service Program, and the Safely Surrendered Baby Law. The Contractors are in compliance with all Board, Chief Executive Office, and County Counsel's





requirements. Additionally, the contracts contain performance standards, including liquidated damages for substandard and/or non-performance.

The attached contract (Attachment B) has been reviewed and approved as to form by County Counsel and will commence upon the Board's approval or March 1, 2024, whichever is later.

### CONTRACTING PROCESS

On September 14, 2023, LA County Library released a Request for Proposal (RFP). The RFP was posted on the County's "Doing Business with Us" web site (Attachment C) and sent to vendors listed in the County Office of Affirmative Action Compliance's Community Business Enterprise (CBE) Database (Attachment D). Advertisements were also placed in the *Los Angeles Times, Long Beach Press-Telegram, and San Gabriel Valley Tribune.* 

On October 10, 2023, LA County Library received a total of two proposals for Area 3, Area 4, and Area 5. No Proposals were disqualified for being non-responsive. Proposals for Mariposa Landscapes, Inc. and Sepco Earthscape, Inc. were evaluated utilizing the informed averaging scoring method and rated on the following criteria: proposer's qualifications; proposer's approach to providing required services; proposer's quality control plan; and cost. The Proposers' past performance was also reviewed. All related evaluation materials and scoring documents were retained.

The recommended contractor, Sepco Earthscape, Inc. met the minimum RFP requirements, and the proposals were complete. The proposal demonstrated that the proposer has a good understanding of the scope of work to be performed, the complexity of the service requirements, and possessed verifiable experience providing the required services. Sepco Earthscape, Inc. was the highest ranked for all areas.

### **ENVIRONMENTAL DOCUMENTATION**

The recommended actions are not subject to the California Environmental Quality Act (CEQA) because they do not constitute a project according to Section 15378 of CEQA.

### IMPACT ON CURRENT SERVICES

The award of this contract will allow the Library to continue to provide landscape and ground maintenance services for all the library facilities.

### CONCLUSION

Please return to LA County Library the adopted Board Letter and fully conformed contracts.

If there are any questions or a need for additional information, please contact me at (562) 940-8400.





Respectfully submitted,

SKYE PATRICK County Librarian

SP:YP:GR:EM

Enclosures

c: Chief Executive Office County Counsel





## ATTACHMENT A

## LIST OF LIBRARIED BY SUPERVISORY DISTRICT

## **31 LIBRARY FACILITIES**

### First District

Hollydale Library Leland R. Weaver Library

### Second District

A.C. Bilbrew Library Carson Library Compton Library Culver City Julian Dixon Library Dr. Martin Luther King Jr. Library East Rancho Dominguez Library Florence Library Complex Gardena Mayme Dear Library Graham Library Hawthorne Library Holly Park IT Service Center Lawndale Library Lennox Library Complex Lynwood Library Masao W. Satow Library View Park Bebe Moore Campbell Library Wiseburn Library Woodcrest Library

#### Third District None

## **Fourth District**

Angelo M. Iacoboni Library Avalon Library Clifton M. Brakensiek Library Huntington Park Library La Mirada Library Lomita Library Los Nietos Library Manhattan Beach Library Norwalk Library Paramount Library South Whittier Library

**Fifth District** 

None

ATTACHMENT B



## **CONTRACT BY AND BETWEEN**

## **COUNTY OF LOS ANGELES**

## AND

## SEPCO EARTHSCAPE, INC

## FOR

# LANDSCAPE AND GROUNDS MAINTENANCE SERVICES AREAS 3, 4, AND 5

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## UNIQUE EXHIBITS

## FACILITIES MAINTENANCE COST

I Facilities Maintenance Cost

# CONTRACT BETWEEN COUNTY OF LOS ANGELES AND

## SEPCO EARTHSCAPE, INC.

## FOR

## LANDSCAPE AND GROUNDS MAINTENANCE SERVICES AREAS 3, 4, AND 5

This Contract ("Contract") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between the County of Los Angeles, hereinafter referred to as County and Sepco Earthscape, Inc., hereinafter referred to as "Contractor". Sepco Earthscape, Inc. is located at P.O Box 5640 Santa Monica, CA 90409.

## **RECITALS**

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

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

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

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

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

## 1 APPLICABLE DOCUMENTS

Exhibits A through I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

## Standard Exhibits:

Exhibit A	Statement of Work and Attachments
Exhibit B	Pricing Schedule
Exhibit C	Contractor's Proposed Schedule
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Contractor Acknowledgement and Confidentiality Agreement
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Payroll Statement of Compliance

## Unique Exhibits:

## Facilities Maintenance Cost

Exhibit I Facilities Maintenance Cost

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

## 2 **DEFINITIONS**

## 2.1 Standard Definitions

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

- 2.1.1 **Board of Supervisors (Board)**: The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.2 **Contract**: This agreement executed between County and Contractor. Included are all supplemental Contracts amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work.
- 2.1.3 **Contractor**: The person or persons, sole proprietor, partnership, joint

venture, corporation, or other legal entity who has entered into a Contract with the County to perform or execute the work covered by this Contract.

- 2.1.4 **Contractor's Project Manager**: The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.5 **County's Project Director**: Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.
- 2.1.6 **County's Project Manager**: Person designated by County's Project Director to manage the operations under this contract.
- 2.1.7 **County's Contract Project Monitor**: Person with responsibility to oversee the day-to-day activities of this contract. Responsibility for inspections of all tasks, deliverables, goods, services, and other work provided by the Contractor.
- 2.1.8 **County Librarian**: Head of LA County Library.
- 2.1.9 **County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <u>https://lacounty.gov/government/about-la-county/about/</u>.
- 2.1.10 **Day(s)**: Calendar Day(s) unless otherwise specified.
- 2.1.11 **Department:** LA County Library, which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.12 **Director:** Director of Department.
- 2.1.13 **Fiscal Year**: The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.14 **Library:** LA County Library.
- 2.1.15 **Statement of Work**: The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner, and place of performing the contract services.
- 2.1.16 **Subcontract**: An agreement by the Contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.1.17 **Subcontractor**: Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this contract, at any tier, under oral or written agreement.
- 2.1.18 **Unanticipated Work:** Additional as-needed services performed under the Contract when the need arises and requested by the Count.

## 3 WORK

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

## 4 TERM OF CONTRACT

- **4.1** The term of this Contract will be **four (4)** years commencing after execution by County's Board, or March 1, 2024, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- **4.2** The County will have the sole option to extend this Contract term for up to one (1) additional one (1) year period and six (6) month-to-month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such extension option may be exercised at the sole discretion of the Director, or their designee as authorized by the Board.
- **4.3** The County maintains a database that tracks/monitors Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- **4.4** The Contractor must notify the Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to the Department at the address herein provided in Exhibit D (County's Administration).

## 5 CONTRACT SUM

## 5.1 Total Contract Sum

- 5.1.1 The maximum annual Contract Sum under the terms of this Contract will be **\$434,894.40**, comprised of the Contractor's Fee of **\$362,412.00**, as specified in Exhibit C (Contractor's Proposed Schedule), and an annual estimate for unanticipated work of **\$72,482.40**, as authorized in Section 9 (Unanticipated Work), of Exhibit A (Statement of Work and Attachments).
- 5.1.2 The use of the annual estimate for unanticipated work is not guaranteed by the County and is contingent upon Library's adopted budget and needs.

## 5.2 Written Approval for Reimbursement

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

## 5.3 Notification of 75% of Total Contract Sum

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

## 5.4 No Payment for Services Provided Following Expiration - Termination of Contract

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

## 5.5 Invoices and Payments

- 5.5.1 The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract.
- 5.5.2 The Contractor's invoices must be priced in accordance with Exhibit B (Pricing Schedule). The Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.
- 5.5.3 The Contractor's invoices must contain the information set forth in Exhibit A (Statement of Work and Attachments) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service. No invoice will be approved for payment unless Exhibit H (Payroll Statement of Compliance) is included.
- 5.5.5 All invoices under this Contract must be submitted electronically to the Library at the following electronic email address <u>contractservices@library.lacounty.gov</u>, with a copy to the assigned County's Contract Project Monitor.

## 5.5.6 **County Approval of Invoices**

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

## 5.5.7 **Preference Program Enterprises – Prompt Payment Program**

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

## 5.6 Cost of Living Adjustments (COLA's) (Intentionally Omitted)

## 5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

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

## 6 ADMINISTRATION OF CONTRACT – COUNTY

## 6.1 County's Administration

A listing of all County Administration referenced in the following subsections are designated in Exhibit D (County's Administration). The County will notify the

Contractor in writing of any changes as they occur.

## 6.2 County's Project Director

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

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

## 6.3 County's Project Manager

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

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

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

## 6.4 County's Contract Project Monitor

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

## 7 ADMINISTRATION OF CONTRACT – CONTRACTOR

## 7.1 Contractor Administration

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

## 7.2 Contractor's Project Manager

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

meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

## 7.3 Approval of Contractor's Staff

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

## 7.4 Contractor's Staff Identification

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

7.4.1 Contractor is responsible to ensure that employees have obtained an ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper ID badge on their person and Contractor personnel must immediately comply with such request.

## 7.5 Background and Security Investigations

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

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

- 7.5.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.3 These terms will also apply to subcontractors of County contractors.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Section 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## 7.6 Confidentiality

- 7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Section 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 7.6 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3 Contractor must inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 Contractor must sign and adhere to the provisions of Exhibit F (Contractor Acknowledgement and Confidentiality Agreement).

## 8 STANDARD TERMS AND CONDITIONS

## 8.1 Amendments

For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by the Board, for the exception of the following:

(a) County Librarian is expressly authorized to increase the contract sum set forth in Section 5 (Contract Sum), not to exceed ten percent (10%) of the total annual Contractor's fee, originally approved by the Board, for a particular contract year, due to changes to the number or size of facilities or days of services pursuant to Section 8.1.4.

- (b) County Librarian is expressly authorized to increase the contract sum set forth in Section 5 (Contract Sum) for a particular contract year, due to capital projects which includes the addition of new facilities and major renovations of an existing facility.
- (c) County Librarian is expressly authorized to increase the contract sum to modify the annual estimate for unanticipated work included in the annual maximum contract sum, not to exceed twenty percent (20%) of the annual contactor's fee.
- (d) County Librarian is expressly authorized to increase the maximum contract sum set for in Section 5 (Contract Sum) for a particular contract year, due to Living Wage rate increases.

Any such changes will be in writing and signed by the Contractor and by the County Librarian or their designee.

- 8.1.1 The County's Board or Chief Executive Officer (CEO) or designee, may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board or CEO. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the County Librarian or their designee.
- 8.1.2 The County Librarian or their designee, may at their sole discretion, authorize extensions of time as defined in Section 4 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by the County Librarian or their designee.
- 8.1.3 8.1.4 The County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of library facilities as listed in Exhibit A (Statement of Work and Attachments), SOW Attachment 2 (Service Location and Specifications). The County will notify the Contractor, in writing, at least ten (10) business days prior to the effective date of the modification. Exhibit B (Pricing Schedule) in the Contract, requires that proposals include a flat daily/weekly rate for each library facility. The rate specified will be used to adjust the Contract price in the event of an increase or decrease in days/weeks of service. The cost estimate will not exceed the cost to provide landscape and ground maintenance services for a similar size library facility being maintained. Payment adjustment will be made to reflect such modification in services on a pro-rata basis commensurate with the number of library facilities and/or days of service increased or decreased of the affected area. The County will determine the need for modification referenced herein. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the County Librarian or their designee. All standard terms and conditions in the current Contract

will extend to any library facility added in the Amendment.

## 8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

## 8.3 Authorization Warranty

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

## 8.4 Budget Reductions

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

## 8.5 Complaints

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

## 8.5.1 **Complaint Procedures**

- 8.5.1.1 Within ten (10) business days after the Contract effective date, the Contractor must provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.1.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.1.3 If the County requests changes in the Contractor's policy, the Contractor must make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.1.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor must submit proposed changes to the County for approval before implementation.
- 8.5.1.5 The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.1.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- **8.5.1.7** Copies of all written responses must be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

### 8.6 Compliance with Applicable Laws

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

subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under Section 8.6 (Compliance with Applicable Law) will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## 8.7 Compliance with Civil Rights Laws

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

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

### 8.8 Compliance with the County's Jury Service Program

### 8.8.1 Jury Service Program

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

### 8.8.2 Written Employee Jury Service Policy

8.8.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (<u>Section 2.203.020</u>

of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

- 8.8.2.2 For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a longstanding practice that defines the lesser number of hours as Full-time employees providing short-term, full-time. temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
- 8.8.2.3 If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the

Contractor continues to qualify for an exception to the Program.

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

## 8.9 Conflict of Interest

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

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

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

### 8.11 Consideration of Hiring GAIN/START Participants

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

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

## 8.12 Contractor Responsibility and Debarment

## 8.12.1 **Responsible Contractor**

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

## 8.12.2 Chapter 2.202 of the County Code

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

## 8.12.3 Non-Responsible Contractor

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

## 8.12.4 Contractor Hearing Board

8.12.4.1 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

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

8.12.4.6 The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

## 8.12.5 **Subcontractors of Contractor**

These terms will also apply to subcontractors of County Contractors.

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

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

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

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

## 8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing

the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate Contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

## 8.16 Damage to County Facilities, Buildings or Grounds

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

## 8.17 Employment Eligibility Verification

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

## 8.18 Counterparts and Electronic Signatures and Representations

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

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

## 8.19 Fair Labor Standards

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

### 8.20 Force Majeure

Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

- 8.20.1 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.2 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

### 8.21 Governing Law, Jurisdiction, and Venue

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

# 8.22 Independent Contractor Status

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

## 8.23 Indemnification

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

## 8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

## 8.24.2 Evidence of Coverage and Notice to County

- 8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- 8.24.2.2 Renewal Certificates must be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- 8.24.2.3 Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- 8.24.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- 8.24.2.5 Certificates and copies of any required endorsements must be sent to the County's Project Manager at the electronic address herein provided in Exhibit D (County's Administration).
- 8.24.2.6 Contractor also must promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to the Contractor. The Contractor also must promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against Contractor and/or County.

## 8.24.3 Additional Insured Status and Scope of Coverage

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

## 8.24.4 Cancellation of or Changes in Insurance

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

# 8.24.5 Failure to Maintain Insurance

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

## 8.24.6 Insurer Financial Ratings

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

## 8.24.7 Contractor's Insurance Must Be Primary

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

#### 8.24.8 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### 8.24.9 Subcontractor Insurance Coverage Requirements

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

## 8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

#### 8.24.11 Claims Made Coverage

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

## 8.24.12 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

## 8.24.13 Separation of Insureds

All liability policies must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.)

separation of insureds provision with no insured versus insured exclusions or limitations.

## 8.24.14 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents must be designated as an Additional Covered Party under any approved program.

## 8.24.15 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

#### 8.25 Insurance Coverage

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

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

- 8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- 8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

## 8.25.4 Unique Insurance Coverage

8.25.4.1 **Pollution (Environmental) Liability** insurance will also provide pollution liability coverage with a limit of not less than \$1 million per occurrence covering the release, discharge, escape, dispersal, or emission of pollutants, whether gradual or sudden, and include the costs and expenses associated with clean-up, testing, monitoring and treatment of pollutants in compliance with governmental mandate or requests.

## 8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the County Librarian, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Librarian, or their designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the County Librarian, or their designee, in a written notice describing the reasons for said action.
- 8.26.2 If the County Librarian, or their designee, determines that there are deficiencies in the performance of this Contract that the County Librarian, or their designee, deems are correctable by the Contractor over a certain time span, the County Librarian, or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the County Librarian, or their designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is two hundred (\$200) per day per infraction, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.26.3 The action noted in Section 8.26.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County

cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This Paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or Section 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## 8.27 Most Favored Public Entity

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

#### 8.28 Nondiscrimination and Affirmative Action

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 Contractor certifies to the County each of the following:
  - 8.28.2.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
  - 8.28.2.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
  - 8.28.2.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
  - 8.28.2.4 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.28.3 The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of

race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Section 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Section 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

#### 8.29 Non Exclusivity

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

#### 8.30 Notice of Delays

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

#### 8.31 Notice of Disputes

The Contractor must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor

regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the County Librarian or their designee will resolve it.

## 8.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

# 8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

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

#### 8.34 Notices

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

## 8.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party will in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

## 8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Section 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act)

and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

## 8.37 Publicity

- 8.37.1 The Contractor must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor from publishing its role under this Contract within the following conditions:
  - 8.37.1.1 The Contractor must develop all publicity material in a professional manner; and
  - 8.37.1.2 During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County will not unreasonably withhold written consent.
- 8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County, provided that the requirements of this Section 8.37 (Publicity) will apply.

#### 8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this subsection 8.38 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 8.38.5 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor will promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation,

records relating to work performed by said employees on the Contractor's non-Countv contracts. The Contractor further acknowledges that the foregoing requirement in this paragraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, must be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information must be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

#### 8.39 Recycled Bond Paper

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

## 8.40 Subcontracting

- 8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the County's request:
  - 8.40.2.1 A description of the work to be performed by the subcontractor.
  - 8.40.2.2 A draft copy of the proposed subcontract; and
  - 8.40.2.3 Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.40.4 The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has

determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

- 8.40.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to the County Project Manager at the physical or electronic address herein provided in Exhibit D (County's Administration).

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

Failure of the Contractor to maintain compliance with the requirements set forth in Section 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Section 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to <u>County Code Chapter 2.202</u>.

## 8.42 Termination for Convenience

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor must:

- 8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
- 8.42.2.2 Complete performance of such part of the work as would not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Section 8.38 (Record Retention and Inspection-Audit Settlement).

#### 8.43 Termination for Default

- 8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
  - 8.43.1.1 Contractor has materially breached this Contract; or
  - 8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
  - 8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Section 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this Section.
- 8.43.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Section 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the

control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Section, the term "subcontractor(s)" means subcontractor(s) at any tier.

- 8.43.4 If, after the County has given notice of termination under the provisions of Section 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Section 8.43 (Termination for Default) or that the default was excusable under the provisions of subsection 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Section 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the County provided in this Section 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### 8.44 Termination for Improper Consideration

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <u>https://fraud.lacounty.gov/</u>.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### 8.45 Termination for Insolvency

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
  - 8.45.1.1 Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been

filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- 8.45.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- 8.45.1.3 The appointment of a Receiver or Trustee for the Contractor; or
- 8.45.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.45.2 The rights and remedies of the County provided in this Section 8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### 8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

#### 8.47 Termination for Non-Appropriation of Funds

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

#### 8.48 Validity

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

#### 8.49 Waiver

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

# 8.50 Warranty Against Contingent Fees

- 8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- 8.50.2 For breach of this warranty, the County will have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

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

Unless the 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 <u>Los Angeles County Code</u> <u>Chapter 2.206</u>.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Section 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to <u>County Code Chapter 2.206</u>.

## 8.53 Time Off for Voting

The Contractor must notify its employees and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (<u>Elections Code Section 14000</u>). Not less than ten (10) days before every statewide election, every contractor and subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of <u>Section 14000</u>.

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

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

- 8.54.2 If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.
- 8.54.3 Disqualification of any member of Contractor's staff pursuant to this paragraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

#### 8.55 Integrated Pest Management (IPM) Program Compliance

- 8.55.1 Contractor acknowledges that County has established an Integrated Pest Management Program (the Program) which aims to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. The County's IPM Program requirements as set forth in this Section 8.55 can be found at: www.lacountyipm.org.
- 8.55.2 Contractor must ensure and certify that its employees who apply pesticides on County owned or maintained property are appropriately trained. The training, which must be conducted on an annual basis, but no later than June 30th of each calendar year, must meet the County's minimum requirements under the Program.
- 8.55.3 Employee training may be self-certified by Contractors, provided the County has the ability to audit the training, and must include, at a minimum, the following:
  - 8.55.3.1 The potential for pesticide-related surface water toxicity;
  - 8.55.3.2 Proper use, handling, and disposal of pesticides;
  - 8.55.3.3 Least toxic methods of pest prevention and control, including IPM; and
  - 8.55.3.4 Reduction of pesticide use.
- 8.55.4 All users of commercial pesticides are required by State law to provide a monthly pesticide report to the Los Angeles County Department of Agricultural Commissioner/Weights and Measures (ACWM). In addition to the mandatory monthly reporting requirement, Contractor must provide to the Department, with a copy to the ACWM, an annual summary of the pesticides used outdoors on County-owned or maintained property by Fiscal Year (July 1 to June 30). For each pesticide, the summary must include all of the following:
  - 8.55.4.1 Product trade name
  - 8.55.4.2 Active ingredient(s)
  - 8.55.4.3 EPA Registration Number
  - 8.55.4.4 Total amount used

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

#### 8.56 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in <u>California Government Code Section 12952</u>. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

## 8.57 Compliance with the County Policy of Equity

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

#### 8.58 **Prohibition from Participation in Future Solicitation(s)**

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

#### 8.59 Injury and Illness Prevention Program

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

# 9 UNIQUE TERMS AND CONDITIONS

#### 9.1 Compliance with the County's Living Wage Program

## 9.1.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in <u>Sections 2.201.010 through</u> 2.201.100 of the Los Angeles County Code.

# 9.1.2 Payment of Living Wage Rates

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

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

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

## 9.1.3 **Contractor's Submittal of Certified Monitoring Reports**

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

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

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

# 9.1.5 **County Auditing of Contractor Records**

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

## 9.1.6 Notifications to Employees

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

# 9.1.7 Enforcement and Remedies

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

#### 9.1.7.1 Remedies for Submission of Late or Incomplete Certified Monitoring Reports

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

# 1) Withholding of Payment

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

## 2) Liquidated Damages

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

#### 3) Termination

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

# 9.1.7.2 Remedies for Payment of Less Than the Required Living Wage

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

## 1) Withholding Payment

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

# 2) Liquidated Damages

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

## 3) Termination

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

#### 9.1.7.3 Debarment

In the event the Contractor breaches a requirement of this paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with <u>Los Angeles County Code, Chapter 2.202</u>, Determinations of Contractor Non-Responsibility and Contractor Debarment.

#### 9.1.8 Use of Full-Time Employees

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

## 9.1.9 Contractor Retaliation Prohibited

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

## 9.1.10 **Contractor Standards**

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

#### 9.1.11 Employee Retention Rights

- 9.1.11.1 The Contractor must offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:
  - 1) Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
  - Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six (6) months prior to the date of this Contract, which

predecessor contract was terminated by the County prior to its expiration; and

- **3)** Who is or will be terminated from their employment as a result of the County entering into this contract.
- 9.1.11.2 The Contractor will not be required to hire a retention employee who:
  - 1) Has been convicted of a crime related to the job or his or her performance; or
  - **2)** Fails to meet any other County requirement for employees of a Contractor.
- 9.1.11.3 The Contractor will not terminate a retention employee for the first ninety (90) days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

## 9.1.12 Neutrality in Labor Relations

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

- 9.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Intentionally Omitted)
- 9.3 Ownership of Materials, Software and Copyright (Intentionally Omitted)
- 9.4 Patent, Copyright and Trade Secret Indemnification (Intentionally Omitted)
- 9.5 Contractor's Charitable Activities Compliance (Intentionally Omitted)
- 9.6 Data Destruction (Intentionally Omitted)
- 9.7 Local Small Business Enterprise (LSBE) Preference Program
  - 9.7.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in <u>Chapter 2.204 of the Los Angeles County Code</u>.
  - 9.7.2 The Contractor will 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 LSBE.
  - 9.7.3 The Contractor will 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 LSBE.

- 9.7.4 If the Contractor has obtained certification as a LSBE 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, will:
  - 9.7.4.1 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;
  - 9.7.4.2 In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
  - 9.7.4.3 Be subject to the provisions of <u>Chapter 2.202 of the Los</u> <u>Angeles County Code</u> (Determinations of Contractor Nonresponsibility and Contractor Debarment).

The above penalties will 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.

## 9.8 Organic Waste Recycling

- 9.8.1 As of January 1, 2022, all organic waste including green waste must be diverted from landfills and recycled per Senate Bill (SB) 1383.
- 9.8.2 The Contractor must not dispose of green waste material(s) in a landfill. The Contractor must identify means for proper management, through composting, recycling, or reuse, of green waste materials, such as vegetative cuttings, shrubs, brushes, grasses, tree trimmings, and pruning.
- 9.8.3 All such materials collected must be managed on-site or taken to an approved organic waste processing facility. If using an off-site organic waste processing facility, then the Contractor must provide the County with contact and location information for the facility. If the organic waste is managed on-site at the generating facility, the Contractor must train facility staff in managing the green waste to compost the acceptable materials.
- 9.8.4 The Contractor must identify methods of preventing contamination, segregating paper and plastic found in landscaping waste, and removing debris such that those items do not end up contaminating green waste.

The Contractor must provide a report to the Contract Manager as to methods they have used to prevent contamination of green waste. As needed, Contractor must train Contractor's staff on measures needed to comply with County's directive to prevent contamination of green waste.

#### 9.9 Procurement of SB 1383-Compliant Compost and Mulch

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

# 10 SURVIVAL

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

Section 1	Applicable Documents
Section 2	Definitions
Section 3	Work
Section 5.4	No Payment for Services Provided Following Expiration – Termination of Contract
Section 7.6	Confidentiality
Section 8.1	Amendments
Section 8.2	Assignment and Delegation/Mergers or Acquisitions
Section 8.6	Compliance with Applicable Laws
Section 8.19	Fair Labor Standards
Section 8.20	Force Majeure
Section 8.21	Governing Law, Jurisdiction, and Venue
Section 8.23	Indemnification
Section 8.24	General Provisions for all Insurance Coverage
Section 8.25	Insurance Coverage
Section 8.26	Liquidated Damages
Section 8.34	Notices
Section 8.38	Record Retention and Inspection/Audit Settlement
Section 8.42	Termination for Convenience
Section 8.43	Termination for Default
Section 8.48	Validity

Section 8.49	Wavier
Section 8.58	Prohibition from Participation in Future Solicitation(s)
Section 9.1	Compliance with County's Living Wage Program
Section 10	Survival

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

#### CONTRACTOR

SEPCO EARTHSCAPE, INC. By Name

#### **COUNTY OF LOS ANGELES**

By

Chair, Board of Supervisors

ATTEST:

By

Jeff Levinson, Interim Executive Officer of the Board of Supervisors

Ву \_\_\_\_\_

APPROVED AS TO FORM: DAWYN R. HARRISON County Counsel

Keever R. Muir

Keever Rhodes Muir Senior Deputy County Counsel

# EXHIBIT A

# STATEMENT OF WORK AND ATTACHMENTS

# LANDSCAPE AND GROUNDS MAINTENANCE SERVICES

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# SOW ATTACHMENTS

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- **3** Service Location and Specifications Area 4
- 4 Service Location and Specifications Area 5
- 5 Area 3 Location Maps
- 6 Area 4 Location Maps
- 7 Area 5 Location Maps
- 8 Tree Trimming Confirmation Form

# STATEMENT OF WORK (SOW)

# 1 SCOPE OF WORK

- 1.1 Contractor will provide landscape and grounds maintenance services for LA County Library facilities listed in SOW Attachments 2, 3, and 4 (Service Location and Specifications) for each Area of this SOW and Attachments, as well as the facilities maps listed in SOW Attachments 5, 6, and 7 (Location Maps) for each Area of this SOW and Attachments, by providing all labor, supervision, equipment, materials and supplies necessary for Contractor's performance under this Contract. The landscape and grounds maintenance services include, but are not limited to: site inspection, litter control, mowing and edging of turf, providing weed control and/or eradication of weeds, raking planter beds and turf area, sweeping, aerification of turf area, rodent control, pruning and trimming of shrubs/hedges, pruning and annual trimming of trees, operating and maintaining water and irrigation systems, applying fertilizer, insect/disease control, plant material management, and providing the necessary ongoing maintenance of additional tasks as provided for herein. Contractor will also perform Unanticipated Work as described in Section 9 (Unanticipated Work) of this SOW and Attachments, on an as-needed basis as determined and authorized by the County. All unanticipated work will be coordinated by the County's Contract Project Monitor and will be considered completed upon successful inspection.
- 1.2 Contractor acknowledges personal inspection of the facilities and has evaluated the extent to which the physical condition thereof will affect the services to be provided. Contractor accepts the premises in their present physical condition, and agrees to make no demands upon the County for any improvements or alterations thereof.

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

- 2.1 County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of library facilities, specific tasks, and/or days of service as listed in SOW Attachments 2, 3, and 4 (Service Location and Specifications) for each Area of this SOW and Attachments. County will notify the Contractor, in writing, at least ten (10) business days prior to the effective date of the modification. Exhibit B (Pricing Schedule) of the Contract, requires that proposals include a flat weekly rate for each library facility. The rate specified will be used to adjust the Contract price in the event of an increase or decrease in days of service. Contractor will be compensated for the maintenance of additional library facilities designated after the Contract's commencement date based on the submission of an approved maintenance cost per library facility. This cost estimate will not exceed the cost to provide landscape and grounds maintenance services for a similar size library facility being maintained. Payment adjustment will be made to reflect such modification in services on a pro-rata basis commensurate with the number of library facilities and/or days of service increased or decreased in the affected area. County will determine the need for modification referenced herein.
- **2.2** All changes must be made in accordance with Section 8.1 (Amendments) of the Contract.

# 3 QUALITY CONTROL

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

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

# 4 QUALITY ASSURANCE PLAN

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

#### 4.1 Monthly Meetings

Contractor is required to attend a scheduled meeting (as needed). Failure to attend will cause an assessment of Two-Hundred dollars (\$200.00).

#### 4.2 Contract Discrepancy Report

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

The County's Project Manager will determine whether a formal Contract Discrepancy Report (CDR), SOW Attachment 1 of this SOW and Attachments, will be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County's Project Manager within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR will be submitted to the County's Project Manager within ten (10) workdays.

#### 4.3 County Observations

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

# 5 **DEFINITIONS**

Throughout this SOW and Attachments, references are made to certain persons, groups, or Departments/Agencies. For convenience, a description of specific definitions can be found in Section 2 (Definitions) of the Contract. The headings are for convenience and reference only and are not intended to define the scope of any provision thereof.

# 6 **RESPONSIBILITIES**

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

# <u>COUNTY</u>

#### 6.1 Personnel

The County will administer the Contract according to Section 6 (Administration of Contract – County) of the contract. Specific duties will include:

- **6.1.1** Monitoring the Contractor's performance in the daily operation of this Contract.
- **6.1.2** Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- **6.1.3** Preparing Amendments in accordance with Section 8.1 (Amendments) of the contract.

#### 6.2 Furnished Items

#### 6.2.1 Keys/Remote Controls

The County will provide two (2) sets of keys/remote controls (keys) for access, at no cost to the Contractor, to all library facilities listed in SOW Attachment 2, 3, and 4 (Service Locations and Specifications) for each Area of this SOW and Attachments, that require keys/remote controls. The Contractor will acknowledge receipt of the keys/remote controls on a memorandum furnished by the County accepting full responsibility. Contractor employees are to use keys/remote controls only in the carrying out of contracted services. All such keys/remote controls are property of the County and will be returned to the County's Contract Project Monitor upon termination of the Contractor. At no time are the keys to be duplicated by the Contractor. Any lost or broken keys/remote controls will be replaced by the County at the Contractor's expense.

#### 6.2.2 Utilities

County will provide all utilities, including gas, electricity, and water. However, water usage will not exceed an amount required to comply with irrigation schedules established by the County.

Contractor will pay for all excessive utility usage due to the Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess cost factor, to be deducted from payments to the Contractor from the County will be presented to the Contractor by the County prior to the actual deduction to allow for explanations.

## CONTRACTOR

#### 6.3 Contractor's Project Manager

- **6.3.1** Contractor will provide a full-time Project Manager or designated alternate. Contractor will provide a telephone number where the Project Manager may be reached 365 days per year from 7:00 a.m. through 6:00 p.m.
- **6.3.2** Project Manager will act as a central point of contact with the County.

- **6.3.3** Project Manager will have a minimum of three (3) years of demonstrated experience in the landscape service industry, to include but not limited to, the overseeing of day-to-day operations in the delivery of services, quality control and customer relations.
- **6.3.4** Project Manager/alternate will have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate will be able to effectively communicate, in English, both orally and in writing.

## 6.4 Personnel

- **6.4.1** Contractor will assign fully trained and qualified personnel.
- **6.4.2** Contractor will assign a sufficient number of employees to perform the required work. At least one employee on site will be authorized to act for Contractor in every detail and must speak and understand English.
- **6.4.3** Contractor will be required to background check their employees as set forth in Section 7.5 (Background and Security Investigations), of the Contract.
- **6.4.4** Contractor will ensure that **only** personnel assigned to the Contract or specialty crew are permitted on the library grounds at all times.
- **6.4.5** County may, at any time, give the Contractor written notices to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the County, detrimental to the interest of the public patronizing the premises. Contractor will meet with representatives of the County to consider the appropriate course of action with respect to such matter and the Contractor will take reasonable measures under the circumstances to assure the County that the conduct and activities of the Contractor's employee will not be detrimental to the interest of the public patronizing the premises. County has the right to approve or disapprove the Contractor's Staff) of the Contract.
- **6.4.6** No personnel employed by the Contractor and providing the services herein will have a criminal conviction record or pending criminal trial for a felony or misdemeanor offense, unless such record has been disclosed and employment of the employee for this service has been approved in writing by the County.
- **6.4.7** Contractor cannot assign employees under the age of eighteen (18) to perform work at the library facilities listed in the Contract.
- **6.4.8** Contractor's employees' activities will be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's responsibility to see that the organization oversees the activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site or operational request from the County.

# 6.5 Uniforms/Identification Badges

- **6.5.1** Contractor employees assigned to County facilities will wear an appropriate uniform at all times. Uniform is to consist of a shirt with the company name on it. Uniform pants style and color are optional. All uniforms will be provided by and at Contractor's expense.
- **6.5.2** Contractor will ensure their employees are appropriately identified as set forth in Section 7.4 (Contractor's Staff Identification) of the Contract.
- **6.5.3** Contractor will ensure that every on-duty Contractor employee wears a visible photo identification badge identifying the following: employee name, physical description, and company name. Such badge will be displayed on employee's person at all times when he/she is on County designated property.
- **6.5.4** Contractor may be assessed liquidated damages for failure to comply with uniform and identification badge requirements.

## 6.6 Materials and Equipment

- **6.6.1** The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor will use materials and equipment that are safe for the environment and safe for use by the employee.
- **6.6.2** All Contractor employees must wear safety and protective gear in accordance with the State of California OSHA standards and will be maintained in accordance to the manufacturer's standards and specifications.
- **6.6.3** Contractor is required to keep all equipment used in a safe and operable manner. All equipment will be checked daily for safety.
- **6.6.4** Contractor will be required to clearly identify and equip each vehicle used with decals on the exterior right and left front door panels identifying the Contractor's name, and phone number.
- **6.6.5** Upon commencement of the Contract, the Contractor is required to provide the County with the Safety Data Sheets (SDS) for all chemicals utilized in their maintenance process. It is the responsibility of the Contractor to monitor the accuracy of each SDS and to replace them immediately with the most current information when products are replaced. Failure to provide all SDS during the term of the Contract may result in liquidated damages.

## 6.7 Training

- **6.7.1** Contractor will provide training programs for all new employees and continuing in-service training for all Contractor employees assigned to this Contract on duties and responsibilities of the SOW and Attachments.
- **6.7.2** All employees will be trained in their assigned tasks and in the safe handling of equipment.

- **6.7.3** All equipment will be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.
- **6.7.4** The Contractor's crew leader and operational staff, as well as their supervisory and management staff, will be fully versed in the operational mandates and timelines. An outline of the task requirements, schedule, and timelines for each facility will be kept with each operating crew.
- **6.7.5** All company training records must include a course outline of subjects trained and a signature from the Contactor employee acknowledging training and understanding. Training records including course materials must be available for inspection at the request of the County.

## 6.8 Contractor's Office

Contractor will maintain an office with a telephone in the company's name where the Contractor conducts business. The office will be staffed during the hours of 8:00 a.m. to 5:00 p.m., (PST), Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. **The Contractor must respond within thirty (30) minutes of receipt of the call.** When the office is closed, an answering service will be provided to receive calls. The Contractor will answer calls received by the answering service by the start of the next business day.

## 6.9 Contactor's Damage

- **6.9.1** Contractor will be responsible for the repair of all damages incurred to existing library facilities by the Contractor's employees at the Contractor's expense.
- **6.9.2** All such repairs or replacements will be completed within the following agreed upon time frames:
  - 1. Irrigation damage will be repaired or replaced within one (1) watering cycle.
  - 2. All damages to shrubs, trees, turf or ground cover will be repaired or replaced within five (5) working days.
- **6.9.3** All repairs or replacements will be completed according to the following maintenance practices:
  - 1. <u>Trees</u>

Minor damage such as bark lost from impact of mowing equipment will be remedied by a qualified tree surgeon or certified arborist. If damage results in loss of a tree, the damaged tree will be removed and replaced to comply with the specific instructions of the County.

2. <u>Shrubs</u>

Minor damage may be corrected by appropriate pruning as required in Section 17 (Specific Work Requirements – Landscape Management), Section 17.9 (Clearance, Shrub Pruning and Hedge Trimming/Shaping) of the SOW and Attachments. If damage results in loss of a shrub, the damaged shrub will be removed and replaced to comply with the specific instructions of the County. 3. <u>Chemicals</u>

All damage resulting from chemical operation, either spray-drift or lateral leaching will be corrected according to the aforementioned maintenance practices and the soil conditioned to insure its ability to support plant life.

4. <u>Appurtenances</u>

All damage caused to components from accidents or cumulative effects of the Contractor's employees improperly applying materials or other incidents caused by the carelessness of the Contractor's employees will be corrected at the Contractor's expense.

# 6.10 Emergency Procedures

Contractor will immediately report any emergency situations such as vandalism, broken water pipes, windows, doors, etc., by calling the following:

- 1. During County business hours, the Contractor will call the County's Contract Project Monitor.
- 2. After County business hours, the Contractor will call the County Library Facilities Services Call Center at **(888) 225-0281,** 24/7/365 days a year.

# 7 HOURS/DAY OF WORK

- **7.1** Contractor may provide landscape and grounds maintenance services from 7:00 a.m. to 6:00 p.m., Monday through Friday, but has the option to provide service Sunday through Saturday; and will not violate the noise restrictions specified in subsection 11.4 (Noise) of the SOW and Attachments.
- **7.2** Contractor will provide adequate staffing to perform the required maintenance services during the prescribed days and hours per week. Any changes in the days and hours of operation prescribed above will be subject to approval by the County.
- **7.3** Contractor will not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage groundcover or turf areas.
- **7.4** Contractor recognizes that during the course of this Contract, other activities and operations may be conducted by County work forces and other contracted parties. Contractor may be required to modify or curtail certain tasks and operations and will promptly comply with any request therefore by the County.
- **7.5** Contractor is not required to work on <u>County-recognized holidays</u>. County will provide a list of the County-recognized holidays to the Contractor upon commencement of the Contract, and annually, at the beginning of the calendar year.

# 8 WORK SCHEDULES

**8.1** Contractor will submit for review and approval a work schedule for each facility to the County's Project Manager within fifteen (15) days prior to the starting of the contract. Said work schedules will be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules will list the time frames by day of the week, morning, and afternoon the tasks will be

performed. The schedules will list the employees assigned, hours and days to work.

- **8.2** Contractor will submit revised schedules when actual performance differs substantially from planned performance. Said revisions will be submitted to the County's Project Manager for review and approval within five (5) working days <u>prior</u> to scheduled time for work.
- **8.3** The above provisions are not to be construed to eliminate the Contractor's responsibility in complying with the requirements to notify the County for specialty type maintenance as set forth within Section 9 (Unanticipated Work) of the SOW and Attachments.

# 9 UNANTICIPATED WORK

- **9.1** The County's Project Director or their designee may authorize the Contractor to perform unanticipated work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities, any special events, and facilities where services are being provided by other entities. This will include evening and weekends. Due to the nature of these functions, it is anticipated that the Contractor can provide the necessary service by rescheduling his work force rather than incurring premium overtime pay.
- **9.2** The County's Contract Project Monitor will provide the Contractor a statement of work specific to the request and timeframe of the work to be started and completed. Prior to performing any unanticipated work, Contractor will prepare and submit a written quote which includes the description of the work, with a cost of labor and materials. Refer to Additional Specialty/As-Needed Services on Exhibit B (Pricing Schedule) of the Contract for each library facility. Whenever possible, the County's Contract Project Monitor will provide notice to the Contractor within five (5) business days the service is to be started. If immediate action is needed, a verbal authorization can be given by the County to perform unanticipated work; and a written description of the work completed with a cost of labor and materials must be submitted within one (1) business day to the County. If the unanticipated work exceeds the Contractor's estimate, the County's Project Director or their designee must approve the excess cost. In any case, no unanticipated work will commence without written/verbal authorization from the County.
- **9.1** When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor will contact County's Project Manager for approval before beginning the work. A written estimate will be sent within twenty-four (24) hours for approval. Contractor will submit an invoice to County's Project Manager after completion of the work.
- **9.2** All unscheduled work will commence on the established specified date. Contractor will proceed diligently to complete said work within the time allotted.
- **9.3** The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

# 10 USE OF CHEMICALS

- **10.1** All Contractors' work involving the use of chemicals will be in compliance with all federal, state and local laws and will be accomplished by a Certified Applicator under the direction of a Licensed Pest Control Advisor (PCA). The Contractor, in complying with the California Food and Agricultural Code, will provide a copy of a valid Pest Control Operator's License, a valid Pest Control Advisor's License, and a Qualified Applicator's License in the proper categories for the work to be done, or a copy of said licenses from a Subcontractor prior to using any and all applicable chemicals within the area(s) to be maintained for the County.
- **10.2** A listing of proposed chemicals to be used including commercial name, application rates, and type of usage will be submitted to the County for approval at the commencement of the Contract. No work will begin until written approval of use is obtained from the County.
- **10.3** Chemicals will only be applied by those persons possessing a valid California Certified Applicator's license. Application will be in strict accordance with all governing regulations.
- **10.4** Records of all operations stating dates, times methods of application, chemical formulations, applicator's names, and weather conditions will be made and retained in an active file for a minimum of four (4) years.
- **10.5** All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner's Office and a permit obtained with a copy to the County.
- **10.6** All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California will be adhered to.
- **10.7** Chemicals will be applied when air currents are still, to prevent drifting onto adjacent property and toxic exposure to persons whether or not they are in or near the area of application.
- **10.8** Contractor will maintain a record of monthly/annual consumption of approved chemicals to be made available to the County upon request.
- **10.9** Contractor will adhere to Section 8.55 (Integrated Pest Management Program Compliance) of the Contract.

# 11 SAFETY

- **11.1** Contractor agrees to perform all work outlined in this Contract in a way that meets all accepted standards for safe practices during the maintenance operation and to safely maintain equipment and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, county, state or other legal requirements including but not limited to full compliance with the terms of the applicable O.S.H.A and Cal-O.S.H.A Safety Orders at all times to protect all persons including the Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable injury or damage to their property. Contractor will inspect all potential hazards at said facilities and keep a log indicating dates inspected and action taken.
- **11.2** It will be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any portion of the premises unsafe, as well as any unsafe practices occurring thereon. County will be notified immediately of any unsafe condition that requires

major correction. Contractor will be responsible for making minor corrections including but not limited to filling holes in turf areas, using barricades or traffic cones to alert patrons of the existence of hazards, replacing valve box covers, and to protect members of the public or others from injury. During normal hours the Contractor will obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the premises. Contractor will cooperate fully with County in the investigation of any accidental injury or death occurring on the premises including a complete written report thereof to the County within five (5) days following the occurrence.

**11.3** Contractor is responsible for ensuring that the Contractor's employees are properly equipped and attired (work gloves, uniform, eye and ear protection, etc.) to ensure their safety. Contractor is responsible for replacing any equipment and attire that no longer comply with the safety standard. Failure to comply will result in liquidated damages.

#### 11.4 Noise

Contractor will not prepare for or initiate any operations or use any equipment **before 7:00 a.m.** that would violate local noise ordinances or noise reduction needs.

# 12 NON-INTERFERENCE

Contractor will not interfere with the public use of the premises and will conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

# 13 SIGNS/IMPROVEMENTS

Contractor will not post signs or advertising matter upon the premises or improvements thereon, unless prior approval is obtained from the County.

# 14 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

Contractor will not allow any debris from its operations under this Contract to be deposited into the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System.

# **15 STORAGE FACILITIES**

County will not provide storage facilities for the Contractor.

# 16 REMOVAL OF DEBRIS

- **16.1** All debris derived from the landscape and grounds maintenance services specified herein will be removed from County property and disposed of in accordance with local, state, and federal policies at the Contractor's expense.
- **16.2** Contractor will not use the trash bins at the library facility locations for disposal of green material at any time. Failure to comply will result in liquidated damages.
- **16.3** Upon commencement of the Contract, Contractor will provide the name and location of the Contractor's green disposal site.

# 17 SPECIFIC WORK REQUIREMENTS – LANDSCAPE MANAGEMENT

Contractor is required to complete all specific work requirements listed below in a professional, workmanlike manner, and with nothing but the highest of standards at no less

than the frequencies set forth herein. The safety of workers and the public is paramount. If an operation cannot be thoroughly completed within the designated time frame, Contractor will <u>immediately</u> notify the County's Contract Project Monitor. Failure to comply will result in liquidated damages.

# 17.1 Site Inspections and Reporting

- 17.1.1 Site Inspection and Reporting will be performed fifty-two (52) times per year (once each week).
- 17.1.2 Prior to proceeding with any landscape and grounds maintenance task, the site will be inspected by a knowledgeable and responsible Contractor employee, who will determine the practicality of initiating the operation.
- 17.1.3 Grounds will be inspected for, but not limited to, overgrown, dead and/or damaged trees, shrubs, and plants. Contractor will report and make recommendations for any improvements needed to the County's Project Manager.
- 17.1.4 Concrete areas will be inspected for cracks, crevices, and deterioration. If found, Contractor will <u>immediately</u> notify the County's Contract Project Monitor.

#### 17.2 Litter Control

- 17.2.1 Litter Control will be performed fifty-two (52) times per year (once each week).
- 17.2.2 Grounds will be thoroughly inspected for litter to ensure a neat appearance within the hard surfaces, developed, bare, and undeveloped areas to be maintained including, but not limited to, walkways, roadways, service roads, between and around planted areas, steps, planters, drains, stream beds, areas on slopes from the toe or top of the slope to ten (10) feet up or down the slope adjacent to developed areas, catch basins, parking lot corners, and other parking lot areas inaccessible to power equipment.
- 17.2.3 Litter pick-up includes, but is not limited to, removal of paper, rocks, glass, trash, undesirable materials, including fallen tree branch(es) that could fit in the bed of a mini-truck and be handled by one person, without reduction, siltation, and other accumulated debris.
- 17.2.4 Supplemental hand sweeping will be done to areas inaccessible to power equipment.

#### 17.3 Swales and Drains

- 17.3.1 All swales, drains, and collection boxes will be inspected, maintained in an operable condition, and free of siltation, debris, and litter so that water will have an unimpeded passage to its outlet, by performing the hereafter specified operations and all other work incidental thereto.
- 17.3.2 Drain grates will be inspected to restrict hazards. If any broken or missing grates are found, Contractor will secure same to keep the area safe for public use, and <u>immediately</u> notify the County's Contract Project Monitor.

## 17.4 Mowing

17.4.1 Mowing operations of all turf areas will be performed forty-three (43) times

per year as follows:

- During the warm season (April 1 through November 30), all turf areas will be mowed no less than once each week for a total of thirty-five (35) times.
- During the cool season (December 1 through March 31), all turf areas will be mowed no less than once every two weeks for a total of eight (8) times.
- 17.4.2 Mowing operations will be performed in a professional manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain.
- 17.4.3 All equipment will be adjusted to proper cutting heights and will be adequately sharpened.
- 17.4.4 Mowing height will be appropriate to turf species, season, and use parameters. Mowing heights may vary for special events and conditions.
- 17.4.5 Mowing operation will be on a schedule that is acceptable to the County.
- 17.4.6 Walkways will be cleaned immediately following each mowing so that no clippings create a hazardous condition.
- 17.4.7 Mowing of turf at each facility will be completed in one operation.

# 17.5 Mechanical Edging

- 17.5.1 Mechanical edging of all turf areas will be performed twenty-six (26) times per year as follows:
  - 1. During the warm season (April through November), mechanical edging will be performed no less than once every two weeks for a total of eighteen (18) times.
  - 2. During the cool season (December through March), mechanical edging will be performed no less than once every two weeks for a total of eight (8) times.
- 17.5.2 Mechanical edging of groundcover will be performed twelve (12) times per year (once each month).
- 17.5.3 All turf edges, including designed edges in flower beds, will be kept neatly edged and all grass invasions must be eliminated.
- 17.5.4 All turf edges including but not limited to sidewalks, driveways, curbs, shrub beds, flower beds, groundcover beds, and around tree bases will be edged to be a neat and uniform line.
- 17.5.5 Mechanical edging of turf will be completed as one operation in a manner that results in a well-defined, V-shaped edge that extends into the soil. Such edging will be done with a power edger with a rigid blade.
- 17.5.6 All turf edges will be trimmed or limited around sprinklers to provide optimum water coverage, valve boxes, meter boxes, backflow devices, equipment and other obstacles.
- 17.5.7 All groundcover and flower bed areas where maintenance next to turf areas will be kept neatly edged and all grass invasions eliminated.

17.5.8 Walkways will be cleaned immediately following each mechanical edging to remove accumulated debris and limit hazardous conditions.

## 17.6 Weed Removal

- 17.6.1 Weed removal will be performed as follows:
  - 1. Walkways, beds, planters, and landscape will be performed fifty-two (52) times per year (once each week).
  - 2. Developed areas of a facility that have become denuded will be performed twenty-six (26) times per year (once every two weeks).
  - 3. Designated areas of a facility which are left in a natural state so that the plant's root systems are utilized to stabilize the soil, which may occasionally need to be controlled to a given height for appearance or fire suppression reasons, will be performed twenty-six (26) times per year (once every two weeks).
- 17.6.2 All grass-like weeds, morning glory or vine-weed types, ragweed, volunteer plants, and/or other underground spreading weeds will be kept under strict control.
- 17.6.3 Methods for removal of weeds can incorporate one or all four of the following:
  - 1. Hand removal (Mechanical)
  - 2. Cultivation
  - 3. Chemical Eradication
  - 4. Mulching
- 17.6.4 Remove or control all weeds and grass from the following areas: beds, planters, walkways, drainage areas, expansion joints in all hard surface areas, driveways, roadways, slopes and hillsides, bare areas, and undeveloped areas.
- 17.6.5 Remove all weeds mechanically from shrub beds, planters, and other cultivated areas.
- 17.6.6 Weeds treated using a contact weed chemical, systematic chemical will be left in place per manufacturer's recommendation. If the kill is not completed by the time specified in the manufacturer's recommendation, a second application at no additional cost to the County will be made.
- 17.6.7 After a complete kill, all dead weeds will be removed from the areas.
- 17.6.8 Contractor will adhere to Section 8.55 (Integrated Pest Management Program Compliance) of the Contract.

## 17.7 Raking

- 17.7.1 Raking will be performed fifty-two (52) times per year (once each week).
- 17.7.2 Accumulation of leaves will be removed from all landscape areas including beds, planters, and turf areas, under trees and will be removed and disposed of offsite at the end of each day's work.

## 17.8 Sweeping

- 17.8.1 Sweeping will be performed fifty-two (52) times per year (once each week).
- 17.8.2 Walkway and step sweeping includes, but is not limited to, the removal of all foreign objects from surfaces such as gum, grease, broken glass, cans, bottles, and other foreign objects not designed to be part of the landscape.
- 17.8.3 Methods for sweeping of designed areas may incorporate one or all of the following:
  - 1. Power pack blowers
  - 2. Vacuums
  - 3. Brooms
  - 4. Push power blowers
- 17.8.4 In the event the Contractor elects to use power equipment to complete such operations, the Contractor will be subject to local ordinances regarding noise levels. Contractor will adhere to Section 11.4 (Noise) of the SOW and Attachments. If power blowers are forbidden, Contractor will find alternate ways to accomplish the task. Any schedule of such operations may be modified by the County in order to insure that the public is not unduly impacted by the noise or dust pollutants created by such equipment.
- 17.8.5 Supplemental hand sweeping of parking lot corners and other parking lot areas are required in those areas inaccessible to power equipment.
- 17.8.6 When using power equipment in the parking lot area around vehicles, the Contractor will take care to ensure that no debris is sprayed or left on the vehicles.

#### 17.9 Clearance, Shrub Pruning and Hedge Trimming/Shaping

- 17.9.1 Clearance, shrub pruning and hedge trimming/shaping will be performed twelve (12) times per year (once each month).
- 17.9.2 Prune shrubs to encourage healthy growth habits and shaped in order to retain their natural form and proportionate size. Restrict growth of shrubbery to area behind curbs and walkways within planter beds by trimming. Under no circumstances will hedge shears be used as a means of pruning.
- 17.9.3 All plant materials will be pruned where necessary to maintain access and safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations.
- 17.9.4 All dead shrubs will be removed with approval from the County's Project Manager.
- 17.9.5 All dead, diseased and unsightly branches, vines or other growth will be removed as they develop.
- 17.9.6 All ground cover areas will be pruned to maintain a neat edge along planter box walls. Any runners that start to climb buildings, shrubs or trees will be pruned out of these areas.

17.9.7 All pruned or trimmed plant material will be removed and disposed of offsite at the end of each day's work.

## 17.10 Aerification

- 17.10.1 Aerification will be performed two (2) times per year during months of April through November.
- 17.10.2 All Aerification will be approved by the County prior to application.
- 17.10.3 Aerate all turf areas by using a device that removes one-half (1/2) inch cores to depth of two (2) inches and not more than six (6) inch spacing.

## 17.11 Fertilization

- 17.11.1 Fertilization will be performed three (3) times per year during the months of April through November.
- 17.11.2 All fertilization will be approved by the County prior to application.
- 17.11.3 Application of the fertilizer will be done in sections, determined by the areas covered by each irrigation system. All areas fertilized will be thoroughly soaked immediately after fertilization.
- 17.11.4 All turf areas will receive not less than one (1) pound of actual available nitrogen in a balance fertilizer form for each one thousand (1,000) square feet of turf area. All fertilizer will be inorganic and granular in form with an approximate ratio of  $4 1\frac{1}{2}-2$ .
- 17.11.5 Areas will be fertilized utilizing ratios and mixtures recommended by the County at the rate of application per the manufacturer's recommendation.
- 17.11.6 Contractor will adhere to Section 8.55 (Integrated Pest Management Program Compliance) of the Contract.

# 17.12 Chemical Edging/Detailing

- 17.12.1 Chemical edging and detailing will be performed twelve (12) times per year (once each month).
- 17.12.2 Prior to proceeding with any chemical application, the site is to be inspected by a knowledgeable and responsible Contractor employee, who will determine the practicality of initiating the operation.
- 17.12.3 Chemical application may be used in and around areas such as planters, areas adjacent to trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas will be trimmed to proper mowing height. Chemicals will be applied in a manner to minimize drift. Precautionary measures will be employed since all areas will be open for public access during application.
- 17.12.4 Water will not be applied to treated areas for forty-eight (48) hours after each application.
- 17.12.5 Where trees and shrubs occur in turf areas, all grass growth will be limited to at least eighteen (18) inches away from the trunks of trees and away from the drip line of shrubs by use of approved chemicals.
- 17.12.6 Linear chemical edging of turf boundaries may be performed in a way that ensures a defined turf edge and limits its encroachment into beds or

across boundaries where it is impractical to edge mechanically. A six (6) inch barrier width will be considered normal.

- 17.12.7 Detailing of sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, and similar obstacles in turf areas may be performed in a manner that ensures operability, ease of location and/or a clean appearance. A six (6) inch barrier width will be considered normal.
- 17.12.8 Weeds treated using a contact weed chemical or systematic chemical will be left in place per manufacturer's recommendation. If the kill is not complete by the time specified in the manufacturer's recommendation, additional application(s) will be made, at no additional cost to the County.
- 17.12.9 After a complete kill, all dead weeds will be removed and disposed of offsite at the end of each day's work.
- 17.12.10 Contractor will adhere to Section 8.55 (Integrated Pest Management Program Compliance) of the Contract.

## 17.13 Rodent Control

- 17.13.1 Rodent Control will be performed twelve (12) times per year (once each month).
- 17.13.2 All areas will be maintained free of rodents including but not limited to gophers and ground squirrels causing damage to turf, shrubs, ground cover, trees, and irrigation systems. Mechanical and chemical methods will be used for this control.
- 17.13.3 Effect of rodent activity, such as holes, mounds, etc., will be backfilled, removed or raked level before mowing the facilities.
- 17.13.4 Infestation eradication means the elimination of all rodents present at the time of treatment. If kill is not complete within forty-eight (48) hours, the area will be retreated, at the Contractor's expense, until eradication is complete.
- 17.13.5 Contractor will adhere to Section 8.55 (Integrated Pest Management Program Compliance) of the Contract.

# 18 SPECIFIC WORK REQUIREMENTS – WATERING/IRRIGATION MANAGEMENT

Contractor is required to complete all specific work requirements listed below in a professional, workmanlike manner, and with nothing but the highest of standards at no less than the frequencies set forth herein. The safety of workers and the public is paramount. If an operation cannot be thoroughly completed within the designated time frame, Contractor will <u>immediately</u> notify the County's Contract Project Monitor. Failure to comply will result in liquidated damages.

Contractor will, at all times, maintain the irrigation system, including **lateral lines**, in an operational state. The irrigation system consists of automatic controllers, control valves, gate valves, risers, quick couplers, swing joints and sprinkler heads. Maintenance of the irrigation system, includes providing small parts such as, solenoids, filter screens, diaphragms, gaskets, springs, screws, adjustment screws, washers, '0" rings, wiring and nozzles.

County is responsible for the main lines and back flow.

## 18.1 Site Inspection and Reporting

- 18.1.1 Site Inspection and Reporting will be performed fifty-two (52) times per year (once each week).
- 18.1.2 Prior to proceeding with any watering/irrigation management task, the site will be inspected by a knowledgeable and responsible Contractor employee, who will determine the practicality of initiating the operation.
- 18.1.3 Irrigation system will be inspected for system malfunction and hazards created by the system. A comprehensive monthly system operability check will identify malfunctions and needs for repair. If found, Contractor will mitigate any hazards and <u>immediately</u> notify the County's Contract Project Monitor of all malfunctions, hazards, and emergencies.
- 18.1.4 Inspect for operability and proper adjustment of controllers, quick couplers, valves, and sprinkler heads. Contractor will adjust and correct for coverage.
- 18.1.5 Visual inspection of systems impact on landscape and checking of valve boxes for safety and security purposes.

# 18.2 Irrigation and System Operability and Testing

- 18.2.1 Irrigation and System Operability and Testing will be performed fifty-two (52) times per year (once each week).
- 18.2.2 To ensure the operability of the irrigation system, Contractor will cycle controller(s) through each station manually and automatically and check the function of all facets of the irrigation system. Contractor will report any damage or incorrect operation to the County's Contract Project Monitor.
- 18.2.3 During testing, Contractor will do the following:
  - 1. Adjust all sprinkler heads for the correct coverage to prevent excessive runoff and/or erosion and to prevent the spread of water onto roadways, sidewalks, windows, hard surface areas and private property.
  - 2. Unplug clogged heads and flush lines to free lines of rock, mud, and debris.
  - 3. Record and report all system malfunctions, damage, and obstructions to the County's Contract Project Monitor and take corrective action.
  - 4. Replace or repair inoperable irrigation equipment identified as the Contractor's responsibility.
- 18.2.4 Repair and/or replace, as determined by the County, damaged or inoperable sprinkler heads, as needed. Missing or broken heads must be replaced immediately to conserve water.
- 18.2.5 Control the irrigation system during inclement weather conditions and limit the use of water concurrent with the weather situation to the satisfaction of the County.
- 18.2.6 Irrigate to maintain adequate growth and appearance as needed by hand watering, operation of manual valves, proper utilization and scheduling of

controllers to comply with watering requirements of the premises and the bleeding valves.

- 18.2.7 Flush irrigation pipelines after repair or replacement of irrigation components.
- 18.2.8 If an automatic irrigation system, or a portion of a system malfunctions, the Contractor, when authorized by the County, will be responsible for the manual manipulation of that system for period of 30 days from the date of the authorization. If the system requires manual manipulation for a greater period, the County may opt to pay the Contractor supplemental pay to continue the manual manipulation, or the County may decide to terminate the supplemental irrigation.

#### **18.3 Watering and Irrigation System Management**

- 18.3.1 Watering and Irrigation System Management will be performed fifty-two (52) times per year (once each week).
- 18.3.2 Watering is to be scheduled at night after the library closes, between the hours of 10:00 p.m. to 4:00 a.m.
- 18.3.3 Contractor will set/adjust watering schedules following daylight savings time change to ensure the timers are reset to run between the hours stated in Section 18.3.2.
- 18.3.4 Contractor will reset the timers to any location that has had a power outage, ensuring that the schedule is set to the hours stated in Section 18.3.2.
- 18.3.5 Watering requirements by plant vary according to the season in a particular year. Contractor will pay extremely close attention to the demands of the plants as influenced by their exposure to sun, wind, shade, and location in the individual planters. The variation in the size of plants installed, as well as the varieties, will be taken into consideration.
- 18.3.6 All landscaped and turf areas will be irrigated as required to maintain adequate growth and appearance with a scheduled most conducive to plant growth.
- 18.3.7 The delivery of adequate moisture to the landscaped areas will include, but not be limited to, hand watering, operation of manual valves, proper utilization of automatic controllers, and the bleeding of valves.
- 18.3.8 To provide adequate soil moisture, Contractor will consider the soil conditions, humidity, minimizing runoff, and the relationship of conditions, which affect day and night watering. This may include daytime watering during freezing weather to prevent icy conditions and manual operation of the irrigation system and/or hand watering with portable sprinklers during periods of windy or inclement weather. A soil probe will be used to depth of twelve inches (12") to determine the water penetration by random testing of the root zones.
- 18.3.9 Watering will be regulated to avoid interference with any use of the facility, roadways, paving, walkways, or areas as designated for scheduled special events.

- 18.3.10 In the areas where wind creates problems of spraying water onto private property or road rights of ways, the controllers will be set to operate during lowest wind velocity which would normally occur at night or early morning hours. Irrigation water will not sheet over the roadway. Any run off of water is not to be tolerated.
- 18.3.11 Irrigation system will be controlled as to not cause any excessively wet or "waterlogged" areas, which could interfere with the ability to mow all turf.
  "In lawn" trees and other planting will be protected from over-watering and run-off drowning.
- 18.3.12 New turf (up through the sixth mowing) will be watered immediately after mowing. Well-established turf will not be watered for at least four (4) hours after mowing.
- 18.3.13 All groundcover areas will be watered as needed to maintain a healthy condition, with appropriate care being taken not to over-water in shady areas.
- 18.3.14 Contractor will follow local watering drought restrictions. Also, if plant material and trees are affected due to the watering restrictions, the Contractor will notify the County's Contract Project Monitor and submit a recommendation for replacing the plants and/or tree with drought resistant plants. Contractor will replace the plants **only** upon approval of the County.
- 18.3.15 Contractor will ensure that all employees working on the irrigation system are fully trained in all phases of landscape irrigation systems and can easily identify and isolate problems and perform the proper testing and inspection of the irrigation system and the maintenance of the sprinkler and drip heads. This knowledge of landscape irrigation systems will include, but not be limited to, the operation, maintenance, adjustment, and repair of said systems and their components.
- 18.3.16 Contractor will be responsible for maintenance of the irrigation system by performing the following tasks:
  - 1. Monitor all irrigation controllers.
  - 2. Inspect and report the status of the irrigation system.
  - 3. Adjust and clean sprinkler heads (may require the removal of the sprinkler head for this function).
  - 4. Repair immediately all broken or missing sprinkler heads causing a loss of a large amount of water.
  - 5. Repair or replace sprinkler heads having a half  $(\frac{1}{2})$  inch inlet.
  - 6. Provide all nipples, caps, plugs, elbows, coupling, etc., from the laterals to the heads due to normal wear.
  - 7. Provide replacements of all risers and swing joints due to normal wear.
  - 8. Flush irrigation pipelines following repairs and replacements.
  - 9. Replace valve box covers due to normal wear.

- 10. Recover and re-fasten removed valve box covers.
- 11. Notify the County's Contract Project Monitor of any damaged or inoperable major irrigation components, indicating the problem, location, size, and type of irrigation equipment.
- 18.3.17 Replacing of irrigation components identified as the Contractors responsibility will be completed within one (1) watering cycle of determining damaged or inoperable irrigation component.
- 18.3.18 Repair irrigation system with originally specified equipment of the same size and quality or substitutes approved by the County prior to any installation thereof.

# **19 SPECIFIC WORK REQUIREMENTS – TREE MANAGEMENT**

Contractor is required to complete all specific work requirements listed below in a professional, workmanlike manner, and with nothing but the highest of standards at no less than the frequencies set forth herein. The safety of workers and the public is paramount. If an operation cannot be thoroughly completed within the designated time frame, Contractor will <u>immediately</u> notify the County's Contract Project Monitor. Failure to comply will result in liquidated damages.

Within thirty (30) days after commencement of the Contract, and yearly thereafter for the term of the Contract, Contractor is to provide the County's Contract Project Monitor with a written Tree Trimming Schedule for each library facility. This schedule will list the month and week that each tree trimming service will be performed and must be strictly adhered to. The County's Project Manager may request adjustments to the schedule.

The schedule is used to notify the library locations of upcoming tree trimming services. The schedule must be followed and if a tree trimming needs to be re-scheduled, Contractor must notify the County's Contract Project Monitor at least five (5) business days prior to the work commencing. Failure to perform the tree trimming service and/or failure to providing notification may result in liquidated damages. Correction of this failure to provide tree trimming must be accomplished within ten (10) business days of the original scheduled date, unless otherwise instructed by the County.

Upon completion of the tree trimming, Contractor will complete SOW Attachment 8 (**Tree Trimming Confirmation Form**) of the SOW and Attachments and submit it to the County's Contract Project Monitor within one (1) business day of completion date.

All completed services will be inspected by the County within five (5) business days of receipt of the form. Any corrections must be completed by the date agreed upon and within the frequency period. Liquidated damages may apply if the corrections are not performed by the dated agreed upon and/or within the frequency period. The assessment of liquidated damages does not relieve the Contractor from the responsibility for the corrections.

#### 19.1 Tree Trimming

- 19.1.1 All trees (excluding palm trees) will be trimmed and thinned at each facility one (1) time per year.
  - 1. Palm trees will be maintained and kept free of dead fronds and potential falling debris at all times.

- 19.1.2 Contractor employees must clean all work areas before and after the completion of the work.
- 19.1.3 Contractor will ensure that all Contractor employees adhere to and follow all safety procedures for tree trimming services at all times. Refer to Section 11 (Safety) of the SOW and Attachments.

## **19.2 Tree Trimming Procedures**

- 19.2.1 Contractor will follow the benchmark standards of the American National Standard Institute (ANSI) A300 Pruning Standards
- 19.2.2 Tree trimming will be performed with the intent of developing structurally sound trees, symmetrical appearance with the proper vertical and horizontal clearance as follows:
  - 1. All trees will be trimmed, shaped, and thinned.
  - 2. All trees will be trimmed away from roof, fence or obstacles and away from private property to prevent encroachment on private property.
  - 3. All trees will be thinned of smaller limbs to distribute the foliage evenly.
  - 4. All trees will be trimmed and shaped to provide a symmetrical appearance typical of species.
  - 5. All trees will be trimmed to encourage healthy growth habits and shaped in order to retain their natural form and proportionate size.
- 19.2.3 Rapid healing of pruning wounds is dependent upon where the cut is made when removing limbs. NEVER LEAVE SHORT STUBS. Some trees produce a corky ring of growth where a limb originates. The pruning cut will be made toward the outside portion of the "collar." If a tree does not produce this characteristic "collar," then make the cut flush to the limb where it is growing.
- 19.2.4 All limbs 1 ½ inches or greater in diameter will be undercut to prevent splitting.
- 19.2.5 All limbs will be lowered to the ground using a method, which prevents damage to the remaining limbs.
- 19.2.6 All cuts exceeding ½ inch will be treated with an appropriate tree heal compound.
- 19.2.7 All equipment utilized will be clean, sharp and expressly designed for tree trimming.
- 19.2.8 Climbing spurs will not be used.
- 19.2.9 Special emphasis will be placed upon public safety during trimming operations, particularly when adjacent to roadways.
- 19.2.10 All green waste and debris will be removed and disposed of offsite at the end of each day's work.

# **19.3 Pruning Procedures**

19.3.1 All tree pruning will be performed as needed throughout the contract

term.

- 19.3.2 The initial step of pruning will be the removal of all deadwoods, weak, diseased, insect infested and damaged branches and limbs.
  - 1. All dead and damaged branches and limbs will be removed at the point of braking, and a smooth cut will be made outside the branch bark ridge.
- 19.3.3 All trees will be pruned where necessary to maintain access and safe vehicular and pedestrian visibility and clearance to prevent or eliminate hazardous situations.
  - 1. All trees will be pruned for vertical and horizontal clearance. Such clearances are seven (7) feet for pedestrian areas and walkways and fourteen (14) feet for vehicular roadways.
- 19.3.4 All trees will be pruned and maintained to prevent any blockage in roof drainage areas and should not obscure safety lights that are attached to buildings and located in parking lots.
- 19.3.5 All crossed or rubbing limbs will be removed unless removal will result in large gaps in the general outline. Limbs should extend alternately from the trunk on twelve (12) inch or twenty-four (24) inch spacing.
- 19.3.6 All suckers and sprouts will be cut flush with the trunk or limb.
- 19.3.7 No stubs will be permitted.
- 19.3.8 All structural weaknesses such as split crotches or limbs, diseased or decayed limbs, or severe damage will be reported to the County's Contract Project Monitor.
- 19.3.9 Special emphasis will be placed upon public safety during pruning operations, particularly when adjacent to roadways.
- 19.3.10 All green waste and debris will be removed and disposed of offsite at the end of each day's work.

## 19.4 Staking and Tying

- 19.4.1 Damaged trees will be staked and tied within twenty-four (24) hours. Replacement stakes or new staking will be completed within five (5) days.
- 19.4.2 Replace missing or damaged stakes where the tree diameter is less than three (3) inches within five (5) days.
- 19.4.3 Stake in those cases where tree has been damaged and required staking support.
- 19.4.4 Stake new trees or recently planted trees which have not previously been staked.
- 19.4.5 Stakes will not be placed closer than eight (8) inches from the trunk of the tree.
- 19.4.6 Stakes and ties will be placed so no chafing of bark occurs.
- 19.4.7 Stakes and ties will be removed by the Contractor once it is determined that they are no longer needed or as requested by the County.

#### 19.4.8 <u>Materials</u>

- 1. Tree stakes, two (2) per tree, will be pentachlorophenol treated lodge pole pine not less than eight (8) feet in length for five (5) gallon size trees not less than ten (10) feet for fifteen (15) gallon trees.
- 2. Guy wires where required and plant ties will be of pliable, zinc-coated ten (10) gauge using two (2) ties per tree.
- 3. Hose for covering wire will be either new or used garden hose at least one-half inch (1/2") in diameter (hose ties should allow for minimum of three (3) additional inches of clearance beyond the diameter of the branch or trunk being secured.

# 20 SPECIFIC WORK REQUIREMENTS – SPECIALTY/AS-NEEDED SERVICES

Contractor is required to complete all specialty/as-needed services listed below in a professional, workmanlike manner, and with nothing but the highest of standards at no less than the frequencies set forth herein. The safety of workers and the public is paramount.

Specialty/as-needed services will be performed at the request of the County for which the Contractor will be compensated per the identified cost listed in Exhibit B (Pricing Schedule) of the Contract, in accordance with Section 9 (Unanticipated Work) of the SOW and Attachments. If an operation cannot be thoroughly completed within the designated time frame, Contractor will <u>immediately</u> notify the County's Contract Project Monitor. Failure to comply will result in liquidated damages.

## 20.1 Downed Trees

20.1.1 All trees which are downed by either natural or unnatural causes will be removed and disposed offsite. Unless prevented by access, where possible, stumps will be removed and/or ground to 12 inches below grade and wood chips removed and hole backfilled to grade.

## 20.2 Renovation of Turf

- 20.2.1 Vertical Mowing
  - 1. Care will be taken to avoid unnecessary or excessive injury to the turf grass.
  - 2. Sweep or take the dislodged thatch from the turf areas and dispose off-site.
  - 3. Standard renovating or vertical mowing type equipment will be used.
  - 4. Vertical mowing to remove the thatch in turf areas will be done to encourage healthy growth and to maintain acceptable appearance.
  - 5. Vertical lawn the soil line and remove all excessive thatch in turf area. Sprinkler heads are to remain one inch below the final grade.

#### 20.2.2 Seeding

1. Contractor will over-seed and/or hydro-seed all damaged, vandalized, and bare areas to re-establish turf to an acceptable quality.

- 2. After the thatch is removed and upon completion of turf detaching all turf areas will be over-seeded, mulched, and watered;
- 3. Areas to be over-seeded and/or hydro-seeded will be seeded utilizing blends or mixtures at the rate application recommended by the County;
- 4. Seed cover material will be spread evenly over the entire area to a uniform depth as requested.

#### 20.2.3 Bare Areas

All planted areas will be cultivated to encourage water penetration, fertilizer absorption.

#### 20.3 Disease/Insect Control

- 20.3.1 All landscaped areas will be maintained free of disease and insects that could cause damage to plant materials including, but not limited to, trees, shrubs, ground cover, and turf.
- 20.3.2 County's Contract Project Monitor will be notified immediately of any disease, insects, or unusual conditions that might develop.
- 20.3.3 A disease control program to prevent all common diseases from causing serious damage will be provided on an as-needed basis. Disease control will be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor.
- 20.3.4 Contractor will adhere to Section 8.55 (Integrated Pest Management Program Compliance) of the Contract.

#### 20.4 Plant Materials

- 20.4.1 Plant materials will conform to the requirements of the Landscape Plan of the areas and the "Horticultural Standards" of American Association of Nurserymen as to kind, size, age, etc. Plants of record and specifications will be consulted to ensure correct identification of species. Plant material larger than those specified may be supplied if complying in all other respects.
- 20.4.2 At minimum, 75% California Native Plants, concentrating on "low water" and "very low water" categories within the CalScape website (<u>https://calscape.org/</u>). The quotes submitted should include the statement that **'at least 75% of the plants installed will be California Native Plants**" OR **"100% of the plants installed will be California Native Plants**", plus, where possible, provide a list of plants so that this can be confirmed based on the website.
- 20.4.3 Substitutions may be allowed, but only with prior written approval by the County.
- 20.4.4 Plant names used in the landscape plan of the area conform to "Standard Plant Names" by American Joint Committee on Horticultural Nomenclature. In those cases not covered therein, the custom of the nursery trade will be followed.

# 20.4.5 **Quality**

- 1. Plants will be sound, healthy, and vigorous, free from plant disease, insect pest or their eggs, and will have healthy normal root systems and comply with all state and local regulations governing these matters.
- 2. Plants will be free from any noxious weeds, have no thorns, no "fruit/berries", and will not be harmful/toxic/poisonous.
- 3. Where caliper or other dimensions of any plant material are omitted from the Plant List, it will be understood that these plant materials will be normal stock for type listed. They will be sturdy enough to stand safely without staking.
- 4. Plant materials will be symmetrical, and/or typical for variety and species and conform to measures specified in the Plant List.
- 5. All plant materials will be provided from a licensed nursery and will be subject to acceptance as to quality by the County.
- 6. All trees will be measured six (6) inches above the ground surface.

## 20.4.6 Plant Material Guarantee

All new plant material including shrubs will be guaranteed to live and remain in healthy condition for no less than ninety (90) days from the date of acceptance of the job by the County.

# 21 GREEN INITIATIVES

- **21.1** Contractor will use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- **21.2** Contractor will notify County's Project Manager of Contractor's new green initiatives prior to the contract commencement.

# **SOW ATTACHMENT 1**

# **CONTRACT DISCREPANCY REPORT**



LA COUNTY LIBRARY

# **CONTRACT DISCREPANCY REPORT**

Date Submitted to Contractor:

TO: (Contractor) John Doe DoeRayMe Building Services, Inc.

Email Address:

FROM: Jane Smit		Phone No.: (562) 459 – 6780
	Services Unit	Email Address:
CONTRACT NO.	12345	CONTRACT TITLE: LANDSCAPE SERVICES – AREA 3
TYPE OF DISCREPA	NCY:	

**DISCREPANCY DETAILS:** 

#### CONTRACTOR RESPONSE INSTRUCTIONS:

- 1. Acknowledge the receipt of the Contract Discrepancy Report to the County's Contract Project Monitor within five (5) business days.
- 2. Review the discrepancy.
- 3. Review the Contract reference for compliance.
- 4. Identify the cause of the problem and determine a corrective action.
- 5. Respond to the Contract Discrepancy Report in writing by submitting a formal letter of response to the County's Contract Project Monitor within ten (10) business days.

#### COUNTY EVALUATION OF CONTRACTOR RESPONSE:

The County will evaluate the response and will reply to the Contractor indicating satisfactory or unsatisfactory completion of the corrective action.

# **SOW ATTACHMENT 2**

# SERVICE LOCATION AND SPECIFICATIONS

# AREA 3

## SERVICE LOCATION AND SPECIFICATIONS

1.	Facility	y:	A C Bilbi	ew Library				
	Address: 150 E. El		Segundo Blvd.					
			Los Ange	les, CA 90061				
# Trees # Palm Trees		alm Trees	Planters Y/N	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N	
	23		1	Y	Y	Y	Y	Y
Spec	ial Note:		n watered w w the lawn s		n system, and o	drip lines are bu	uried in paralle	l lines underground

2.	Facility	/:	Carson F	Carson Regional Library					
	Addres	s:	151 E. Ca	51 E. Carson Street					
			Carson, C	Carson, CA 90745					
#	Trees # Palm Trees			Planters Y/N	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N	
	35		1	Y	Y	Y	Y	Y	

3.	Facility	y:	Comptor	n Library				
	Addres	s:	240 W. C	ompton Blvd.				
			Compton	Compton, CA 90220				
#	Trees # Palm Trees		alm Trees	Planters Y/N	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N
	33		3	Y	Y	Y	Y	Y

4.	Facility	/:	East Ran	icho Doming	juez Library	1			
	Address: 4420 East Rose Street								
			Compton	Compton, CA 90221					
#	# Trees # Palm Trees		Palm Trees	Planters Y/N	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N	
	16		0	Y	Y	N	Ν	Y	

5.	Facility:	Gardena	Gardena Mayme Dear Memorial Library						
	Address:	1731 W. (	Gardena Blvd.						
		Gardena,	CA 90247						
# Trees		# Palm Trees	Planters Y/N	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N		
	1	7	Y	Y	Y	Y	Y		
Japa	anese Gar	den: must be r	naintained in ac	cordance to t	he standards o	of the origina	al design.		
# Bo	nsai Trees	# Palm Trees	Fountain Y/N	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N		
6		2	Y	Y	Y	Y	Y		
	Ocean-Friendly Demonstration Garden: must be maintained in accordance to the standards of the original design and maintenance manual provided by the West Basin Water District.								

# SERVICE LOCATION AND SPECIFICATIONS

6.	Facility	<b>/:</b>	Lawndal	Lawndale Library					
	Addres	s:	14615 Bu	rin Avenue					
		Lawndale, CA 90260							
#	Trees	# F	Palm Trees	Planters Y/N	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N	
	12		4	Y	Y	Y	Y	Y	

7.	Facility	/:	Lomita L	Lomita Library					
	Address: 24200 Narbonne Ave.								
	Lomita, CA 90717								
#	# Trees # Palm Trees Planters Y/N Shrubs Y/N Hedges Y/N Grass Y/N Irrigation S			Irrigation System Y/N					
	24		2	Y	Y	Y	Y	Y	

8.	Facility	/:	Manhatta	an Beach Lib	orary				
	Address: 1320 Hig			ghland Avenue					
			Manhatta	Ianhattan Beach, CA 90266					
#	Trees	# F	alm Trees	ees Planters Y/N Shrubs Y/N Hedges Y/N Grass Y/N Irrigation System Y/					
	6 0		0	Y	N	N	Y	Y	
Spec	Special Note: Lawn watered with drip irrigation system, and drip lines are buried in parallel lines undergroun below the lawn surface.					lines underground			

9.	Facility	/:	Dr. Marti	n Luther Kin	g Jr. Librar	у			
	Addres	Address: 17906 Avalon Blvd.							
			Carson, C	Carson, CA 90746					
#	Trees # Palm Trees Planters Y/N Shrubs Y/N Hedges Y/N Grass Y/N Irrigation System					Irrigation System Y/N			
	8 0			Y	Y	Y	Ν	Y	

10.	Facility	/:	Masao W	/. Satow Libr	ary				
	Address: 14433 South Crenshaw Blvd.								
			Gardena,	Gardena, CA 90249					
#	# Trees # Palm Trees			Planters Y/N	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N	
	6		0	Y	Ν	N	Y	Y	

# SERVICE LOCATION AND SPECIFICATIONS

# FACILITIES SERVICED UPON REQUEST ONLY

Library Facilities	Address	City	Zip Code
Acton Agua Dulce	33792 Crown Valley Road	Acton	93510
Agoura Hills	29901 Ladyface Ct.	Agoura Hills	91301
Alondra	11949 E. Alondra Blvd.	Norwalk	90650
Anthony Quinn	3965 Cesar E. Chavez Ave.	Los Angeles	90063
Artesia	18801 Elaine Ave.	Artesia	90701
Baldwin Park	4181 Baldwin Park Blvd.	Baldwin Park	91706
Bell	4411 E. Gage Ave.	Bell	90201
Bell Gardens	7110 S. Garfield Ave.	Bell Gardens	90201
Chet Holifield	1060 S. Greenwood Ave.	Montebello	90640
City Terrace	4025 E. City Terrace Dr.	Los Angeles	90063
Claremont	208 N. Harvard Ave.	Claremont	91711
Cudahy	5218 Santa Ana St.	Cudahy	90201
Diamond Bar	21800 Copley Dr.	Diamond Bar	91765
Duarte	1301 Buena Vista St.	Duarte	91010
East Los Angeles	4837 E. Third St.	Los Angeles	90022
El Camino Real	4264 E. Whittier Blvd.	Los Angeles	90023
El Monte	3224 Tyler Ave.	El Monte	91731
George Nye, Jr.	6600 Del Amo Blvd.	Lakewood	90713
Hacienda Heights	16010 La Monde St.	Hacienda Heights	91745
Hawthorne	12700 S. Grevillea Ave.	Hawthorne	90250
Hermosa Beach	550 Pier Ave.	Hermosa Beach	90254
La Canada Flintridge	4545 N. Oakwood Ave.	La Canada Flintridge	91011
La Crescenta	2809 Foothill Blvd.	La Crescenta	91214
La Puente	15920 E. Central Ave.	La Puente	91744
La Verne	3640 D St.	La Verne	91750
Lake Los Angeles	16921 E. Avenue O, Suite A	Palmdale	93591
Lancaster	601 W. Lancaster Blvd.	Lancaster	93534
Littlerock	35119 80th St. East	Littlerock	93543
Live Oak	22 W. Live Oak Ave.	Arcadia	91007
Lloyd Taber-Marina Del Rey	4533 Admiralty Way	Marina Del Rey	90292
Malibu	23519 W. Civic Center Way	Malibu	90265
Maywood Cesar Chavez	4323 E. Slauson Ave.	Maywood	90270
Montebello	1550 W. Beverly Blvd.	Montebello	90640
Norwood	4550 N. Peck Rd.	El Monte	91732
Pico Rivera	9001 Mines Ave.	Pico Rivera	90660
Quartz Hill	5040 West Avenue M-2	Quartz Hill	93536
Rivera	7828 S. Serapis Ave.	Pico Rivera	90660
Rosemead	8800 Valley Blvd.	Rosemead	91770
Rowland Heights	1850 Nogales St.	Rowland Heights	91748
San Dimas	145 N. Walnut Ave.	San Dimas	91773
San Fernando	217 N. Maclay Ave.	San Fernando	91340
San Gabriel	500 S. Del Mar Ave.	San Gabriel	91776
Sorensen	6934 Broadway Ave.	Whittier	90606
South El Monte	1430 N. Central Ave.	South El Monte	91733
Sunkist	840 N. Puente Ave.	La Puente	91746
Temple City	5939 Golden West Ave.	Temple City	91780
Topanga	122 N. Topanga Canyon Blvd.	Topanga	90290
Walnut	21155 La Puente Rd.	Walnut	91789
West Covina	1601 West Covina Parkway	West Covina	91790
West Hollywood	625 N. San Vicente Blvd.	West Hollywood	90069
Westlake Village	31220 Oak Crest Dr.	Westlake Village	91361

# **SOW ATTACHMENT 3**

# SERVICE LOCATION AND SPECIFICATIONS

# **AREA 4**

# SERVICE LOCATION AND SPECIFICATIONS

1.	Facility	/:	Avalon L	ibrary				
	Addres	s:	215 Sumi	ner Avenue				
			Avalon, C	A 90201				
Т	rees	Pa	alm Trees	Planters	Shrubs	Hedges	Grass	Irrigation System
	Y		Y	Y	Y	Y	N	Y

2.	Facility	/: Culver C	Culver City Julian Dixon Library							
	Addres	<b>s</b> : 4975 Ov€	4975 Overland Avenue							
		Culver Ci	Culver City, CA 90230							
-	Trees Palm Trees Planters Shrubs Hedges Grass Irrigation System									
	18	0	Y	Y	Y	Y	Y			
Jap	anese Ga	arden: must be	maintained in a	accordance to	the standards	s of the origin	al design.			
Bon	sai Trees	Palm Trees	Fountain/ Wheel	Shrubs	Hedges	Grass	Irrigation System			
	Y	Y	Y	Y	Y	Y	Y			
Special Note: The Bike path is not the responsibility of the Contractor.										

3.	Facility	/:	Florence	-Firestone C	Community	Service Cen	ter			
	Addres	s:	7807 Con	807 Compton Ave.						
			Los Angel	Los Angeles, CA 90001						
Т	Trees Palm Trees Planters Shrubs Hedges Grass Irrigation System					Irrigation System				
	13 0		0	Y	Ν	Ν	Ν	Y		

4.	Facility	<i>/</i> :	Graham	Library					
	Address	s:	1900 East	t Firestone B	lvd.				
			Los Angel	Los Angeles, CA 90001					
Т	Trees P		alm Trees	Planters	Shrubs	Hedges	Grass	Irrigation System	
	4		0	Y	Y	Y	Y	Y	

5.	Facility	/:	Hawthor	ne Library					
	Address: 12700 Grevillea Avenue								
			Hawthorr	Hawthorne, CA 90250					
-	Trees Palm Trees Planters Shrubs Hedges Grass Irrigation			Irrigation System					
	3 0		0	Y	Y	Y	N	Y	

## SERVICE LOCATION AND SPECIFICATIONS

6.	Facility	<b>/:</b>	Hollyparl	k IT Facility				
	Address: 2150 West 120th Street							
		Hawthorne, CA 90250						
Т	rees	Pa	alm Trees	Planters	Shrubs	Hedges	Grass	Irrigation System
	1		4	Y	Y	Y	Y	Y

7.	Facility	<i>'</i> :	Huntingt	on Park Libi	rary			
	Address: 6518 Mil			s Avenue				
			Huntingto	n Par, CA 90	)255			
Т	Trees P		alm Trees	Planters	Shrubs	Hedges	Grass	Irrigation System
	3		0	Y	Y	Y	Y	Y

8.	Facility	<b>/:</b>	Lennox L	ibrary Com	plex				
	Address	4359 Lennox Blvd.							
			Lennox, CA 90304						
Т	rees	Pa	alm Trees	Planters	Shrubs	Hedges	Grass	Irrigation System	
	46 0 Y Y Y Y Y				Y				
Spec	Special Note: The property incorporates Lennox Library and the Constituent Services Center.						nter.		

9.	Facility	/:	View Par	k Library				
	Address: 3854 West 54th Street							
			Los Angeles, CA 90043					
Т	Trees Pa		alm Trees	Planters	Shrubs	Hedges	Grass	Irrigation System
	6		2	Y	Y	Y	Y	Y

10.	Facility	: Wiseburn	Library				
	Address	<b>s:</b> 5335 Wes <sup>-</sup>	t 135th Stree	et			
		Hawthorne	e, CA 90250				
Т	Trees Palm Trees		Planters	Shrubs	Hedges	Grass	Irrigation System
	5	0	Y	Y	Y	N	Y

11.	Facility	: Woodcr	est Library					
	Address	s: 1340 We	est 106th Stre	et				
		Los Ang	₋os Angeles, CA 90044					
Т	rees	Palm Trees	Planters	Shrubs	Hedges	Grass	Irrigation System	
	18	0	Y	Y	Y	Y	Y	

## LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – AREA 4

# SERVICE LOCATION AND SPECIFICATIONS

# FACILITIES SERVICED UPON REQUEST ONLY

Acton Agua Dulce         33782 Crown Valley Road         Acton         93510           Agoura Hills         29901 Ladyface CL         Agoura Hills         91301           Alondra         11849 E. Alondra Blvd.         Norwalk         90650           Anthony Quinn         3965 Cesar E. Chavez Ave.         Los Angeles         90063           Artesia         18801 Elaine Ave.         Artesia         90701           Baldwin Park         4181 Baldwin Park Blvd.         Baldwin Park         91706           Bell         4411 E. Gage Ave.         Bell         90201           Bell Gardens         7110 S. Garfield Ave.         Bell Gardens         90201           Chet Holifield         1060 S. Greenwood Ave.         Montebello         90640           City Terrace         4025 E. City Terrace Dr.         Los Angeles         90063           Claremont         208 N. Harvard Ave.         Claremont         91711           Cadahy         90210         Diarmond Bar         91765           Duarte         191010         East Ana St.         Los Angeles         90023           El Camino Real         4264 E. Whittier Blvd.         Los Angeles         90023           El Camino Real         4264 E. Whittier Blvd.         Los Assences         90713<	Library Facilities	Address	City	Zip Code
Alondra         11949 E. Alondra Blvd.         Norwalk         90650           Anthony Quinn         3965 Ceasr E. Chavez Ave.         Los Angeles         900701           Baldwin Park         18801 Elaine Ave.         Artesia         90701           Baldwin Park         4181 Baldwin Park Blvd.         Baldwin Park         91701           Bell         4411 E. Gage Ave.         Bell         90201           Chet Hollfield         1060 S. Greenwood Ave.         Montebelio         90663           Chet Hollfield         1060 S. Greenwood Ave.         Montebelio         90663           Claremont         208 N. Harvard Ave.         Claremont         91711           Cudahy         5218 Santa Ana St.         Cudahy         90201           Diamond Bar         21600 Copley Dr.         Diamond Bar         91765           Duarte         1301 Buena Vista St.         Los Angeles         90023           El Camino Real         4264 E. Whittier Blvd.         Los Angeles         90023           El Camino Real         4264 E. Whittier Blvd.         Las Angeles         90023           El Camino Real         4264 E. Whittier Blvd.         Las Angeles         90024           Hacinda Heights         16010 La Monde St.         Haxewood         90711				
Anthony Quinn         3965 Cesar E. Chavez Ave.         Los Angeles         90063           Artesia         18801 Elaine Ave.         Artesia         90701           Baldwin Park         4181 Baldwin Park Blvd.         Baldwin Park         91706           Bell         4411 E. Gage Ave.         Bell Gardens         90201           Chet Hollfield         1060 S. Greenwood Ave.         Montebello         90663           City Terrace         4025 E. City Terrace Dr.         Los Angeles         90063           Citaremont         208 N. Harvard Ave.         Claremont         91711           Cudahy         5218 Santa Ana St.         Cudahy         90221           Diamond Bar         21800 Copley Dr.         Diamond Bar         91765           Duarte         1301 Buena Vista St.         Duarte         90023           El Camino Real         4254 E. Whittier Blvd.         Los Angeles         90023           El Monte         91731         George Nye, Jr.         6600 Del Amo Blvd.         Lakewood         90713           Hawthorne         12700 S. Greville Ave.         Hawthorne         90254           La Canada Flintridge         4545 N. Oakwood Ave.         La Canada Flintridge         91745           Hawthorne         12700 S. Greville Ave. </td <td>Agoura Hills</td> <td></td> <td>Agoura Hills</td> <td>91301</td>	Agoura Hills		Agoura Hills	91301
Artesia         18801 Elaine Ave.         Artesia         90701           Baldwin Park         4181 Baldwin Park Blvd.         Baldwin Park         91706           Bell         Gardens         7110 S. Garfield Ave.         Bell         90201           Chet Holifield         1060 S. Greenwood Ave.         Bell Gardens         90201           Chet Holifield         1060 S. Greenwood Ave.         Montebello         90603           Claremont         206 N. Harvard Ave.         Claremont         91711           Cudahy         5218 Santa Ana St.         Cudahy         90201           Diamond Bar         21800 Copley Dr.         Diamond Bar         91765           Duarte         1301 Buena Vista St.         Los Angeles         90022           El Camino Real         4264 E. Whittier Blvd.         Los Angeles         90023           El Monte         3224 Tyler Ave.         El Monte         91731           George Nye, Jr.         6600 Del Amo Blvd.         Lakewood         90713           Hacienda Heights         16010 La Monde St.         Hacienda Heights         91745           Hawtonre         12700 S. Grevillea Ave.         Harworne         90250           La Crescenta         2809 Foothill Blvd.         La Crescenta         91214<	Alondra	11949 E. Alondra Blvd.		90650
Baldwin Park         4181 Baldwin Park Blvd.         Baldwin Park         91706           Bell         4411 E. Gage Ave.         Bell         90201           Bell Gardens         7110 S. Garfield Ave.         Bell Gardens         90201           Chet Holffield         1060 S. Greenwood Ave.         Montebello         90201           Chet Holffield         1060 S. Greenwood Ave.         Montebello         90063           Claremont         208 N. Harvard Ave.         Claremont         91711           Cudahy         5218 Santa Ana St.         Cudahy         90201           Diamond Bar         21800 Copley Dr.         Diamond Bar         91766           Duarte         1301 Buena Vista St.         Los Angeles         90022           El Camino Real         4264 E. Whittier Blvd.         Los Angeles         90023           El Monte         3224 Tyler Ave.         El Monte         91731           George Nye, Jr.         6600 Del Amo Blvd.         Lakewood         90713           Haxitonne         12700 S. Grevillea Ave.         Hawthorne         90250           Hermosa Beach         550 Pier Ave.         Haemosa Beach         90254           La Crascenta         2080 Foothill Blvd.         La Crescenta         91741	Anthony Quinn	3965 Cesar E. Chavez Ave.		90063
Bell         4411 E. Gage Ave.         Bell         90201           Bell Gardens         7110 S. Garfield Ave.         Bell Gardens         90201           Chet Holifield         1060 S. Greenwood Ave.         Montebelio         90640           City Terrace         4025 E. City Terrace Dr.         Los Angeles         90063           Claremont         208 N. Harvard Ave.         Claremont         91711           Cudahy         5218 Santa Ana St.         Cudahy         90201           Diarnond Bar         21800 Copley Dr.         Diarnond Bar         91765           Duarte         1301 Buena Vista St.         Duarte         910023           El Camino Real         4284 E. Whitter Blvd.         Los Angeles         90022           El Camino Real         4284 E. Whitter Blvd.         Lakewood         90713           George Nye, Jr.         6600 Del Arno Blvd.         Lakewood         90714           Hacienda Heights         16010 La Monde St.         Hacienda Heights         91745           Hawthorne         12700 S. Grevillea Ave.         Harwhorne         90254           La Canada Flintridge         4545 N. Oakwood Ave.         La Canada Flintridge         91744           La Verne         36920 D St.         La Veracaia         91744	Artesia	18801 Elaine Ave.	Artesia	90701
Bell Gardens         7110 S. Garfield Ave.         Bell Gardens         90201           Chet Holifield         1060 S. Greenwood Ave.         Montebelio         90640           Claremont         208 N. Harvard Ave.         Claremont         91711           Cudahy         5218 Santa Ana St.         Cudahy         90201           Diamond Bar         21800 Copley Dr.         Diamond Bar         91765           Duarte         1301 Buena Vista St.         Duarte         91010           East Los Angeles         4837 E. Third St.         Los Angeles         90023           El Camino Real         4264 E. Whittier Blvd.         Los Angeles         90023           El Monte         3224 Tyler Ave.         El Monte         91731           George Nye, Jr.         6600 Del Amo Blvd.         Lakewood         90713           Hawthorne         12700 S. Grevillea Ave.         Hermosa Beach         90250           Hermosa Beach         550 Pier Ave.         Hermosa Beach         90254           La Crescenta         2809 Foothill Blvd.         La Crescenta         91214           La Verne         15920 E. Central Ave.         La Verne         91750           Lak Cos Angeles         16921 E. Avenue O, Suite A         Palmdale         93591	Baldwin Park	4181 Baldwin Park Blvd.		91706
Chet Holifield         1060 S. Greenwood Ave.         Montebello         90640           City Terrace         4025 E. City Terrace Dr.         Los Angeles         90063           Claremont         208 N. Harvard Ave.         Claremont         91711           Cudahy         5218 Santa Ana St.         Cudahy         90201           Diamond Bar         21800 Copley Dr.         Diamond Bar         91765           Duarte         1301 Buena Vista St.         Duarte         91010           East Los Angeles         4837 E. Third St.         Los Angeles         90023           El Camino Real         4224 E. Whittier Blvd.         Los Angeles         90023           El Monte         3224 Tyler Ave.         El Monte         91731           George Nye, Jr.         6600 Del Amo Blvd.         Lakewood         90713           Havthorne         12700 S. Grevillea Ave.         Hawthorne         90254           La Canada Flintridge         4545 N. Oakwood Ave.         La Canada Flintridge         91741           La Puente         15920 E. Central Ave.         La Verne         91744           La Verne         3640 D St.         La Verne         91750           Lak Los Angeles         16921 E. Avenue O, Suite A         Palmdale         93534 <td>Bell</td> <td>4411 E. Gage Ave.</td> <td>Bell</td> <td>90201</td>	Bell	4411 E. Gage Ave.	Bell	90201
City Terrace         4025 E. City Terrace Dr.         Los Angeles         90063           Claremont         208 N. Harvard Ave.         Claremont         91711           Cudahy         5218 Santa Ana St.         Cudahy         90201           Diamond Bar         21800 Copley Dr.         Diamond Bar         91765           Duarte         1301 Buena Vista St.         Duarte         91010           East Los Angeles         4837 E. Third St.         Los Angeles         90022           El Camino Real         4264 E. Whittier Blvd.         Los Angeles         90023           El Monte         3224 Tyler Ave.         El Monte         91731           George Nye, Jr.         6600 Del Amo Blvd.         Lakewood         90713           Hacienda Heights         16010 La Monde St.         Hacienda Heights         91745           Hawthorne         12700 S. Grevillea Ave.         Harwthorne         90250           La Canada Flintridge         4545 N. Oakwood Ave.         La Canada Flintridge         91011           La Crescenta         2809 Foothill Blvd.         La Puente         91750           La Verne         3640 D St.         La Verne         91750           Lak Los Angeles         16921 E. Avenue O, Suite A         Palmdale         93591	Bell Gardens		Bell Gardens	90201
Claremont         208 N. Harvard Ave.         Claremont         91711           Cudahy         5218 Santa Ana St.         Cudahy         90201           Diamond Bar         21800 Copley Dr.         Diamond Bar         91765           Duarte         1301 Buena Vista St.         Duarte         91010           East Los Angeles         4837 E. Third St.         Los Angeles         90023           El Camino Real         4264 E. Whitter Blvd.         Los Angeles         90023           El Monte         3224 Tyler Ave.         El Monte         91731           George Nye, Jr.         6600 Del Amo Blvd.         Lakewood         90713           Havithorne         12700 S. Grevillea Ave.         Havithorne         90254           La Canada Flintridge         4545 N. Oakwood Ave.         La Canada Flintridge         91714           La Puente         15920 E. Central Ave.         La Puente         91724           La Verne         3640 D St.         La Verne         91744           La Verne         16921 E. Avenue O, Suite A         Palmdale         93591           Lancaster         1061 W. Lancaster Blvd.         Lancaster         93534           Litterock         35119 80th St, East         Litterock         93534	Chet Holifield		Montebello	90640
Cudahy         5218 Santa Ana St.         Cudahy         90201           Diamond Bar         21800 Copley Dr.         Diamond Bar         91765           Duarte         1301 Buena Vista St.         Duarte         91010           East Los Angeles         4837 E. Third St.         Los Angeles         90023           El Camino Real         4264 E. Whittier Bivd.         Los Angeles         90023           El Camino Real         4264 E. Whittier Bivd.         Los Angeles         90023           El Camino Real         4264 E. Whittier Bivd.         Los Angeles         90023           El Monte         3224 Tyler Ave.         El Monte         91731           George Nye, Jr.         6600 Del Amo Bivd.         Lakewood         90713           Hazienda Heights         16010 La Monde St.         Hacienda Heights         91745           Hawthorne         12700 S. Grevillea Ave.         Harmosa Beach         90250           La Canada Flintridge         4545 N. Oakwood Ave.         La Canada Flintridge         91011           La Canada Flintridge         15820 E. Central Ave.         La Puente         91750           La Verne         3640 D St.         La Verne         91750           Lake Los Angeles         16921 E. Avenue O. Suite A         Palmodale <td>City Terrace</td> <td></td> <td>Los Angeles</td> <td>90063</td>	City Terrace		Los Angeles	90063
Diamond Bar         21800 Copley Dr.         Diamond Bar         91765           Duarte         1301 Buena Vista St.         Duarte         91010           East Los Angeles         4837 E. Third St.         Los Angeles         90022           El Camino Real         4264 E. Whittier Blvd.         Los Angeles         90023           El Monte         3224 Tyler Ave.         El Monte         91731           George Nye, Jr.         6600 Del Amo Blvd.         Lakewood         90713           Hacienda Heights         16010 La Monde St.         Hacienda Heights         91745           Hawthorne         12700 S. Grevillea Ave.         Hawthorne         90250           Herrnosa Beach         550 Pier Ave.         Herrnosa Beach         90251           La Canada Flintridge         4545 N. Oakwood Ave.         La Canada Flintridge         91011           La Puente         15920 E. Central Ave.         La Puente         91750           Lake Los Angeles         16921 E. Avenue O, Suite A         Palmdale         93591           Lancaster         601 W. Lancaster Blvd.         Lancaster         93543           Live Oak         22 W. Live Oak Ave.         Arcadia         91007           Logd Taber-Marina Del Rey         4533 Admiralty Way         Marina Del R	Claremont	208 N. Harvard Ave.	Claremont	91711
Duarte         1301 Buena Vista St.         Duarte         91010           East Los Angeles         4837 E. Third St.         Los Angeles         90022           El Camino Real         4264 E. Whitier Blvd.         Los Angeles         90023           El Monte         3224 Tyler Ave.         El Monte         91731           George Nye, Jr.         6600 Del Amo Blvd.         Lakewood         90713           Hacienda Heights         116010 La Monde St.         Hacienda Heights         91745           Hawthorne         12700 S. Grevillea Ave.         Hawthorne         90250           Hernosa Beach         550 Pier Ave.         Hernosa Beach         90254           La Canada Flintridge         4545 N. Oakwood Ave.         La Canada Flintridge         91011           La Canada Flintridge         4545 N. Oakwood Ave.         La Canada Flintridge         91750           Lak Los Angeles         16921 E. Avenue O, Suite A         Palmdale         93591           Lancaster         601 W. Lancaster Blvd.         Lancaster         93534           Littlerook         35119 80th St. East         Littlerook         93543           Littlerook         3519 80th St. East         Littlerook         93543           Literook         3550 W. Eeverty Blvd.         Mar		5218 Santa Ana St.	Cudahy	90201
East Los Angeles         4837 E. Third St.         Los Angeles         90022           El Camino Real         4264 E. Whittier Blvd.         Los Angeles         90023           El Camino Real         4264 E. Whittier Blvd.         Los Angeles         90023           El Monte         3224 Tyler Ave.         El Monte         91731           George Nye, Jr.         6600 Del Amo Blvd.         Lakewood         90713           Hacienda Heights         16010 La Monde St.         Hacienda Heights         91745           Hawthorne         12700 S. Grevillea Ave.         Hawthorne         90250           Hermosa Beach         550 Pier Ave.         La Canada Flintridge         91011           La Crescenta         2809 Foothill Blvd.         La Crescenta         91214           La Verne         15920 E. Central Ave.         La Verne         91750           Lake Los Angeles         16921 E. Avenue O, Suite A         Palmdale         93591           Lancaster         601 W. Lancaster Blvd.         Lancaster         93534           Littlerock         35119 80th St. East         Littlerock         93543           Live Oak         22 W. Live Oak Ave.         Arcadia         91007           Loyd Taber-Marina Del Rey         4533 Admiralty Way         Marina Del	Diamond Bar	21800 Copley Dr.	Diamond Bar	91765
El Camino Real         4264 E. Whittier Blvd.         Los Angeles         90023           El Monte         3224 Tyler Ave.         El Monte         911731           George Nye, Jr.         6600 Del Amo Blvd.         Lakewood         90713           Hacienda Heights         16010 La Monde St.         Hacienda Heights         91745           Hawthorne         12700 S. Grevillea Ave.         Hawthorne         90250           La Canada Flintridge         4545 N. Oakwood Ave.         La Canada Flintridge         91011           La Crescenta         2809 Foothill Blvd.         La Canada Flintridge         91011           La Crescenta         2809 Foothill Blvd.         La Crescenta         91214           La Verne         3640 D St.         La Verne         91750           Lake Los Angeles         16921 E. Avenue O, Suite A         Palmdale         93531           Lintcock         35119 80th St. East         Littlerock         93543           Live Oak         25119 W. Civic Center Way         Marina Del Rey         90292           Maibu         20265         Maywood Cesar Chavez         4533 Admiralty Way         Marina Del Rey         90292           Marywood Cesar Chavez         4532 N. Deverty Blvd.         Monte         91732         90660 <tr< td=""><td></td><td>1301 Buena Vista St.</td><td>Duarte</td><td>91010</td></tr<>		1301 Buena Vista St.	Duarte	91010
El Camino Real         4264 E. Whittier Blvd.         Los Angeles         90023           El Monte         3224 Tyler Ave.         El Monte         911731           George Nye, Jr.         6600 Del Amo Blvd.         Lakewood         90713           Hacienda Heights         16010 La Monde St.         Hacienda Heights         91745           Hawthorne         12700 S. Grevillea Ave.         Hawthorne         90250           La Canada Flintridge         4545 N. Oakwood Ave.         La Canada Flintridge         91011           La Crescenta         2809 Foothill Blvd.         La Canada Flintridge         91011           La Crescenta         2809 Foothill Blvd.         La Crescenta         91214           La Verne         3640 D St.         La Verne         91750           Lake Los Angeles         16921 E. Avenue O, Suite A         Palmdale         93531           Lintcock         35119 80th St. East         Littlerock         93543           Live Oak         25119 W. Civic Center Way         Marina Del Rey         90292           Maibu         20265         Maywood Cesar Chavez         4533 Admiralty Way         Marina Del Rey         90292           Marywood Cesar Chavez         4532 N. Deverty Blvd.         Monte         91732         90660 <tr< td=""><td>East Los Angeles</td><td>4837 E. Third St.</td><td>Los Angeles</td><td>90022</td></tr<>	East Los Angeles	4837 E. Third St.	Los Angeles	90022
George Nye, Jr.         6600 Del Amo Blvd.         Lakewood         90713           Hacienda Heights         16010 La Monde St.         Hacienda Heights         91745           Hawthorne         12700 S. Grevillea Ave.         Hawthorne         90250           Hermosa Beach         550 Pier Ave.         La Canada Flintridge         9111           La Canada Flintridge         4545 N. Oakwood Ave.         La Canada Flintridge         91214           La Canada Flintridge         15920 E. Central Ave.         La Puente         91744           La Verne         3640 D St.         La Verne         91744           La Verne         3640 D St.         La Verne         91744           La verne         3640 D St.         La Verne         93591           Lancaster         601 W. Lancaster Blvd.         Lancaster         93534           Littlerock         35119 80th St. East         Littlerock         93543           Live Oak         22 W. Live Oak Ave.         Arcadia         91007           Loyd Taber-Marina Del Rey         4323 E. Slauson Ave.         Maywood         90227           Malibu         232519 W. Civic Center Way         Malibu         90265           Maywood Cesar Chavez         4323 E. Slauson Ave.         Maywood         90270		4264 E. Whittier Blvd.	Los Angeles	90023
Hacienda Heights         16010 La Monde St.         Hacienda Heights         91745           Hawthorme         12700 S. Grevillea Ave.         Hawthorne         90250           La Canada Flintridge         4545 N. Oakwood Ave.         La Canada Flintridge         91011           La Canada Flintridge         4545 N. Oakwood Ave.         La Canada Flintridge         91214           La Crescenta         2809 Foothill Blvd.         La Crescenta         91745           La Verne         3640 D St.         La Verne         91750           Lake Los Angeles         16921 E. Avenue O, Suite A         Palmdale         93591           Lancaster         601 W. Lancaster Blvd.         Lancaster         93543           Littlerock         3519 80th St. East         Littlerock         93543           Live Oak         22 W. Live Oak Ave.         Arcadia         91007           Loyd Taber-Marina Del Rey         4533 Admiralty Way         Marina Del Rey         90292           Malibu         23519 W. Civic Center Way         Malibu         90265           Maywood         45350 N. Peck Rd.         El Monte         91732           Pico Rivera         9001 Mines Ave.         Pico Rivera         90660           Ouartz Hill         5040 West Avenue M-2         Quartz	El Monte	3224 Tyler Ave.		91731
Hacienda Heights         16010 La Monde St.         Hacienda Heights         91745           Hawthorme         12700 S. Grevillea Ave.         Hawthorne         90250           La Canada Flintridge         4545 N. Oakwood Ave.         La Canada Flintridge         91011           La Canada Flintridge         4545 N. Oakwood Ave.         La Canada Flintridge         91214           La Crescenta         2809 Foothill Blvd.         La Crescenta         91745           La Verne         3640 D St.         La Verne         91750           Lake Los Angeles         16921 E. Avenue O, Suite A         Palmdale         93591           Lancaster         601 W. Lancaster Blvd.         Lancaster         93543           Littlerock         3519 80th St. East         Littlerock         93543           Live Oak         22 W. Live Oak Ave.         Arcadia         91007           Loyd Taber-Marina Del Rey         4533 Admiralty Way         Marina Del Rey         90292           Malibu         23519 W. Civic Center Way         Malibu         90265           Maywood         45350 N. Peck Rd.         El Monte         91732           Pico Rivera         9001 Mines Ave.         Pico Rivera         90660           Ouartz Hill         5040 West Avenue M-2         Quartz	George Nye, Jr.	6600 Del Amo Blvd.	Lakewood	90713
Hermosa Beach         550 Pier Ave.         Hermosa Beach         90254           La Canada Flintridge         4545 N. Oakwood Ave.         La Canada Flintridge         91011           La Crescenta         2809 Foothill Blvd.         La Crescenta         91214           La Puente         15920 E. Central Ave.         La Puente         91744           La Verne         3640 D St.         La Verne         917450           Lake Los Angeles         16921 E. Avenue O, Suite A         Palmdale         93531           Lancaster         601 W. Lancaster Blvd.         Lancaster         93534           Littlerock         35119 80th St. East         Littlerock         93543           Live Oak         22 W. Live Oak Ave.         Arcadia         91007           Lloyd Taber-Marina Del Rey         4533 Admiralty Way         Marina Del Rey         90292           Malibu         23519 W. Civic Center Way         Malibu         902656           Maywood Cesar Chavez         4323 E. Slauson Ave.         Maywood         90270           Montebello         1550 W. Beverly Blvd.         Montebello         90660           Norwood         4550 N. Peck Rd.         El Monte         91732           Pico Rivera         90060         90660         Rosemead		16010 La Monde St.	Hacienda Heights	91745
La Canada Flintridge4545 N. Oakwood Ave.La Canada Flintridge91011La Crescenta2809 Foothill Blvd.La Crescenta91214La Puente15920 E. Central Ave.La Puente91744La Verne3640 D St.La Verne91750Lake Los Angeles16921 E. Avenue O, Suite APalmdale93591Lancaster601 W. Lancaster Blvd.Lancaster93543Littlerock35119 80th St. EastLittlerock93543Live Oak22 W. Live Oak Ave.Arcadia91007Lloyd Taber-Marina Del Rey4533 Admiralty WayMarina Del Rey90292Malibu23519 W. Civic Center WayMalibu90265Maywood Cesar Chavez4323 E. Slauson Ave.Maywood90270Montebello1550 N. Peck Rd.El Monte91732Pico Rivera9001 Mines Ave.Pico Rivera90660Quartz Hill5040 West Avenue M-2Quartz Hill93536Gavera7828 S. Serapis Ave.Pico Rivera90660Rivera7828 S. Serapis Ave.Pico Rivera90660Rosemead8800 Valley Blvd.Rosemead91773San Fernando217 N. Maclay Ave.San Dimas91748San Dimas145 N. Walnut Ave.San Gabriel91748San Gabriel500 S. Del Mar Ave.South El Monte91733San Fernando217 N. Maclay Ave.San Gabriel91746Sorensen6934 Broadway Ave.Whittier90606South El Monte1430 N. Central Av	Hawthorne	12700 S. Grevillea Ave.	Hawthorne	90250
La Crescenta2809 Foothill Blvd.La Crescenta91214La Puente15920 E. Central Ave.La Puente91744La Verne3640 D St.La Verne91750Lake Los Angeles16921 E. Avenue O, Suite APalmdale93591Lancaster601 W. Lancaster Blvd.Lancaster93534Littlerock35119 80th St. EastLittlerock93543Live Oak22 W. Live Oak Ave.Arcadia91007Lloyd Taber-Marina Del Rey4533 Admiralty WayMarina Del Rey90292Malibu23519 W. Civic Center WayMalibu90265Maywood Cesar Chavez4323 E. Slauson Ave.Maywood90270Montebello1550 W. Beverly Blvd.Montebello90640Norwood4550 N. Peck Rd.El Monte91732Pico Rivera9001 Mines Ave.Pico Rivera90660Quartz Hill5040 West Avenue M-2Quartz Hill93536Rivera7828 S. Serapis Ave.Pico Rivera90660Rowland Heights1850 Nogales St.Rowland Heights91748San Dimas145 N. Walnut Ave.San Dimas91748San Gabriel500 S. Del Mar Ave.San Gabriel91733Sunkist840 N. Puente Ave.La Puente91748Sorensen6934 Broadway Ave.Whittier90606South El Monte1430 N. Central Ave.San Gabriel91733Sunkist840 N. Puente Ave.La Puente91746Temple City5939 Golden West Ave.Temple Ci	Hermosa Beach	550 Pier Ave.	Hermosa Beach	90254
La Puente15920 E. Central Ave.La Puente91744La Verne3640 D St.La Verne91750Lake Los Angeles16921 E. Avenue O, Suite APalmdale93591Lancaster601 W. Lancaster Blvd.Lancaster93534Littlerock35119 80th St. EastLittlerock93543Live Oak22 W. Live Oak Ave.Arcadia91007Lloyd Taber-Marina Del Rey4533 Admiralty WayMarina Del Rey90292Malibu23519 W. Civic Center WayMalibu90265Maywood Cesar Chavez4323 E. Slauson Ave.Maywood90270Montebello1550 W. Beverly Blvd.Montebello90640Norwood4550 N. Peck Rd.El Monte91732Pico Rivera9001 Mines Ave.Pico Rivera90660Quartz Hill5040 West Avenue M-2Quartz Hill93536Rivera7828 S. Serapis Ave.Pico Rivera90660Rosemead8800 Valley Blvd.Rosemead91770Rowland Heights1850 Nogales St.Rowland Heights9174San Dimas145 N. Walnut Ave.San Dimas91773San Gabriel500 S. Del Mar Ave.San Gabriel91736Sorensen6934 Broadway Ave.Whittier90606South El Monte1430 N. Central Ave.San Gabriel91776Sorensen6934 Broadway Ave.Whittier90606South El Monte1430 N. Central Ave.South El Monte91733Sunkist840 N. Puente Rve.La Puente <td>La Canada Flintridge</td> <td>4545 N. Oakwood Ave.</td> <td>La Canada Flintridge</td> <td>91011</td>	La Canada Flintridge	4545 N. Oakwood Ave.	La Canada Flintridge	91011
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Pico Rivera9001 Mines Ave.Pico Rivera90660Quartz Hill5040 West Avenue M-2Quartz Hill93536Rivera7828 S. Serapis Ave.Pico Rivera90660Rosemead8800 Valley Blvd.Rosemead91770Rowland Heights1850 Nogales St.Rowland Heights91748San Dimas145 N. Walnut Ave.San Dimas91773San Fernando217 N. Maclay Ave.San Fernando91340Sorensen6934 Broadway Ave.Whittier90606South El Monte1430 N. Central Ave.South El Monte91733Sunkist840 N. Puente Ave.La Puente91746Temple City5939 Golden West Ave.Temple City91780Topanga122 N. Topanga Canyon Blvd.Topanga90290Walnut21155 La Puente Rd.Walnut91789West Covina1601 West Covina ParkwayWest Covina91790West Hollywood625 N. San Vicente Blvd.West Hollywood90069	Montebello	1550 W. Beverly Blvd.	Montebello	90640
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Rosemead8800 Valley Blvd.Rosemead91770Rowland Heights1850 Nogales St.Rowland Heights91748San Dimas145 N. Walnut Ave.San Dimas91773San Fernando217 N. Maclay Ave.San Fernando91340San Gabriel500 S. Del Mar Ave.San Gabriel91776Sorensen6934 Broadway Ave.Whittier90606South El Monte1430 N. Central Ave.South El Monte91746Temple City5939 Golden West Ave.Temple City91780Topanga122 N. Topanga Canyon Blvd.Topanga90290Walnut21155 La Puente Rd.Walnut91789West Covina1601 West Covina ParkwayWest Covina91790West Hollywood625 N. San Vicente Blvd.West Hollywood90069	Quartz Hill	5040 West Avenue M-2	Quartz Hill	93536
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Sorensen6934 Broadway Ave.Whittier90606South El Monte1430 N. Central Ave.South El Monte91733Sunkist840 N. Puente Ave.La Puente91746Temple City5939 Golden West Ave.Temple City91780Topanga122 N. Topanga Canyon Blvd.Topanga90290Walnut21155 La Puente Rd.Walnut91789West Covina1601 West Covina ParkwayWest Covina91790West Hollywood625 N. San Vicente Blvd.West Hollywood90069	San Fernando	217 N. Maclay Ave.	San Fernando	91340
South El Monte1430 N. Central Ave.South El Monte91733Sunkist840 N. Puente Ave.La Puente91746Temple City5939 Golden West Ave.Temple City91780Topanga122 N. Topanga Canyon Blvd.Topanga90290Walnut21155 La Puente Rd.Walnut91789West Covina1601 West Covina ParkwayWest Covina91790West Hollywood625 N. San Vicente Blvd.West Hollywood90069	San Gabriel	500 S. Del Mar Ave.	San Gabriel	91776
Sunkist840 N. Puente Ave.La Puente91746Temple City5939 Golden West Ave.Temple City91780Topanga122 N. Topanga Canyon Blvd.Topanga90290Walnut21155 La Puente Rd.Walnut91789West Covina1601 West Covina ParkwayWest Covina91790West Hollywood625 N. San Vicente Blvd.West Hollywood90069	Sorensen	6934 Broadway Ave.	Whittier	90606
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Topanga122 N. Topanga Canyon Blvd.Topanga90290Walnut21155 La Puente Rd.Walnut91789West Covina1601 West Covina ParkwayWest Covina91790West Hollywood625 N. San Vicente Blvd.West Hollywood90069	Temple City		Temple City	91780
Walnut21155 La Puente Rd.Walnut91789West Covina1601 West Covina ParkwayWest Covina91790West Hollywood625 N. San Vicente Blvd.West Hollywood90069	Topanga		Topanga	90290
West Hollywood 625 N. San Vicente Blvd. West Hollywood 90069	Walnut		Walnut	91789
West Hollywood 625 N. San Vicente Blvd. West Hollywood 90069	West Covina	1601 West Covina Parkway	West Covina	
			West Hollywood	

# **SOW ATTACHMENT 4**

# SERVICE LOCATION AND SPECIFICATIONS

# AREA 5

## SERVICE LOCATION AND SPECIFICATIONS

1.	Facility	y:	Angelo M	Angelo M. Iacoboni Library					
	Address: 4990 Clar		k Avenue						
			Lakewood	Lakewood, CA 90712					
#	# Trees # Palm Trees		# Planters	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N		
	Y		0	Y	Y	Y	Ν	Y	

2.	Facility	/:	Clifton M.	Clifton M. Brakensiek Library					
	Address: 9945 Eas			Flower Stree	et				
			Bellflower	Bellflower, CA 90706					
#	# Trees #		Palm Trees	# Planters	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N	
	23		2	Y	Y	Y	Y	Y	

3.	Facility	/:	Hollydale Library					
	Address: 12000 Sc		uth Garfield	Avenue				
		South Gate, CA 90280						
#	# Trees # Palr		Palm Trees	# Planters	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N
	0		0	Y	N	N	Ν	Ν

4.	Facility	/:	La Mirad	La Mirada Library					
	Address: 13800 La		Mirada Blvd.						
	La Mirada			, CA 90638					
#	# Trees # Palm Trees		alm Trees	# Planters	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N	
	22		0	Y	Y	Y	Y	Y	

5.	Facility	<b>y</b> :	Leland R	. Weaver Lik	orary			
	Address: 4035 Two			edy Blvd.				
			South Gat	e, CA 90280				
#	# Trees # Palm Trees		# Planters	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N	
	10		0	Y	Y	Y	Y	Y

6.	Facility: Los Niet			os Library				
	Address: 8511 Duc		hess Drive					
	Whittier,		Whittier, (	CA 90606				
#	# Trees # I		alm Trees	# Planters	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N
	47		0	Y	Ν	N	Y	Y

## SERVICE LOCATION AND SPECIFICATIONS

7.	Facility: Lynwood Library							
	Address: 11320 Bu		llis Road					
			Lynwood,	CA 90262				
#	# Trees # Palm Trees		# Planters	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N	
	25		2	Y	Y	Y	Ν	Y

8.	Facility	y:	Norwalk	Norwalk Regional Library					
	Address: 12350 Im		perial Hwy.						
			Norwalk, CA 90650						
#	# Trees # F		Palm Trees	# Planters	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N	
	23		11	Y	Y	Y	Y	Y	

9.	Facility	y:	Paramou	Paramount Library					
	Address: 16254 Co		lorado Avenu	Je					
			Paramour	Paramount, CA 90723					
#	# Trees # Palm Trees		Palm Trees	# Planters	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N	
	29		0	Y	Y	Y	Y	Y	

10.	Facility	<b>/</b> :	South W	hittier Libra	ry			
	Address: 11543 Co		lima Road					
			Whittier, CA 90604					
#	# Trees # Palm Trees		alm Trees	# Planters	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N
	36		0	Y	Y	Y	Ν	Y

# SERVICE LOCATION AND SPECIFICATIONS

#### FACILITIES SERVICED UPON REQUEST ONLY

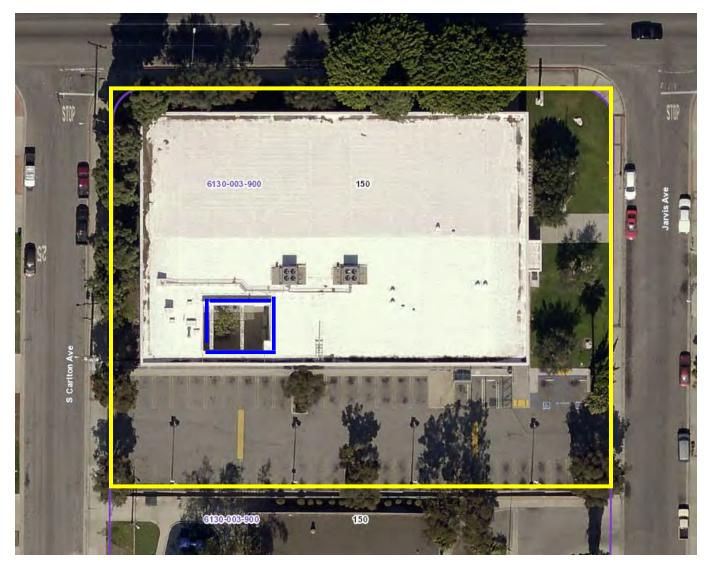
Library Facilities	Address	City	Zip Code
Acton Agua Dulce	33792 Crown Valley Road	Acton	93510
Agoura Hills	29901 Ladyface Ct.	Agoura Hills	91301
Alondra	11949 E. Alondra Blvd.	Norwalk	90650
Anthony Quinn	3965 Cesar E. Chavez Ave.	Los Angeles	90063
Artesia	18801 Elaine Ave.	Artesia	90701
Baldwin Park	4181 Baldwin Park Blvd.	Baldwin Park	91706
Bell	4411 E. Gage Ave.	Bell	90201
Bell Gardens	7110 S. Garfield Ave.	Bell Gardens	90201
Chet Holifield	1060 S. Greenwood Ave.	Montebello	90640
City Terrace	4025 E. City Terrace Dr.	Los Angeles	90063
Claremont	208 N. Harvard Ave.	Claremont	91711
Cudahy	5218 Santa Ana St.	Cudahy	90201
Diamond Bar	21800 Copley Dr.	Diamond Bar	91765
Duarte	1301 Buena Vista St.	Duarte	91010
East Los Angeles	4837 E. Third St.	Los Angeles	90022
El Camino Real	4264 E. Whittier Blvd.	Los Angeles	90023
El Monte	3224 Tyler Ave.	El Monte	91731
George Nye, Jr.	6600 Del Amo Blvd.	Lakewood	90713
Hacienda Heights	16010 La Monde St.	Hacienda Heights	91745
Hawthorne	12700 S. Grevillea Ave.	Hawthorne	90250
Hermosa Beach	550 Pier Ave.	Hermosa Beach	90254
La Canada Flintridge	4545 N. Oakwood Ave.	La Canada Flintridge	91011
La Crescenta	2809 Foothill Blvd.	La Crescenta	91214
La Puente	15920 E. Central Ave.	La Puente	91744
La Verne	3640 D St.	La Verne	91750
Lake Los Angeles	16921 E. Avenue O, Suite A	Palmdale	93591
Lancaster	601 W. Lancaster Blvd.	Lancaster	93534
Littlerock	35119 80th St. East	Littlerock	93543
Live Oak	22 W. Live Oak Ave.	Arcadia	91007
Lloyd Taber-Marina Del Rey	4533 Admiralty Way	Marina Del Rey	90292
Malibu	23519 W. Civic Center Way	Malibu	90265
Maywood Cesar Chavez	4323 E. Slauson Ave.	Maywood	90270
Montebello	1550 W. Beverly Blvd.	Montebello	90640
Norwood	4550 N. Peck Rd.	El Monte	91732
Pico Rivera	9001 Mines Ave.	Pico Rivera	90660
Quartz Hill	5040 West Avenue M-2	Quartz Hill	93536
Rivera	7828 S. Serapis Ave.	Pico Rivera	90660
Rosemead	8800 Valley Blvd.	Rosemead	91770
Rowland Heights	1850 Nogales St.	Rowland Heights	91748
San Dimas	145 N. Walnut Ave.	San Dimas	91773
San Fernando	217 N. Maclay Ave.	San Fernando	91340
San Gabriel	500 S. Del Mar Ave.	San Gabriel	91776
Sorensen	6934 Broadway Ave.	Whittier	90606
South El Monte	1430 N. Central Ave.	South El Monte	91733
Sunkist	840 N. Puente Ave.	La Puente	91746
Temple City	5939 Golden West Ave.	Temple City	91780
Topanga	122 N. Topanga Canyon Blvd.	Topanga	90290
Walnut	21155 La Puente Rd.	Walnut	91789
West Covina	1601 West Covina Parkway	West Covina	91790
West Hollywood	625 N. San Vicente Blvd.	West Hollywood	90069
Westlake Village	31220 Oak Crest Dr.	Westlake Village	91361
wesuake village	JIZZU UAN GIEST DI.	viesuare village	91001

# **AREA 3 – LOCATION MAPS**

#### AC BILBREW LIBRARY

#### 150 E. EL SEGUNDO BLVD. LOS ANGELES, CA 90061

Areas of responsibility are highlighted in Yellow.



Highlighted in Blue – This location has an interior patio that can only be accessed during library business hours.

#### **CARSON LIBRARY**

#### 151 E. CARSON ST. CARSON, CA 90745



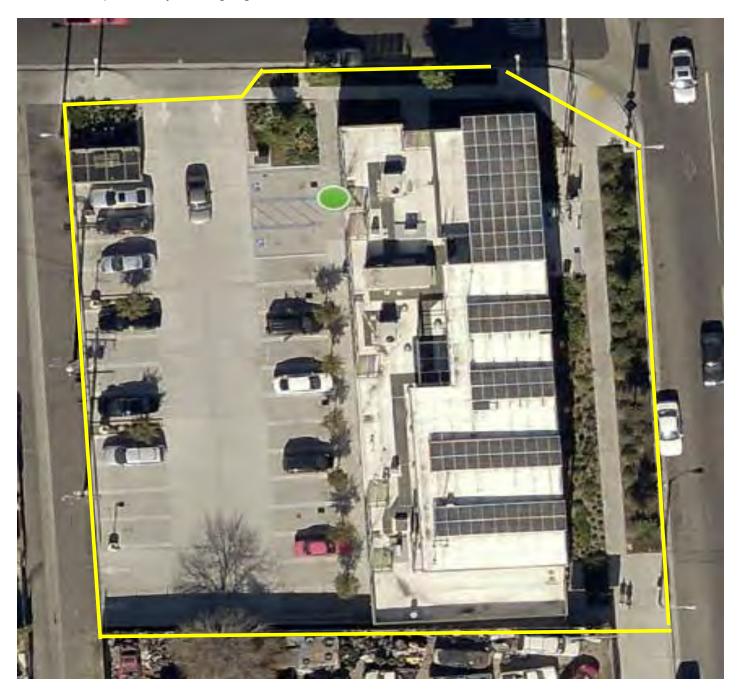
### **COMPTON LIBRARY**

#### 240 W. COMPTON BLVD. COMPTON, CA 90220



# AREA 3 – LOCATION MAPS EAST RANCHO DOMINGUEZ LIBRARY

#### 4420 E. ROSE ST. EAST RANCHO DOMINGUEZ, CA 90221



# AREA 3 – LOCATION MAPS GARDENA MAYME DEAR LIBRARY

#### 1731 W. GARDENA BLVD. GARDENA, CA 90247

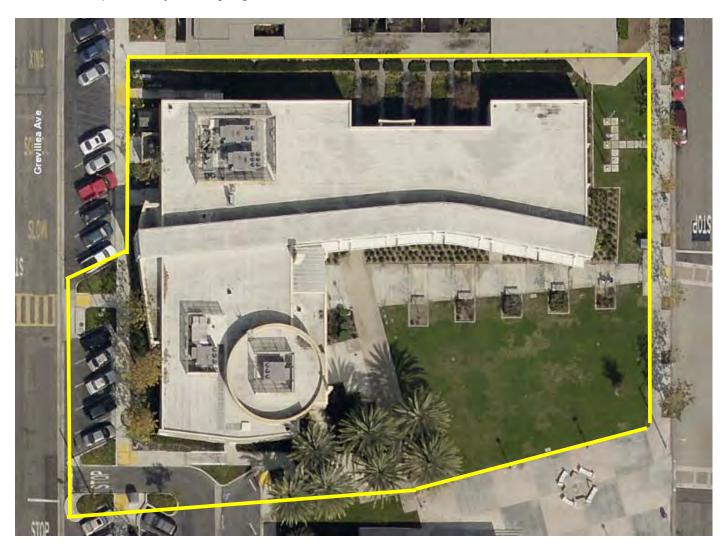
Areas of responsibility are highlighted in Yellow.



Highlighted in Red - This location has a Japanese Garden that can only be accessed during library's business hours. Highlighted in Blue – This location has an Ocean Friendly Garden.

#### LAWNDALE LIBRARY

#### 14615 BURIN AVE. LAWNDALE, CA 90260



#### LOMITA LIBRARY

#### 24200 NARBONNE AVE. LOMITA, CA 90717



#### MANHATTAN BEACH LIBRARY

#### 1320 HIGHLAND AVE. MANHATTAN BEACH, CA 90266



# AREA 3 – LOCATION MAPS DR. MARTIN LUTHER KING JR. LIBRARY

#### 17906 S. AVALON BLVD. CARSON, CA



### MASAO W. SATOW LIBRARY

#### 14433 S. CRENSHAW BLVD. GARDENA, CA 90249



# **AREA 4 – LOCATION MAPS**

#### **AVALON LIBRARY**

#### 215 SUMNER AVE. AVALON, CA 90704



# AREA 4 – LOCATION MAPS CULVER CITY JULIAN DIXON LIBRARY

#### 4975 OVERLAND AVE. CULVER CITY, CA 90230

Areas of responsibility are highlighted in Yellow.



Highlighted in red - This location has a Japanese Garden located in the front of the building.

#### FLORENCE-FIRESTONE COMMUNITY SERVICE CENTER

#### 7807 COMPTON AVE. LOS ANGELES, CA 90001



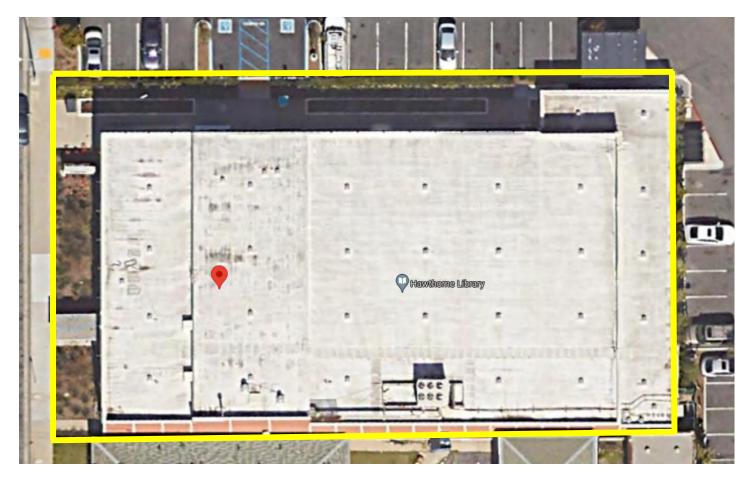
#### **GRAHAM LIBRARY**

#### 1900 E. FIRESTONE BLVD. LOS ANGELES, CA 90001



#### HAWTHORNE LIBRARY

#### 12700 GREVILLEA AVE. HAWTHORNE, CA 90250



# AREA 4 – LOCATION MAPS HOLLYPARK IT SERVICE CENTER

#### 2150 W. 120<sup>TH</sup> ST. HAWTHORNE, CA 90250



#### HUNTINGTON PARK LIBRARY

#### 6518 MILES AVE. HUNTINGTON PARK, CA 90255



#### LENNOX LIBRARY COMPLEX

#### 4359 LENNOX BLVD. LENNOX, CA 90304



#### VIEW PARK LIBRARY

#### 3854 W. 54TH ST. LOS ANGELES, CA 90043



#### WISEBURN LIBRARY

#### 5335 W. 135TH ST HAWTHORNE, CA 90250



#### WOODCREST LIBRARY

#### 1340 WEST 106<sup>TH</sup> ST. LOS ANGELES, CA 90044



# **AREA 5 – LOCATION MAPS**

# AREA 5 – LOCATION MAPS ANGELO M. IACOBONI LIBRARY

#### 4990 CLARK AVE. LAKEWOOD, CA 90712



# AREA 5 – LOCATION MAPS CLIFTON M. BRAKENSIEK LIBRARY

#### 9945 E. FLOWER ST. BELLFLOWER, CA 90706



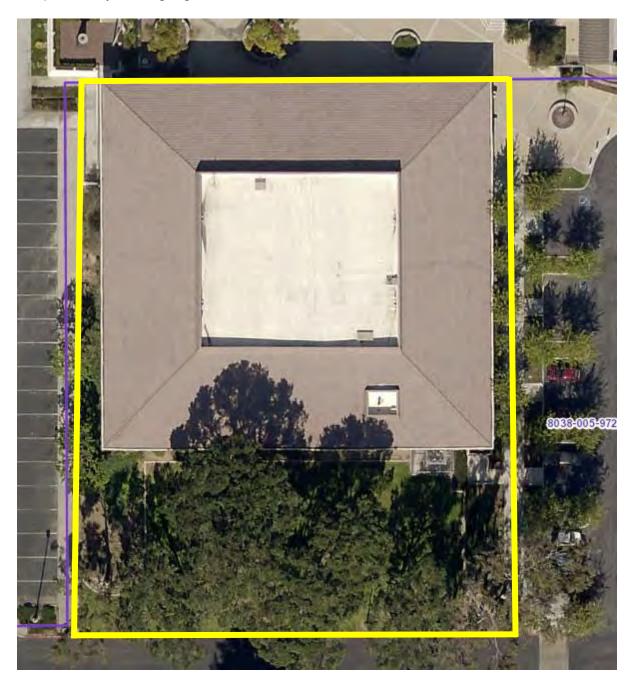
#### HOLLYDALE LIBRARY

#### 12000 S. GARFIELD AVE. SOUTH GATE, CA 90280



#### LA MIRADA LIBRARY

#### 13800 LA MIRADA BLVD. LA MIRADA, CA 90638



# AREA 5 – LOCATION MAPS

#### LELAND R. WEAVER LIBRARY

#### 4035 TWEEDY BLVD. SOUTH GATE, CA 90280



#### LOS NIETOS LIBRARY

#### 8511 DUCHESS DR. WHITTIER, CA 90606



### LYNWOOD LIBRARY

#### 11320 BULLIS RD. LYNWOOD, CA 90262



# AREA 5 – LOCATION MAPS NORWALK REGIONAL LIBRARY

#### 12350 IMPERIAL HWY. NORWALK, CA 90650



Highlighted in Red – This location is serviced by the City of Norwalk

#### PARAMOUNT LIBRARY

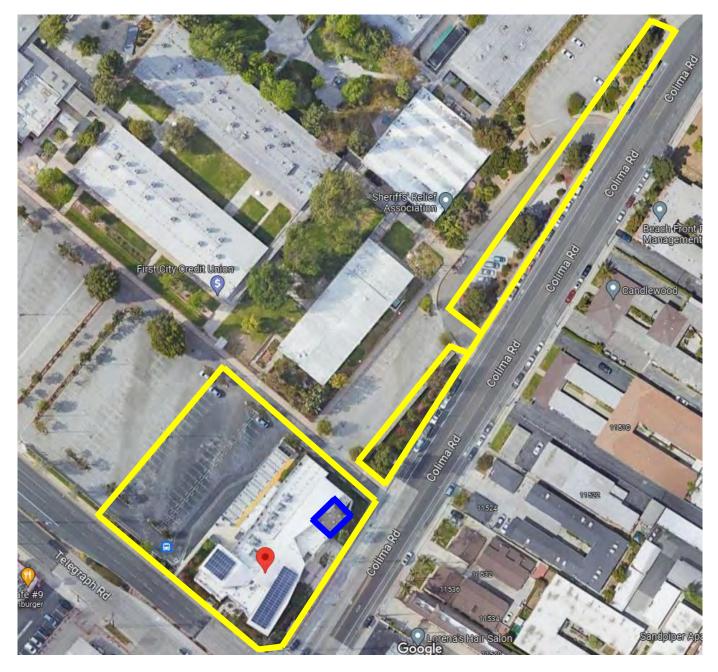
#### 16254 COLORADO AVE. PARAMOUNT, CA 90723



#### SOUTH WHITTIER LIBRARY

#### 11543 COLIMA RD. WHITTIER, CA 90604

Areas of responsibility are highlighted in Yellow.



Highlighted in Blue – This location has an interior patio that can be accessed during business hours.

# TREE TIMMING CONFIRMATION FORM

#### LA COUNTY LIBRARY LANDSCAPE AND GROUNDS MAINTENANCE SERVICES

#### TREE TRIMMING CONFIRMATION FORM

#### -CONTRACTOR USE ONLY-PLEASE COMPLETE AND SUBMIT THE FORM TO COUNTY LIBRARY'S CONTRACT SERVICES UNIT

Library Name: \_\_\_\_\_\_Date Completed: \_\_\_\_\_\_

No. of Trees trimmed: \_\_\_\_\_

No. of Trees <u>Not</u> trimmed: \_\_\_\_\_\_ Location of Trees:\_\_\_\_\_

Explanation for not Trimming Trees:

Contractor: \_\_\_\_\_

Please Email completed form within 1 business day of completion to Contract Services at:

contractservices@library.lacounty.gov

#### CONTRACT STAFF USE ONLY

□ Trimming Satisfactory	□ Trimming Unsatisfactory	☐ Job Not Done
Date Inspected:	Inspected by:	
Comments:		

COMPLETE-Logged and Filed Contractor Notified of unsatisfactory work Follow-up (F/U Complete Date: \_\_\_\_\_)

# CONTRACT FOR LANDSCAPE AND GROUNDS MAITNENANCE SERVICES

# TABLE OF CONTENTS OF EXHIBITS

# STANDARD EXHIBITS

- A STATEMENT OF WORK AND ATTACHMENTS
- B PRICING SCHEDULE
- C CONTRACTOR'S PROPOSED SCHEDULE
- D COUNTY'S ADMINISTRATION
- E CONTRACTOR'S ADMINISTRATION
- F CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G SAFELY SURRENDERED BABY LAW
- H PAYROLL STATEMENT OF COMPLIANCE

# UNIQUE EXHIBITS

I FACILTITIES MAINTENANCE COST

# STATEMENT OF WORK AND ATTACHMENTS



Contract Exhibits Landscape and Grounds Maintenance Services – Areas 3, 4, and 5

PAGE 1 OF 1

#### FACILITY:

#### A.C.Bilbrew Library

# **STAFFING AND RATES**

	Number of	Hours of Service			
Position Titles	Employees Assigned	Hours per Week	Hours per Month	Hourly Rate	
Supervisor:	1	1	4	\$	26.00
Working Supervisor:	1	2	8	\$	21.00
Grounds Maintenance Worker:	1	2	8	\$	20.00
Other: Plumber	1	1	4	\$	23.00

\*Effective January 1, 2024 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.

#### <u>COST</u>

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR:

\$1	1,400.00
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## **ADDITIONAL SERVICES**

The Contractor is herewith submitting the following Pricing Schedule for **SpecialtyAdditional/As-Needed Services** work to be performed at this facility at the request of the County.

Service:		Cost Per Request
	A. SAFETY CLEARANCE	
	♦ Trees	\$ 560.00
	<ul> <li>Hedges / Shrubs</li> </ul>	\$ 450.00
	B. RENOVATION / VERTICAL MOWING	\$ 1,500.00
	C. TURF RE-SEEDING / RESTORATION OF BARE AREAS	\$ 550.00
	D. DISEASE / INSECT CONTROL	
	◆ Turf	\$ 980.00
	♦ Trees	\$ 1,560.00
	Shrubs / Ground Cover	\$ 850.00
	E. IRRIGATION	
	Price Per Controller	\$ 1,800.00
	<ul> <li>Price per Sprinkler Head</li> </ul>	\$ 25.00
	<ul> <li>Price per Quick Coupler</li> </ul>	\$ 150.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

F. RE-SEEDING BASE AREAS/TURF: Post emergency or cultivation					
- Initial Cost for first 1,000 SF:	\$	450.00			
- Each Additional 1,000 SF:	\$	450.00			

#### FLAT WEEKLY RATE

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

\$150.00 Per week (Use figures)

#### FACILITY:

#### Carson Library

#### **STAFFING AND RATES**

	Number of	Hours of S	Hours of Service		
Position Titles	Employees Assigned	Hours per Week	Hours per Month	Ηοι	urly Rate
Supervisor:	1	1	4	\$	26.00
Working Supervisor:	1	2	8	\$	21.00
Grounds Maintenance Worker:	1	2	8	\$	20.00
Other: Plumber	1	1	4	\$	23.00

\*Effective January 1, 2024 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.

#### <u>COST</u>

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR:	\$	11,400.00
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#### **ADDITIONAL SERVICES**

The Contractor is herewith submitting the following Pricing Schedule for SpecialtyAdditional/As-Needed Services work to be

Service:		Cost	Cost Per Request	
A.	SAFETY CLEARANCE			
	♦ Trees	\$	560.00	
	Hedges / Shrubs	\$	450.00	
B.	RENOVATION / VERTICAL MOWING	\$	1,500.00	
C.	TURF RE-SEEDING / RESTORATION OF BARE AREAS	\$	550.00	
D.	DISEASE / INSECT CONTROL			
	♦ Turf	\$	980.00	
	♦ Trees	\$	1,560.00	
	<ul> <li>Shrubs / Ground Cover</li> </ul>	\$	850.00	
E.	IRRIGATION			
	Price Per Controller	\$	1,800.00	
	Price per Sprinkler Head	\$	25.00	
	<ul> <li>Price per Quick Coupler</li> </ul>	\$	150.00	

EEDING BASE AREAS/TURF: Post emergency or cultivation	
- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

#### FLAT WEEKLY RATE

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

\$150.00 Per week (Use figures)

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

PAGE 1 OF 1

#### FACILITY:

#### Compton Library

## **STAFFING AND RATES**

	Number of	Hours of Service				
Position Titles	Employees Assigned	Hours per Week	- Hours per Month		Hourly Rate	
Supervisor:	1	1	4	\$	26.00	
Working Supervisor:	1	2	8	\$	21.00	
Grounds Maintenance Worker:	1	2	8	\$	20.00	
Other: Plumber	1	1	4	\$	23.00	

\*Effective January 1, 2024 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.

#### COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

#### TOTAL MAINTENANCE COST PER YEAR: \$

#### ADDITIONAL SERVICES

The Contractor is herewith submitting the following Pricing Schedule for SpecialtyAdditional/As-Needed Services work to be

<u>Service:</u>	Cost Per Requ		Per Request
A. SAFETY	( CLEARANCE		
	Trees	\$	560.00
	Hedges / Shrubs	\$	450.00
B. RENOV	ATION / VERTICAL MOWING	\$	1,500.00
C. TURF R	E-SEEDING / RESTORATION OF BARE AREAS	\$	550.00
D. DISEAS	E / INSECT CONTROL		
	♦ Turf	\$	980.00
	♦ Trees	\$	1,560.00
	Shrubs / Ground Cover	\$	850.00
E. IRRIGA	TION		
	Price Per Controller	\$	1,800.00
	Price per Sprinkler Head	\$	25.00
	Price per Quick Coupler	\$	150.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials: **F. RE-SEEDING BASE AREAS/TURF:** Post emergency or cultivation

DING BASE AREAS/TORF. FOST emergency of cultivation	
- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

#### **FLAT WEEKLY RATE**

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

**\$150.00** Per week (Use figures)

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

PAGE 1 OF 1

11,400.00

#### FACILITY:

#### East Rancho Dominguez Library

PAGE 1 OF 1

## **STAFFING AND RATES**

	Number of	Hours of				
Position Titles	Employees Assigned	Hours per Week	Hours per Hou Month		urly Rate	
Supervisor:	1	1	4	\$	26.00	
Working Supervisor:	1	2	8	\$	21.00	
Grounds Maintenance Worker:	1	2	8	\$	20.00	
Other: Plumber	1	1	4	\$	23.00	

\*Effective January 1, 2024 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.

#### COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

#### TOTAL MAINTENANCE COST PER YEAR:

\$ 13,680.00

#### **ADDITIONAL SERVICES**

The Contractor is herewith submitting the following Pricing Schedule for **SpecialtyAdditional/As-Needed Services** work to be performed at this facility at the request of the County.

Service:			Cost F	Per Request
	A. SAFETY CLEAR	ANCE		
		♦ Trees	\$	560.00
		Hedges / Shrubs	\$	450.00
	B. RENOVATION /	VERTICAL MOWING	\$	1,500.00
	C. TURF RE-SEED	ING / RESTORATION OF BARE AREAS	\$	550.00
	D. DISEASE / INSE	CT CONTROL		
		◆ Turf	\$	980.00
		♦ Trees	\$	1,560.00
		<ul> <li>Shrubs / Ground Cover</li> </ul>	\$	850.00
	E. IRRIGATION			
		Price Per Controller	\$	1,800.00
		Price per Sprinkler Head	\$	25.00
		<ul> <li>Price per Quick Coupler</li> </ul>	\$	150.00

F. RE-SEEDING BASE AREAS/TURF: Post emergency or cultivation	
- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

-

#### **FLAT WEEKLY RATE**

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

\$150.00

Per week (Use figures)

#### FACILITY:

#### Gardena Mayme Dear library

PAGE 1 OF 1

13,200.00

#### **STAFFING AND RATES**

	Number of	Hours of S	ervice		
Position Titles	Employees Assigned	Hours per Week	Hours per Month	Ho	urly Rate
Supervisor:	1	1	4	\$	26.00
Working Supervisor:	1	2	8	\$	21.00
Grounds Maintenance Worker:	1	2	8	\$	20.00
Other: Plumber	1	1	4	\$	23.00

\*Effective January 1, 2024 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.

#### <u>COST</u>

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

#### TOTAL MAINTENANCE COST PER YEAR: \$

## **ADDITIONAL SERVICES**

The Contractor is herewith submitting the following Pricing Schedule for **SpecialtyAdditional/As-Needed Services** work to be

<u>Service:</u>	Cost	Per Request
A. SAFETY CLEARANCE		
♦ Trees	\$	560.00
<ul> <li>Hedges / Shrubs</li> </ul>	\$	450.00
B. RENOVATION / VERTICAL MOWING	\$	1,500.00
C. TURF RE-SEEDING / RESTORATION OF BARE AREAS	\$	550.00
D. DISEASE / INSECT CONTROL		
♦ Turf	\$	980.00
♦ Trees	\$	1,560.00
<ul> <li>Shrubs / Ground Cover</li> </ul>	\$	850.00
E. IRRIGATION		
Price Per Controller	\$	1,800.00
Price per Sprinkler Head	\$	25.00
Price per Quick Coupler	\$	150.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

#### F. RE-SEEDING BASE AREAS/TURF: Post emergency or cultivation

- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

#### **FLAT WEEKLY RATE**

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

**\$150.00** Per week (Use figures)

#### FACILITY:

Lawndale Library

PAGE 1 OF 1

#### **STAFFING AND RATES**

	Number of	Hours o	f Service		
Position Titles	Employees Assigned	Hours per Week	Hours per Month	Ho	urly Rate
Supervisor:	1	1	4	\$	26.00
Working Supervisor:	1	3	12	\$	21.00
Grounds Maintenance Worker:	1	3	12	\$	20.00
Other: Plumber	1	1	4	\$	23.00

\*Effective January 1, 2024 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.

#### COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR:

	\$	12,360.00
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#### **ADDITIONAL SERVICES**

The Contractor is herewith submitting the following Pricing Schedule for SpecialtyAdditional/As-Needed Services work to be

Service:		Cost	Per Request
A. SAF	ETY CLEARANCE		
	♦ Trees	\$	560.00
	<ul> <li>Hedges / Shrubs</li> </ul>	\$	450.00
B. REN	IOVATION / VERTICAL MOWING	\$	1,500.00
C. TUR	F RE-SEEDING / RESTORATION OF BARE AREAS	\$	550.00
D. DISI	EASE / INSECT CONTROL		
	♦ Turf	\$	980.00
	♦ Trees	\$	1,560.00
	<ul> <li>Shrubs / Ground Cover</li> </ul>	\$	850.00
E. IRR	GATION		
	Price Per Controller	\$	1,800.00
	<ul> <li>Price per Sprinkler Head</li> </ul>	\$	25.00
	<ul> <li>Price per Quick Coupler</li> </ul>	\$	150.00

F. RE-SEEDING BASE AREAS/TURF: Post emergency or cultivation

<b>U U</b>	
- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

#### FLAT WEEKLY RATE

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

**\$150.00** Per week (Use figures)

PAGE 1 OF 1

# **PRICING SCHEDULE**

#### FACILITY:

Lomita Library

## **STAFFING AND RATES**

	Number of	Hours o	f Service		
Position Titles	Employees Assigned	Hours per Week	Hours per Month	Ηοι	Irly Rate
Supervisor:	1	1	4	\$	26.00
Working Supervisor:	1	4	16	\$	21.00
Grounds Maintenance Worker:	1	4	16	\$	20.00
Other: Plumber	1	1	4	\$	23.00

\*Effective January 1, 2024 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.

#### COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR:

\$ 13,440.00

#### **ADDITIONAL SERVICES**

The Contractor is herewith submitting the following Pricing Schedule for SpecialtyAdditional/As-Needed Services work to be

Service:		Cost Pe	er Request
	A. SAFETY CLEARANCE		
	♦ Trees	\$	560.00
	<ul> <li>Hedges / Shrubs</li> </ul>	\$	450.00
	B. RENOVATION / VERTICAL MOWING	\$	1,500.00
	C. TURF RE-SEEDING / RESTORATION OF BARE AREAS	\$	550.00
	D. DISEASE / INSECT CONTROL		
	♦ Turf	\$	980.00
	♦ Trees	\$	1,560.00
	<ul> <li>Shrubs / Ground Cover</li> </ul>	\$	850.00
	E. IRRIGATION		
	Price Per Controller	\$	1,800.00
	<ul> <li>Price per Sprinkler Head</li> </ul>	\$	25.00
	<ul> <li>Price per Quick Coupler</li> </ul>	\$	150.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

#### F. RE-SEEDING BASE AREAS/TURF: Post emergency or cultivation

- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

#### **FLAT WEEKLY RATE**

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

**\$150.00** Pe

Per week (Use figures)

#### FACILITY:

#### Manhattan Beach Lbrary

PAGE 1 OF 1

10,800.00

#### **STAFFING AND RATES**

	Number of	Hours of S	Hours of Service		
Position Titles	Employees Assigned	Hours per Week	Hours per Month	Ηοι	urly Rate
Supervisor:	1	1	4	\$	26.00
Working Supervisor:	1	2	8	\$	21.00
Grounds Maintenance Worker:	1	2	8	\$	20.00
Other: Plumber	1	1	4	\$	23.00

\*Effective January 1, 2024 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.

#### COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR:

#### ADDITIONAL SERVICES

The Contractor is herewith submitting the following Pricing Schedule for SpecialtyAdditional/As-Needed Services work to be

Service:		Cost Per Request
	A. SAFETY CLEARANCE	
	♦ Trees	\$ 560.00
	<ul> <li>Hedges / Shrubs</li> </ul>	\$ 450.00
	B. RENOVATION / VERTICAL MOWING	\$ 1,500.00
	C. TURF RE-SEEDING / RESTORATION OF BARE AREAS	\$ 550.00
	D. DISEASE / INSECT CONTROL	
	♦ Turf	\$ 980.00
	♦ Trees	\$ 1,560.00
	<ul> <li>Shrubs / Ground Cover</li> </ul>	\$ 850.00
	E. IRRIGATION	
	Price Per Controller	\$ 1,800.00
	<ul> <li>Price per Sprinkler Head</li> </ul>	\$ 25.00
	<ul> <li>Price per Quick Coupler</li> </ul>	\$ 150.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

F. RE-SEEDING BASE AREAS/TURF: Post emergency or cultivation

- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

\$

#### **FLAT WEEKLY RATE**

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

<b>\$150.00</b> Per week	(Use figures)
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#### FACILITY:

#### Dr. Martin Luther King Jr. Library

PAGE 1 OF 1

#### **STAFFING AND RATES**

	Number of	Hours of S			
Position Titles	Employees Assigned	Hours per Week	Hours per Month	Hou	urly Rate
Supervisor:	1	1	4	\$	26.00
Working Supervisor:	1	2	8	\$	21.00
Grounds Maintenance Worker:	1	2	8	\$	20.00
Other: Plumber	1	1	4	\$	23.00

\*Effective January 1, 2024 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.

#### COST

Service:

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR:

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$ 10,800.00
```

#### ADDITIONAL SERVICES

The Contractor is herewith submitting the following Pricing Schedule for **SpecialtyAdditional/As-Needed Services** work to be

	Cost	Per Request
A. SAFETY CLEARANCE		
♦ Trees	\$	560.00
♦ Hedges / Shrubs	\$	450.00
B. RENOVATION / VERTICAL MOWING	\$	1,500.00
C. TURF RE-SEEDING / RESTORATION OF BARE AREAS	\$	550.00
D. DISEASE / INSECT CONTROL		
♦ Turf	\$	980.00
♦ Trees	\$	1,560.00
<ul> <li>Shrubs / Ground Cover</li> </ul>	\$	850.00
E. IRRIGATION		
Price Per Controller	\$	1,800.00
<ul> <li>Price per Sprinkler Head</li> </ul>	\$	25.00
Price per Quick Coupler	\$	150.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

#### F. RE-SEEDING BASE AREAS/TURF: Post emergency or cultivation

- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

## FLAT WEEKLY RATE

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

\$150.00	Per week	(Use figures)	)

#### FACILITY:

## Maseo W. Satow Library

PAGE 1 OF 1

## **STAFFING AND RATES**

	Number of	Hours of Service		
Position Titles	Employees Assigned	Hours per Week	Hours per Month	Hourly Rate
Supervisor:	1	1	4	\$ 26.00
Working Supervisor:	1	2	8	\$ 21.00
Grounds Maintenance Worker:	1	2	8	\$ 20.00
Other: Plumber	1	1	4	\$ 23.00

\*Effective January 1, 2024 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.

#### COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR:

11,400.00

#### **ADDITIONAL SERVICES**

The Contractor is herewith submitting the following Pricing Schedule for SpecialtyAdditional/As-Needed Services work to be

Service:			Cost Per Request	
	A. SAFETY CLEARANCE			
	♦ Trees	\$	560.00	
	<ul> <li>Hedges / Shrubs</li> </ul>	\$	450.00	
	B. RENOVATION / VERTICAL MOWING	\$	1,500.00	
	C. TURF RE-SEEDING / RESTORATION OF BARE AREAS	\$	550.00	
	D. DISEASE / INSECT CONTROL			
	♦ Turf	\$	980.00	
	♦ Trees	\$	1,560.00	
	<ul> <li>Shrubs / Ground Cover</li> </ul>	\$	850.00	
	E. IRRIGATION			
	Price Per Controller	\$	1,800.00	
	Price per Sprinkler Head	\$	25.00	
	Price per Quick Coupler	\$	150.00	
The following	cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost	of materials:		

The foll F. RE-SEEDING BASE AREAS/TURF: Post emergency or cultivation

BAGE AREAGINGRI I Post childgeney of cultivation	
- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

#### **FLAT WEEKLY RATE**

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

\$150.00	Per week (Use figures)

\$

# **AREA 4**

PAGE 1 OF 1

#### Avalon Library

# STAFFING AND RATES

FACILITY:

	Number of	Hours of Service			
Position Titles	Employees Assigned	Hours per Week	Hours per Month	Hourly Rate	
Supervisor:	1			\$	26.00
Working Supervisor:	1	2	8	\$	21.00
Grounds Maintenance Worker:	1	2	8	\$	20.00
Other: Plumber	1			\$	23.00

\*Effective January 1, 2024 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.

#### <u>COST</u>

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

OTAL MAINTENANCE COST PER YEAR:	\$ 8,928.00

## ADDITIONAL SERVICES

The Contractor is herewith submitting the following Pricing Schedule for **SpecialtyAdditional/As-Needed Services** work to be performed at this facility at the request of the County.

Service:				Cost Per Request	
	A. SAFETY CLEARAN	NCE			
		Trees	\$	560.00	
		Hedges / Shrubs	\$	450.00	
	B. RENOVATION / VE	RTICAL MOWING	\$	1,500.00	
	C. TURF RE-SEEDING	G / RESTORATION OF BARE AREAS	\$	550.00	
	D. DISEASE / INSECT	I CONTROL			
		◆ Turf	\$	980.00	
		♦ Trees	\$	1,560.00	
		Shrubs / Ground Cover	\$	850.00	
	E. IRRIGATION				
		Price Per Controller	\$	1,800.00	
		Price per Sprinkler Head	\$	25.00	
		Price per Quick Coupler	\$	150.00	

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

#### F. RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation

- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

#### FLAT WEEKLY RATE

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

\$150.00 Per week (Use figures)

#### PAGE 1 OF 1

#### **Culver City Julian Dixon Library**

#### **STAFFING AND RATES**

FACILITY:

Position Titles	Number of Employees Assigned	Hours of Service Hours per Hours per <u>Week Month</u>		Hourly Rate	
Supervisor:	1	1	4	\$	26.00
Working Supervisor:	1	3	12	\$	21.00
Grounds Maintenance Worker:	1	3	12	\$	20.00
Other: Plumber	1	1	4	\$	23.00

\*Effective January 1, 2024 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.

#### COST

Service:

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

#### TOTAL MAINTENANCE COST PER YEAR:

17,400.00

#### **ADDITIONAL SERVICES**

The Contractor is herewith submitting the following Pricing Schedule for SpecialtyAdditional/As-Needed Services work to be performed at this facility at the request of the County.

		Cost	Per Request
A. SAFETY CLEA	RANCE		
	♦ Trees	\$	560.00
	Hedges / Shrubs	\$	450.00
<b>B. RENOVATION</b>	/ VERTICAL MOWING	\$	1,500.00
C. TURF RE-SEE	DING / RESTORATION OF BARE AREAS	\$	550.00
D. DISEASE / INS	ECT CONTROL		
	♦ Turf	\$	980.00
	♦ Trees	\$	1,560.00
	<ul> <li>Shrubs / Ground Cover</li> </ul>	\$	850.00
E. IRRIGATION			
	Price Per Controller	\$	1,800.00
	<ul> <li>Price per Sprinkler Head</li> </ul>	\$	25.00
	<ul> <li>Price per Quick Coupler</li> </ul>	\$	150.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

F. RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation

<ul> <li>Initial Cost for first 1,000 SF:</li> </ul>	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

\$

#### FLAT WEEKLY RATE

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

\$150.00

Per week (Use figures)

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# FACILITY:

#### Florence Firestone CSC Library

**STAFFING AND RATES** 

Position Titles	Number of Employees Assigned	Hours of Service Hours per Hours per Week Month		Hourly Rate	
Supervisor:	1	1	4	\$	26.00
Working Supervisor:	1	3	12	\$	21.00
Grounds Maintenance Worker:	1	3	12	\$	20.00
Other: Plumber	1	1	4	\$	23.00

\*Effective January 1, 2024 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.

#### COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is

TOTAL MAINTENANCE COST PER YEAR:	\$ 14,34	10.00

#### ADDITIONAL SERVICES

The Contractor is herewith submitting the following Pricing Schedule for SpecialtyAdditional/As-Needed Services work to be

Service:			Cost Per Reque	est
	A. SAFETY CLE	RANCE		
		♦ Trees	\$ 560	0.00
		♦ Hedges / Shrubs	\$ 450	0.00
	<b>B. RENOVATION</b>	/ VERTICAL MOWING	\$ 1,500	0.00
	C. TURF RE-SEE	DING / RESTORATION OF BARE AREAS	\$ 550	0.00
	D. DISEASE / IN	ECT CONTROL		
		◆ Turf	\$ 980	0.00
		<ul> <li>Trees</li> </ul>	\$ 1,560	0.00
		<ul> <li>Shrubs / Ground Cover</li> </ul>	\$ 850	0.00
	E. IRRIGATION			
		Price Per Controller	\$ 1,800	0.00
		<ul> <li>Price per Sprinkler Head</li> </ul>	\$ 25	5.00
		Price per Quick Coupler	\$ 150	0.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials: **F. RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation** 

EDING BASE AREAS/TURF: Post Emergency or cultivation	
- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

#### FLAT WEEKLY RATE

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

\$150.00

Per week (Use figures)

#### FACILITY:

Graham Library

#### **STAFFING AND RATES**

	Number of	Hours of	f Service		
Position Titles	Employees Assigned	Hours per Week	Hours per Month	Ho	urly Rate
Supervisor:	1	1	4	\$	26.00
Working Supervisor:	1	2	8	\$	21.00
Grounds Maintenance Worker:	1	2	8	\$	20.00
Other: Plumber	1	1	4	\$	23.00

\*Effective January 1, 2024 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.

#### COST

Service:

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is

TOTAL MAINTENANCE COST PER YEAR:

#### **ADDITIONAL SERVICES**

The Contractor is herewith submitting the following Pricing Schedule for SpecialtyAdditional/As-Needed Services work to be

			Per Request
A. SAFETY CI	LEARANCE		
	<ul> <li>Trees</li> </ul>	\$	560.00
	Hedges / Shrubs	\$	450.00
B. RENOVATI	ON / VERTICAL MOWING	\$	1,500.00
C. TURF RE-S	SEEDING / RESTORATION OF BARE AREAS	\$	550.00
D. DISEASE /	INSECT CONTROL		
	♦ Turf	\$	980.00
	<ul> <li>Trees</li> </ul>	\$	1,560.00
	<ul> <li>Shrubs / Ground Cover</li> </ul>	\$	850.00
E. IRRIGATIO	N		
	Price Per Controller	\$	1,800.00
	<ul> <li>Price per Sprinkler Head</li> </ul>	\$	25.00
	Price per Quick Coupler	\$	150.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials: **F. RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation** 

# - Initial Cost for first 1,000 SF: \$ 450.00 - Each Additional 1,000 SF: \$ 450.00

\$

#### **FLAT WEEKLY RATE**

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

**\$150.00** Per week (Use figures)

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

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8,604.00

#### FACILITY:

## **STAFFING AND RATES**

	Number of	Hours of			
Position Titles	Employees Assigned	Hours per Week	Hours per Month	Ηοι	urly Rate
Supervisor:	1	1	4	\$	26.00
Working Supervisor:	1	2	8	\$	21.00
Grounds Maintenance Worker:	1	2	8	\$	20.00
Other: Plumber	1	1	4	\$	23.00

\*Effective January 1, 2024 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.

#### COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

#### TOTAL MAINTENANCE COST PER YEAR:

8,604.00

#### ADDITIONAL SERVICES

The Contractor is herewith submitting the following Pricing Schedule for SpecialtyAdditional/As-Needed Services work to be

<u>Service:</u>		Cost	Per Request
A. SAFETY CLEARAN	ICE		
	Trees	\$	560.00
	Hedges / Shrubs	\$	450.00
B. RENOVATION / VE	RTICAL MOWING	\$	1,500.00
C. TURF RE-SEEDING	G / RESTORATION OF BARE AREAS	\$	550.00
D. DISEASE / INSECT	CONTROL		
	◆ Turf	\$	980.00
	♦ Trees	\$	1,560.00
	<ul> <li>Shrubs / Ground Cover</li> </ul>	\$	850.00
E. IRRIGATION			
	Price Per Controller	\$	1,800.00
	<ul> <li>Price per Sprinkler Head</li> </ul>	\$	25.00
	Price per Quick Coupler	\$	150.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials: **F. RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation** 

- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

\$

#### **FLAT WEEKLY RATE**

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

**\$150.00** Per week (Use figures)

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

#### PAGE 1 OF 1

#### PAGE 1 OF 1 **Hollypark IT Facility** FACILITY: **STAFFING AND RATES** Hours of Service Number of **Position Titles Hourly Rate** Employees Hours per Hours per Assigned Week Month Supervisor: 1 1 4 \$ 26.00 Working Supervisor: 2 8 \$ 21.00 1 **Grounds Maintenance Worker:** 2 8 \$ 20.00 1 Other: Plumber 4 \$ 23.00 1 1

\*Effective January 1, 2024 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.

#### <u>COST</u>

Service:

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

#### TOTAL MAINTENANCE COST PER YEAR:

8,604.00
0,00 1100

#### ADDITIONAL SERVICES

The Contractor is herewith submitting the following Pricing Schedule for SpecialtyAdditional/As-Needed Services work to be

		Cost	Per Request
A. SAFETY CLEAR	ANCE		
	♦ Trees	\$	560.00
	♦ Hedges / Shrubs	\$	450.00
B. RENOVATION /	VERTICAL MOWING	\$	1,500.00
C. TURF RE-SEED	ING / RESTORATION OF BARE AREAS	\$	550.00
D. DISEASE / INSE	CT CONTROL		
	◆ Turf	\$	980.00
	♦ Trees	\$	1,560.00
	<ul> <li>Shrubs / Ground Cover</li> </ul>	\$	850.00
E. IRRIGATION			
	Price Per Controller	\$	1,800.00
	Price per Sprinkler Head	\$	25.00
	Price per Quick Coupler	\$	150.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials: **F. RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation** 

BASE AREAS/TORF. Post Emergency of cultivation	
- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1.000 SF:	\$ 450.00

\$

#### FLAT WEEKLY RATE

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

\$150.00 Per week (Use figures)

**Huntington Park Library** 

PAGE 1 OF 1

# FACILITY:

	Number of	Hours of	f Service		
Position Titles	Employees Assigned	Hours per Week	Hours per Month	Ho	urly Rate
Supervisor:	1	1	4	\$	26.00
Working Supervisor:	1	2	8	\$	21.00
Grounds Maintenance Worker:	1	2	8	\$	20.00
Other: <u>Plumber</u>	1	1	4	\$	23.00

\*Effective January 1, 2024 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.

#### COST

Service:

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR:	\$ 10,680.00

#### **ADDITIONAL SERVICES**

The Contractor is herewith submitting the following Pricing Schedule for SpecialtyAdditional/As-Needed Services work to be

		Cost	Per Request
A. SAFETY CLE	ARANCE		
	♦ Trees	\$	560.00
	<ul> <li>Hedges / Shrubs</li> </ul>	\$	450.00
B. RENOVATION	V / VERTICAL MOWING	\$	1,500.00
C. TURF RE-SEI	EDING / RESTORATION OF BARE AREAS	\$	550.00
D. DISEASE / IN	SECT CONTROL		
	♦ Turf	\$	980.00
	♦ Trees	\$	1,560.00
	<ul> <li>Shrubs / Ground Cover</li> </ul>	\$	850.00
E. IRRIGATION			
	Price Per Controller	\$	1,800.00
	<ul> <li>Price per Sprinkler Head</li> </ul>	\$	25.00
	Price per Quick Coupler	\$	150.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

# F. RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation

- Each Additional 1,000 SF: \$ 450.00	- Initial Cost for first 1,000 SF:	\$ 450.00
	- Each Additional 1,000 SF:	\$ 450.00

#### **FLAT WEEKLY RATE**

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

**\$150.00** Per week (Use figures)

PAGE 1 OF 1

17,760.00

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# STAFFING AND RATES

FACILITY:

Lennox Library Complex	
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	Number of	Hours o	f Service		
Position Titles	Employees Assigned	Hours per Week	Hours per Month	Ho	urly Rate
Supervisor:	1	2	8	\$	26.00
Working Supervisor:	1	4	16	\$	21.00
Grounds Maintenance Worker:	1	4	16	\$	20.00
Other: Plumber	1	2	8	\$	23.00

\*Effective January 1, 2024 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.

#### COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is

TOTAL MAINTENANCE COST PER YEAR:

#### **ADDITIONAL SERVICES**

The Contractor is herewith submitting the following Pricing Schedule for SpecialtyAdditional/As-Needed Services work to be

#### Service: **Cost Per Request** A. SAFETY CLEARANCE \$ 560.00 Trees ٠ \$ 450.00 Hedges / Shrubs **B. RENOVATION / VERTICAL MOWING** \$ 1,500.00 C. TURF RE-SEEDING / RESTORATION OF BARE AREAS 550.00 \$ D. DISEASE / INSECT CONTROL Turf \$ 980.00 \$ 1,560.00 Trees 850.00 \$ Shrubs / Ground Cover E. IRRIGATION Price Per Controller \$ 1,800.00 \$ 25.00 Price per Sprinkler Head \$ 150.00 Price per Quick Coupler

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials: **F. RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation** 

#### Initial Cost for first 1,000 SE

<ul> <li>Initial Cost for first 1,000 SF:</li> </ul>	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

\$

#### **FLAT WEEKLY RATE**

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

\$150.00

Per week (Use figures)

View Park Library

#### PAGE 1 OF 1

# FACILITY: \_\_\_\_\_\_ STAFFING AND RATES

	Number of	Hours of	f Service		
Position Titles	Employees Assigned	Hours per Week	Hours per Month	Ho	urly Rate
Supervisor:	1	1	8	\$	26.00
Working Supervisor:	1	2	16	\$	21.00
Grounds Maintenance Worker:	1	2	16	\$	20.00
Other: Plumber	1	1	8	\$	23.00

\*Effective January 1, 2024 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.

#### COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR:	\$ 10,680.00

#### **ADDITIONAL SERVICES**

The Contractor is herewith submitting the following Pricing Schedule for SpecialtyAdditional/As-Needed Services work to be

Service:			Cost	Per Request
	A. SAFETY CLEAF	RANCE		
		Trees	\$	560.00
		♦ Hedges / Shrubs	\$	450.00
	B. RENOVATION /	VERTICAL MOWING	\$	1,500.00
	C. TURF RE-SEED	ING / RESTORATION OF BARE AREAS	\$	550.00
	D. DISEASE / INSE	ECT CONTROL		
		♦ Turf	\$	980.00
		♦ Trees	\$	1,560.00
		<ul> <li>Shrubs / Ground Cover</li> </ul>	\$	850.00
	E. IRRIGATION			
		Price Per Controller	\$	1,800.00
		Price per Sprinkler Head	\$	25.00
		Price per Quick Coupler	\$	150.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials: **F. RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation** 

SE AREAS/TURF: Post Emergency or cultivation	
- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

#### **FLAT WEEKLY RATE**

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

**\$150.00** Per week (Use figures)

8.400.00

# PRICING SCHEDULE

#### PAGE 1 OF 1 FACILITY: Wiseburn Library **STAFFING AND RATES** Number of **Hours of Service Position Titles** Employees **Hourly Rate** Hours per Hours per Assigned Week Month Supervisor: 1 1 4 \$ 26.00 Working Supervisor: 1 1 4 \$ 21.00 Grounds Maintenance Worker: 1 1 4 \$ 20.00 Other: Plumber 4 \$ 1 1 23.00

\*Effective January 1, 2024 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.

#### <u>COST</u>

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is

TOTAL MAINTENANCE COST PER YEAR:

#### ADDITIONAL SERVICES

The Contractor is herewith submitting the following Pricing Schedule for SpecialtyAdditional/As-Needed Services work to be

Service:			Cost	Per Request
	A. SAFETY CLEAR	ANCE		
		♦ Trees	\$	560.00
		Hedges / Shrubs	\$	450.00
	B. RENOVATION /	VERTICAL MOWING	\$	1,500.00
	C. TURF RE-SEEDI	NG / RESTORATION OF BARE AREAS	\$	550.00
	D. DISEASE / INSE	CT CONTROL		
		♦ Turf	\$	980.00
		♦ Trees	\$	1,560.00
		<ul> <li>Shrubs / Ground Cover</li> </ul>	\$	850.00
	E. IRRIGATION			
		Price Per Controller	\$	1,800.00
		<ul> <li>Price per Sprinkler Head</li> </ul>	\$	25.00
		<ul> <li>Price per Quick Coupler</li> </ul>	\$	150.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials: **F. RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation** 

BASE AREAS/TORT POSt Emergency of cultivation	
- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

\$

#### FLAT WEEKLY RATE

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

\$150.00

Per week (Use figures)

PAGE 1 OF 1

# PRICING SCHEDULE

## FACILITY:

# STAFFING AND RATES

Position Titles	Number of Employees Assigned	Hours of S Hours per <u>Week</u>	Service Hours per <u>Month</u>	Но	urly Rate
Supervisor:	1	1	4	\$	26.00
Working Supervisor:	1	2	8	\$	21.00
Grounds Maintenance Worker:	1	2	8	\$	20.00
Other: Plumber	1	1	4	\$	23.00

\*Effective January 1, 2024 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.

#### <u>COST</u>

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR:

\$ 10,284.00

#### ADDITIONAL SERVICES

The Contractor is herewith submitting the following Pricing Schedule for **SpecialtyAdditional/As-Needed Services** work to be performed at this facility at the request of the County.

#### Service:

<u>:</u>			Cost	Per Request
	A. SAFETY CLEA	RANCE		
		♦ Trees	\$	560.00
		Hedges / Shrubs	\$	450.00
	B. RENOVATION	VERTICAL MOWING	\$	1,500.00
	C. TURF RE-SEED	DING / RESTORATION OF BARE AREAS	\$	550.00
	D. DISEASE / INS	ECT CONTROL		
		♦ Turf	\$	980.00
		♦ Trees	\$	1,560.00
		<ul> <li>Shrubs / Ground Cover</li> </ul>	\$	850.00
	E. IRRIGATION			
		Price Per Controller	\$	1,800.00
		<ul> <li>Price per Sprinkler Head</li> </ul>	\$	25.00
		<ul> <li>Price per Quick Coupler</li> </ul>	\$	150.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

F. RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation	
- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

#### FLAT WEEKLY RATE

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

\$150.00 Per week (Use figures)

# **AREA 5**

Contract Exhibits Landscape and Grounds Maintenance Services – Areas 3, 4, and 5

PAGE 1 OF 1

#### FACILITY:

#### Angelo M. Lacoboni Library

#### **STAFFING AND RATES**

	Number of	Hours of	Service		
Position Titles	Employees Assigned	Hours per Week	Hours per Month	Ηοι	urly Rate
Supervisor:	1	1	4	\$	26.00
Working Supervisor:	1	3	12	\$	21.00
Grounds Maintenance Worker:	1	3	12	\$	20.00
Other: Plumber	1	1	4	\$	23.00

\*Effective January 1, 2024 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.

#### COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR:

\$ 14	l,400.00
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## **ADDITIONAL SERVICES**

The Contractor is herewith submitting the following Pricing Schedule for **SpecialtyAdditional/As-Needed Services** work to be performed at this facility at the request of the County.

Service:		Cost	Per Request
	A. SAFETY CLEARANCE		
	♦ Trees	\$	560.00
	<ul> <li>Hedges / Shrubs</li> </ul>	\$	450.00
	B. RENOVATION / VERTICAL MOWING	\$	1,500.00
	C. TURF RE-SEEDING / RESTORATION OF BARE AREAS	\$	550.00
	D. DISEASE / INSECT CONTROL		
	♦ Turf	\$	980.00
	♦ Trees	\$	1,560.00
	<ul> <li>Shrubs / Ground Cover</li> </ul>	\$	850.00
	E. IRRIGATION		
	Price Per Controller	\$	1,800.00
	<ul> <li>Price per Sprinkler Head</li> </ul>	\$	25.00
	Price per Quick Coupler	\$	150.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

#### F. RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation

- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

#### FLAT WEEKLY RATE

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

\$150.00	Per week (Use figures)

PAGE 1 OF 1

FACILITY:

#### **Clifton M. Brakensiek Library**

**STAFFING AND RATES** 

Position Titles	Number of Employees Assigned	Hours o Hours per <u>Week</u>	of Service Hours per <u>Month</u>	Hou	urly Rate
Supervisor:	1	1	4	\$	26.00
Working Supervisor:	1	2	8	\$	21.00
Grounds Maintenance Worker:	1	2	8	\$	20.00
Other: Plumber	1	1	4	\$	23.00

\*Effective January 1, 2024 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.

#### COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

#### TOTAL MAINTENANCE COST PER YEAR:

11,520.00

#### ADDITIONAL SERVICES

The Contractor is herewith submitting the following Pricing Schedule for SpecialtyAdditional/As-Needed Services work to be performed at this facility at the request of the County.

Service:			Cost F	Per Request
	A. SAFETY CLEARANC	E		
	•	Trees	\$	560.00
	•	Hedges / Shrubs	\$	450.00
	B. RENOVATION / VER	TICAL MOWING	\$	1,500.00
	C. TURF RE-SEEDING	RESTORATION OF BARE AREAS	\$	550.00
	D. DISEASE / INSECT C	ONTROL		
	•	Turf	\$	980.00
	•	Trees	\$	1,560.00
	•	Shrubs / Ground Cover	\$	850.00
	E. IRRIGATION			
	•	Price Per Controller	\$	1,800.00
	•	Price per Sprinkler Head	\$	25.00
	•	Price per Quick Coupler	\$	150.00
The following co	st of 1,000 Square Feet (S	SF) includes labor and equipment with the wholesa	le cost of materials:	

F. RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation	
- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

\$

### **FLAT WEEKLY RATE**

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

\$150.00

Per week (Use figures)

#### PAGE 1 OF 1 FACILITY: Hollydale Library **STAFFING AND RATES** Number of **Hours of Service** Employees **Position Titles Hourly Rate** Hours per Hours per Assigned Month Week Supervisor: 4 26.00 1 1 \$ Working Supervisor: 4 21.00 1 1 \$ **Grounds Maintenance Worker:** 1 1 4 \$ 20.00 Other: Plumber 1 1 4 \$ 23.00

\*Effective January 1, 2024 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.

#### COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR:

8,400.00
•,•••••

\$

## ADDITIONAL SERVICES

The Contractor is herewith submitting the following Pricing Schedule for SpecialtyAdditional/As-Needed Services work to be performed at this facility at the request of the County.

\$ \$ \$	560.00 450.00 1,500.00
\$	450.00
\$	
	1,500.00
•	
\$	550.00
\$	980.00
\$	1,560.00
\$	850.00
\$	1,800.00
\$	25.00
\$	150.00
	\$ \$ \$

F. RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation	
- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

#### **FLAT WEEKLY RATE**

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

\$150.00

Per week (Use figures)

#### FACILITY: La Mirada Library **STAFFING AND RATES** Number of Hours of Service **Position Titles** Employees Hours per Hours per **Hourly Rate** Assigned Week Month Supervisor: 4 \$ 26.00 1 1 Working Supervisor: 2 8 21.00 1 \$ **Grounds Maintenance Worker:** 2 8 20.00 1 \$ Other: Plumber 1 \$ 23.00 1 4

\*Effective January 1, 2024 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.

#### COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR:

#### ADDITIONAL SERVICES

The Contractor is herewith submitting the following Pricing Schedule for SpecialtyAdditional/As-Needed Services work to be performed at this facility at the request of the County.

Service:			Cost F	Per Request
	A. SAFETY CLEARA	NCE		
		Trees	\$	560.00
		Hedges / Shrubs	\$	450.00
	B. RENOVATION / VI	ERTICAL MOWING	\$	1,500.00
	C. TURF RE-SEEDIN	G / RESTORATION OF BARE AREAS	\$	550.00
	D. DISEASE / INSEC	T CONTROL		
		◆ Turf	\$	980.00
		Trees	\$	1,560.00
		<ul> <li>Shrubs / Ground Cover</li> </ul>	\$	850.00
	E. IRRIGATION			
		Price Per Controller	\$	1,800.00
		Price per Sprinkler Head	\$	25.00
		Price per Quick Coupler	\$	150.00
The following o	ost of 1,000 Square Fee	t (SF) includes labor and equipment with the wholes	sale cost of materials:	

The follo F. RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation

G BASE AREAS/TURF: Post Emergency or cultivation	
- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

\$

#### FLAT WEEKLY RATE

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

> \$150.00 Per week (Use figures)

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

#### PAGE 1 OF 1

10,800.00

PAGE 1 OF 1

10,800.00

#### Leland R. Weaver Library FACILITY: **STAFFING AND RATES** Number of Hours of Service **Position Titles** Employees Hours per Hours per **Hourly Rate** Assigned Week Month Supervisor: 1 1 4 \$ 26.00 Working Supervisor: 1 2 8 \$ 21.00 **Grounds Maintenance Worker:** 2 8 1 \$ 20.00 Plumber Other: 23.00 1 1 4 \$

\*Effective January 1, 2024 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.

#### COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR:

#### ADDITIONAL SERVICES

The Contractor is herewith submitting the following Pricing Schedule for SpecialtyAdditional/As-Needed Services work to be

Service:			Cost Per Request	
A. SAFETY CLEARANCE				
♦ Trees		\$	560.00	
♦ Hedge	es / Shrubs	\$	450.00	
<b>B. RENOVATION / VERTICAL</b>	MOWING	\$	1,500.00	
C. TURF RE-SEEDING / RES	TORATION OF BARE AREAS	\$	550.00	
D. DISEASE / INSECT CONTI	ROL			
◆ Turf		\$	980.00	
♦ Trees		\$	1,560.00	
♦ Shrub	s / Ground Cover	\$	850.00	
E. IRRIGATION				
Price I	Per Controller	\$	1,800.00	
Price	per Sprinkler Head	\$	25.00	
Price p	per Quick Coupler	\$	150.00	

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

#### F. RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation

- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

\$

#### **FLAT WEEKLY RATE**

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

**\$150.00** Per week (Use figures)

#### FACILITY: Los Nietos Library **STAFFING AND RATES** Number of **Hours of Service Position Titles** Employees **Hourly Rate** Hours per Hours per Assigned Week Month Supervisor: 1 4 \$ 26.00 1 Working Supervisor: 1 2 8 \$ 21.00 Grounds Maintenance Worker: 1 2 8 \$ 20.00 Plumber Other: 4 1 1 \$ 23.00

\*Effective January 1, 2024 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.

#### COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR:

## ADDITIONAL SERVICES

The Contractor is herewith submitting the following Pricing Schedule for SpecialtyAdditional/As-Needed Services work to be performed at this facility at the request of the County.

Service:			Cost	Per Request
	A. SAFETY CLEAR	ANCE		
		♦ Trees	\$	560.00
		Hedges / Shrubs	\$	450.00
	B. RENOVATION /	VERTICAL MOWING	\$	1,500.00
	C. TURF RE-SEEDI	NG / RESTORATION OF BARE AREAS	\$	550.00
	D. DISEASE / INSE	CT CONTROL		
		♦ Turf	\$	980.00
		♦ Trees	\$	1,560.00
		Shrubs / Ground Cover	\$	850.00
	E. IRRIGATION			
		Price Per Controller	\$	1,800.00
		Price per Sprinkler Head	\$	25.00
		Price per Quick Coupler	\$	150.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials: F. RE-SEEDING BASE AREAS/TURF: Po

NG BASE AREAS/TURF: Post Emergency or cultivation	
- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

\$

#### **FLAT WEEKLY RATE**

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

> \$150.00 Per week (Use figures)

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

PAGE 1 OF 1

13,200.00

#### PAGE 1 OF 1

10.800.00

# FACILITY: STAFFING AND RATES

Number of Hours of Service **Position Titles Hourly Rate** Employees Hours per Hours per Assigned Week Month Supervisor: 4 \$ 26.00 1 1 Working Supervisor: 2 8 1 \$ 21.00 **Grounds Maintenance Worker:** 2 1 8 \$ 20.00 Other: Plumber 1 1 4 \$ 23.00

\*Effective January 1, 2024 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.

#### COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR:

#### **ADDITIONAL SERVICES**

The Contractor is herewith submitting the following Pricing Schedule for **SpecialtyAdditional/As-Needed Services** work to be performed at this facility at the request of the County.

Service:		Cost Per Request	
	A. SAFETY CLEARANCE		
	♦ Trees	\$	560.00
	Hedges / Shrubs	\$	450.00
	B. RENOVATION / VERTICAL MOWING	\$	1,500.00
	C. TURF RE-SEEDING / RESTORATION OF BARE AREAS	\$	550.00
	D. DISEASE / INSECT CONTROL		
	♦ Turf	\$	980.00
	♦ Trees	\$	1,560.00
	<ul> <li>Shrubs / Ground Cover</li> </ul>	\$	850.00
	E. IRRIGATION		
	Price Per Controller	\$	1,800.00
	<ul> <li>Price per Sprinkler Head</li> </ul>	\$	25.00
	Price per Quick Coupler	\$	150.00
The following co	ost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost F. RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation	of materials:	

- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

\$

#### **FLAT WEEKLY RATE**

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

\$150.00 Per week (Use figures)

#### PAGE 1 OF 1

14,400.00

# FACILITY: STAFFING AND RATES

#### Norwalk Regional Library

Number of Hours of Service **Position Titles Hourly Rate** Employees Hours per Hours per Week Assigned Month Supervisor: 26.00 1 1 4 \$ Working Supervisor: 1 4 16 \$ 21.00 **Grounds Maintenance Worker:** 4 16 1 \$ 20.00 Other: Plumber 1 4 \$ 23.00

\*Effective January 1, 2024 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.

#### COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR:

#### **ADDITIONAL SERVICES**

The Contractor is herewith submitting the following Pricing Schedule for **SpecialtyAdditional/As-Needed Services** work to be performed at this facility at the request of the County.

Service:			Cost	Per Request
	A. SAFETY CL	EARANCE		
		Trees	\$	560.00
		Hedges / Shrubs	\$	450.00
	B. RENOVATIO	DN / VERTICAL MOWING	\$	1,500.00
	C. TURF RE-SE	EEDING / RESTORATION OF BARE AREAS	\$	550.00
	D. DISEASE / I	NSECT CONTROL		
		♦ Turf	\$	980.00
		♦ Trees	\$	1,560.00
		<ul> <li>Shrubs / Ground Cover</li> </ul>	\$	850.00
	E. IRRIGATION	I		
		Price Per Controller	\$	1,800.00
		<ul> <li>Price per Sprinkler Head</li> </ul>	\$	25.00
		Price per Quick Coupler	\$	150.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials: F. RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation

<b>3</b> ,	
- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

\$

#### **FLAT WEEKLY RATE**

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

\$150.00

Per week (Use figures)

PAGE 1 OF 1

10,800.00

FACILITY:	Paramount Library				
STAFFING AND RATES					
	Number of	Hours o	f Service		
Position Titles	Employees Assigned	Hours per Week	Hours per Month	Ho:	urly Rate
Supervisor:	1	1	4	\$	26.00
Working Supervisor:	1	2	8	\$	21.00
Grounds Maintenance Worker:	1	2	8	\$	20.00
Other: Plumber	1	1	4	\$	23.00

\*Effective January 1, 2024 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.

#### COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR:

#### **ADDITIONAL SERVICES**

The Contractor is herewith submitting the following Pricing Schedule for **SpecialtyAdditional/As-Needed Services** work to be performed at this facility at the request of the County.

<u>Service:</u>		Cost Per Request	
A. SAFETY CLE	ARANCE		
	♦ Trees	\$	560.00
	Hedges / Shrubs	\$	450.00
B. RENOVATION	I / VERTICAL MOWING	\$	1,500.00
C. TURF RE-SEEDING / RESTORATION OF BARE AREAS	\$	550.00	
D. DISEASE / INS	SECT CONTROL		
	♦ Turf	\$	980.00
	♦ Trees	\$	1,560.00
	<ul> <li>Shrubs / Ground Cover</li> </ul>	\$	850.00
E. IRRIGATION			
	Price Per Controller	\$	1,800.00
	Price per Sprinkler Head	\$	25.00
	Price per Quick Coupler	\$	150.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials:

F. RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation

- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

\$

#### FLAT WEEKLY RATE

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

\$150.00 Per week (Use figures)

# PRICING SCHEDULE

#### PAGE 1 OF 1

13.128.00

# FACILITY: STAFFING AND RATES

South	Whittier	l ibrary
ooum	VVIIILIGI	

Position Titles	Number of Employees Assigned	Hours o Hours per <u>Week</u>	f Service Hours per <u>Month</u>	Hou	urly Rate
Supervisor:	1	1.0	4.00	\$	26.00
Working Supervisor:	1	3	12.00	\$	21.00
Grounds Maintenance Worker:	1	3	12.00	\$	20.00
Other: Plumber	1	1	4.00	\$	23.00

\*Effective January 1, 2024 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.

## COST

In accordance with the Specific Work Requirements of the Statement of Work (SOW) and its frequencies, the Proposer is herewith submitting the following Pricing Schedule for the work to be performed at this facility.

TOTAL MAINTENANCE COST PER YEAR:

## **ADDITIONAL SERVICES**

The Contractor is herewith submitting the following Pricing Schedule for **SpecialtyAdditional/As-Needed Services** work to be performed at this facility at the request of the County.

Service:			Cost	Per Request
	A. SAFETY CLEA	RANCE		
		♦ Trees	\$	560.00
		Hedges / Shrubs	\$	450.00
	B. RENOVATION	VERTICAL MOWING	\$	1,500.00
	C. TURF RE-SEED	ING / RESTORATION OF BARE AREAS	\$	550.00
	D. DISEASE / INSI	ECT CONTROL		
		◆ Turf	\$	980.00
		♦ Trees	\$	1,560.00
		<ul> <li>Shrubs / Ground Cover</li> </ul>	\$	850.00
	E. IRRIGATION			
		Price Per Controller	\$	1,800.00
		<ul> <li>Price per Sprinkler Head</li> </ul>	\$	25.00
		Price per Quick Coupler	\$	150.00

The following cost of 1,000 Square Feet (SF) includes labor and equipment with the wholesale cost of materials: F. RE-SEEDING BASE AREAS/TURF: Post Emergency or cultivation

EDING BASE AREAS/TURF: Post Emergency or cultivation	
- Initial Cost for first 1,000 SF:	\$ 450.00
- Each Additional 1,000 SF:	\$ 450.00

\$

## FLAT WEEKLY RATE

Flat weekly rate to be added or deducted to the Annual Contractor's Fee when increasing or reducing days of service at this facility:

\$150.00 F

Per week (Use figures)

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

# CONTRACTOR'S PROPOSED SCHEDULE

# CONTRACTOR'S PROPOSED SCHEDULE

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Page 1 of 2

HONORABLE BOARD OF SUPERVISORS County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012

Dear Supervisors:

The undersigned offers to provide all labor and supplies necessary for the provision of landscape and grounds maintenance services at the LA County Library's Landscape and Grounds Maintenance <u>Area 3</u> as identified in the attached specifications.

Said work shall be done for the period prescribed and in the manner set forth in said specifications, and compensation therefore shall be computed under the formula provided therein based upon the hereinafter proposal price. I agree that if my proposal is accepted by the County, I will commence LA County Library services on 15 days' notice.

I agree to provide the specified services at LA County Library in accordance with the attached specifications for the following submitted compensation which shall apply to weekdays, weekend, holiday, overtime, and extra personnel coverage.

# STANDARD SERVICE PROPOSALS

## MONTHLY CONTRACTOR FEE FOR AREA 3:

\$\_\_\_\_\_9,990.00 \_\_\_\_\_\_per month (use figures)

# **ANNUAL CONTRACTOR FEE FOR AREA 3:**

\$ <u>119,880.00</u> per year (use figures)

# **EMPLOYEE RATES FOR AREA 3:**

PAGE 2 OF 2

# FULL TIME EMPLOYEES:

Number of supervisors:	1	Hourly Wage:	<u>\$ 26.00</u>
Number of working supervisors:	<u>1</u>	Hourly Wage:	<u>\$ 21.00</u>
Number of grounds maintenance workers:	<u>1</u>	Hourly Wage:	<u>\$ 20.00</u>
Other: ()	<u>1</u>	Hourly Wage:	<u>\$ 23.00</u>
SPECIALTY CREWS:			
Number of plumbers:	<u>1</u>	Hourly Wage:	<u>\$ 40.00</u>
Number of tree trimmers:	<u>1</u>	Hourly Wage:	<u>\$ 40.00</u>
Number of irrigation specialists:	· · · · · ·	Hourly Wage:	\$
Other: ()		Hourly Wage:	\$

Respectfully submitted, By:

\_\_\_\_\_President Title 10-10-2023 Date

Sepco Earthscape, Inc. Firm or Corporation Name

List name(s) of all joint ventures, partners, subcontractors or others having any right or interest in this contract or the proceeds thereof.

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

## The State of the state of the state of the

# CONTRACTOR'S PROPOSED SCHEDULE

Page 1 of 2

HONORABLE BOARD OF SUPERVISORS County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012

Dear Supervisors:

The undersigned offers to provide all labor and supplies necessary for the provision of landscape and grounds maintenance services at the LA County Library's Landscape and Grounds Maintenance <u>Area 4</u> as identified in the attached specifications.

Said work shall be done for the period prescribed and in the manner set forth in said specifications, and compensation therefore shall be computed under the formula provided therein based upon the hereinafter proposal price. I agree that if my proposal is accepted by the County, I will commence LA County Library services on 15 days' notice.

I agree to provide the specified services at LA County Library in accordance with the attached specifications for the following submitted compensation which shall apply to weekdays, weekend, holiday, overtime, and extra personnel coverage.

# STANDARD SERVICE PROPOSALS

# MONTHLY CONTRACTOR FEE FOR AREA 4:

\$ <u>10,357.00</u> per month (use figures)

# ANNUAL CONTRACTOR FEE FOR AREA 4:

\$ <u>124,284.00</u> per year (use figures)

# **EMPLOYEE RATES FOR AREA 4:**

# FULL TIME EMPLOYEES:

Number of supervisors:	1	Hourly Wage:	<u>\$ 26.00</u>
Number of working supervisors:	<u>1</u>	Hourly Wage:	<u>\$ 21.00</u>
Number of grounds maintenance workers:	1	Hourly Wage:	<u>\$ 20.00</u>
Other: (plumber)	<u>1</u>	Hourly Wage:	<u>\$ 23.00</u>
SPECIALTY CREWS:			
Number of plumbers:	<u>1</u>	Hourly Wage:	\$ 40.00
Number of tree trimmers:	<u>1</u>	Hourly Wage:	\$ 40.00
Number of irrigation specialists:		_ Hourly Wage:	\$
Other: ()		_ Hourly Wage:	\$

Respectfully	submitted,	$\cap$	$\frown$	
	11700-	h.	1	
Ву:	TAN	T MU	/	

president

10-10-2023

Title

Date

Sepco Earthscape, Inc.

Firm or Corporation Name

List name(s) of all joint ventures, partners, subcontractors or others having any right or interest in this contract or the proceeds thereof.

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

PAGE 2 OF 2

# CONTRACTOR'S PROPOSED SCHEDULE

Page 1 of 2

HONORABLE BOARD OF SUPERVISORS County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012

Dear Supervisors:

The undersigned offers to provide all labor and supplies necessary for the provision of landscape and grounds maintenance services at the LA County Library's Landscape and Grounds Maintenance <u>Area 5</u> as identified in the attached specifications.

Said work shall be done for the period prescribed and in the manner set forth in said specifications, and compensation therefore shall be computed under the formula provided therein based upon the hereinafter proposal price. I agree that if my proposal is accepted by the County, I will commence LA County Library services on 15 days' notice.

I agree to provide the specified services at LA County Library in accordance with the attached specifications for the following submitted compensation which shall apply to weekdays, weekend, holiday, overtime, and extra personnel coverage.

# STANDARD SERVICE PROPOSALS

# MONTHLY CONTRACTOR FEE FOR AREA 5:

\$ <u>9,854.00</u> per month (use figures)

# ANNUAL CONTRACTOR FEE FOR AREA 5:

\$ <u>118,248.00</u> per year (use figures)

# **EMPLOYEE RATES FOR AREA 5:**

# FULL TIME EMPLOYEES:

Number of supervisors:	<u>1</u>	Hourly Wage:	<u>\$ 26.00</u>
Number of working supervisors:		Hourly Wage:	<u>\$ 21.00</u>
Number of grounds maintenance workers:	1_	Hourly Wage:	<u>\$ 20.00</u>
Other: (plumber)	<u>1</u>	Hourly Wage:	<u>\$ 23.00</u>
SPECIALTY CREWS:			
Number of plumbers:	<u>1</u>	Hourly Wage:	<u>\$ 40.00</u>
Number of tree trimmers:	1	Hourly Wage:	\$ 40.00
Number of irrigation specialists:		Hourly Wage:	\$
Other: ()		Hourly Wage:	\$

Respectfully submitted,	
By: CCCCDM	_
President	

10-10-2023

Title

Date

Sepco Earthscape, inc. Firm or Corporation Name

List name(s) of all joint ventures, partners, subcontractors or others having any right or interest in this contract or the proceeds thereof.

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

PAGE 2 OF 2

EXHIBIT D

# **COUNTY'S ADMINISTRATION**

# COUNTY'S ADMINISTRATION

CONTRACT NO.

# COUNTY'S PROJECT DIRECTOR:

Name:	Elsa Munoz
Title:	Head, Support Services
Address:	7400 E. Imperial Hwy.
	Downey, CA 90242
Telephone:	562-940-8485
Facsimile:	N/A
E-mail Address:	emunoz@library.lacounty.gov

## COUNTY'S PROJECT MANAGER:

Name:	Gilbert A. Garcia
Title:	Contract Services Coordinator
Address:	7400 E. Imperial Hwy.
	Downey, CA 90242
Telephone:	562-459-6780
Facsimile:	N/A
E-mail Address:	ggarcia@library.lacounty.gov

# COUNTY'S CONTRACT PROJECT MONITORS:

Name:	Leticia Isunza
Title:	Contract Analyst
Telephone:	562-459-6770
E-mail Address:	lisunza@library.lacounty.gov

Name:	Sevak Khatchadorian
Title:	Contract Analyst
Telephone:	562-459-6783
E-mail Address:	skhatchadorian@library.lacounty.gov

Name:	Carla Leung
Title:	Contract Analyst
Telephone:	562-603-8977
E-mail Address:	<u>yleung@library.lacounty.gov</u>
Address:	7400 E. Imperial Hwy.
	Downey, CA 90242

# **CONTRACTOR'S ADMINISTRATION**

# **CONTRACTOR'S ADMINISTRATION**

	CONTRACTOR'S NAME
CONTRACT NO.	
CONTRACTOR'S	S PROJECT MANAGER:
Name:	
Title:	
Address:	
<b>-</b>	
Telephone:	
Facsimile:	
E-mail Address:	
CONTRACTOR'S	S AUTHORIZED OFFICIAL(S):
Name:	
Title:	
Address:	
Telephone:	
Facsimile:	
E-mail Address:	
Name:	
Title:	
Address:	
Telephone:	
Facsimile:	
E-mail Address:	
NOTICES TO CO	INTRACTOR:
Name:	
Title:	
Address:	
Telephone:	
Facsimile:	
E-mail Address:	

EXHIBIT F

# CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

# EXHIBIT F

#### CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

#### CONTRACTOR NAME

Contract No.

#### **GENERAL INFORMATION:**

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

## CONTRACTOR ACKNOWLEDGEMENT:

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

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

## CONFIDENTIALITY AGREEMENT:

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

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

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

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

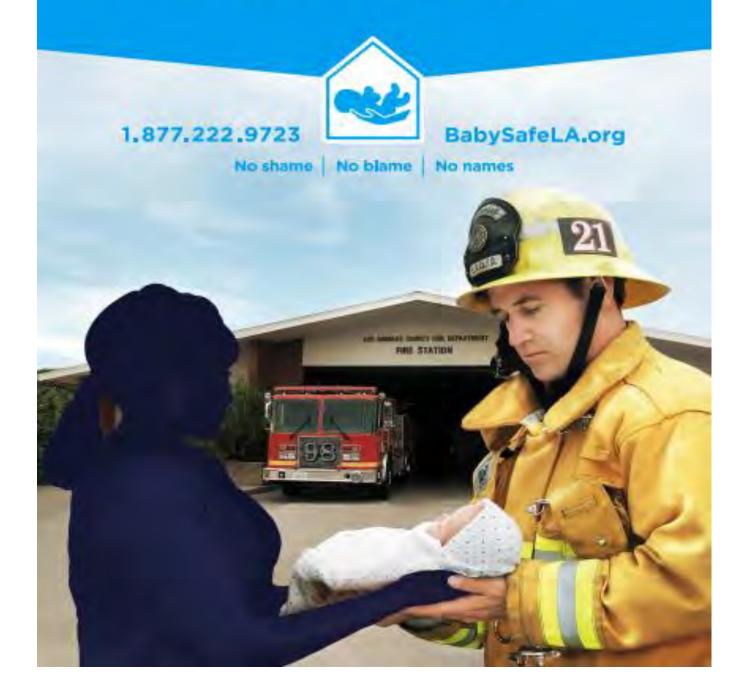
Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:	 DATE://
PRINTED NAME: _	
POSITION:	

# SAFELY SURRENDERED BABY LAW

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

Any fire station. Any hospital. Any time.



# **EXHIBIT G**

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

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

## FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

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

No shame No blame No names



## ABOUT THE BABY SAFE SURRENDER PROGRAM

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

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

## No shame No blame No names

ANY FIRE STATION. ANY HOSPITAL. ANY TIME. 1.877.222.9723 BabySafeLA.org





No shame No blame No names





## FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

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

# **ANSWERS TO YOUR QUESTIONS**

Who is legally allowed to surrender the baby? Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

# Do you need to call ahead before surrendering a baby?

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

#### What information needs to be provided?

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

#### What happens to the baby?

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

#### What happens to the parent or

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

#### How can a parent get a baby back?

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

If you're unsure of what to do: You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered. 1.877.222.9723 or BabySafeLA.org

English Spanish and 140 other languages spoken.

# PAYROLL STATEMENT OF COMPLIANCE

## COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

# PAYROLL STATEMENT OF COMPLIANCE

I, \_\_\_\_\_ (Name of Owner or Company Representative) \_\_\_\_\_ (Title)

# Do hereby state:

That I pay or supervise the payment of the persons employed by (Contractor/Subcontractor) on the (contract) that during the payroll period commencing on the (day) of (Month and Year) and ending the (day) of (Month and Year), all persons employed on said work site have been paid the full weekly wages earned, that no rebates have been or will be made, either directly or indirectly, to or on behalf of

(Contractor/Subcontractor) from the full weekly wages earned by any person, and that no deductions have been made either directly or indirectly, from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

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

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

Print Name and Title

Owner or Company Representative Signature:

Date:

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

# LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – AREA 3

Library Facilities	Monthly Cost	Annual Cost
A.C. Bilbrew	\$950.00	\$ 11,400.00
Carson	\$950.00	\$ 11,400.00
Compton	\$950.00	\$ 11,400.00
East Rancho Dominguez	\$1,140.00	\$ 13,680.00
Gardena Mayme Dear	\$1,100.00	\$ 13,200.00
Lawndale	\$1,030.00	\$ 12,360.00
Lomita	\$1,120.00	\$ 13,440.00
Manhattan Beach	\$900.00	\$ 10,800.00
Dr. Martin Luther King Jr.	\$900.00	\$ 10,800.00
Masao W. Satow	\$950.00	\$ 11,400.00
-	-	-
-	-	-
-	-	-
Total	\$ 9,990.00	\$ 119,880.00

# LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – AREA 4

Library Facilities	Monthly Cost	Annual Cost
Avalon	\$ 744.00	\$ 8,928.00
Culver City Julian Dixon	\$ 1,450.00	\$ 17,400.00
Florence-Firestone CSC	\$ 1,195.00	\$ 14,340.00
Graham	\$ 717.00	\$ 8,604.00
Hawthorne	\$ 717.00	\$ 8,604.00
Hollypark IT Facility	\$ 717.00	\$ 8,604.00
Huntington Park	\$ 890.00	\$ 10,680.00
Lennox Library Complex	\$ 1,480.00	\$ 17,760.00
View Park	\$ 890.00	\$ 10,680.00
Wiseburn	\$ 700.00	\$ 8,400.00
Woodcrest	\$ 857.00	\$ 10,284.00
-	-	-
-	-	-
-	-	-
Total	\$ 10,357.00	\$ 124,284.00

# LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – AREA 5

Library Facilities	Monthly Cost		Annual Cost
Angelo M. Iacoboni	\$	1,200.00	\$ 14,400.00
Clifton M. Brakensiek	\$	960.00	\$ 11,520.00
Hollydale	\$	700.00	\$ 8,400.00
La Mirada	\$	900.00	\$ 10,800.00
Leland R. Weaver	\$	900.00	\$ 10,800.00
Los Nietos	\$	1,100.00	\$ 13,200.00
Lynwood	\$	900.00	\$ 10,800.00
Norwalk	\$	1,200.00	\$ 14,400.00
Paramount	\$	900.00	\$ 10,800.00
South Whittier	\$	1,094.00	\$ 13,128.00
-		-	-
-		-	-
-		-	-
-		-	-
Total	\$	9,854.00	\$ 118,248.00



lacounty.gov

# Home (/LACoBids/)

# • Solicitation Detail

Solicitation Number:	461-23-02						
Title:	LANDSCAPE AND GROUNDS MAINTENANCE SERVICES - AREAS 3-4-5						
Department:	Public Library						
Bid Type:	Service	e Bid Amount: N/A					
Commodity:	GROUNDS MAINTENANCE:	MOWING, EDGING, PLAN	NT (NOT TREE) TRIMMI				
Description:	LA County Library is releasing proposals from qualified organ		osals (RFP) for the solicitation of viding Landscape and Grounds				
	Maintenance Services - Areas than 10:00 a.m., Pacific Standa		or submitting proposals is no later , October 10, 2023. Les				
Open Day:			, October 10, 2023.				
Open Day: Contact Name:	than 10:00 a.m., Pacific Standa	rd Time (PST) on Tuesday	, October 10, 2023. Les				
	than 10:00 a.m., Pacific Standa	rd Time (PST) on Tuesday Close Date:	, October 10, 2023. Let 10/10/2023 10:00:00 AM				
Contact Name:	than 10:00 a.m., Pacific Standa 9/14/2023 Leticia Isunza	rd Time (PST) on Tuesday Close Date:	, October 10, 2023. Let 10/10/2023 10:00:00 AM				

## Sepco Earthscape, Inc. REQUIRED FORMS – EXHIBIT 6 COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

TITLE		REFE	RENCE			TITLE			REFERE	NCE	
1 FIRM/ORGANIZATION INFORMATION	The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.				2 CERTIFICATION AS M WOMEN, DISADVANTAG DISABLED VETERAN, AN LESBIAN, GAY, BISEXUA TRANSGENDER, QUEER	ED, D L, , AND	If your firm is currently certified as a minority, women, disadvantaged, disabled veteran or lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprise by a public agency, complete the following.				
Total Number of Employees in	California:			21		QUESTIONING-OWNED ( BUSINESS ENTERPRISE	,				
Total Number of Employees (ind	cluding owners):			23							
Race/Ethnic Composition of Fir following categories:	<b>m.</b> Enter the make	-up of Owners/Pa	artners/Associate F	artners into the					Check if not	applicable	•
Race/Ethnic Composition		vners/Partners/ Percentage of how ownership of sociate Partners the firm is distributed		Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	LGBTQQ		
	Male	Female	Male	Female							
Black/African American			%	%							
Hispanic/Latino			%								
Asian or Pacific Islander			%	%							
Native Americans			%	%							
Subcontinent Asian			%	%							
White	1	1	50%	50%							

# BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter		oard Memo	☐ Other
CLUSTER AGENDA REVIEW DATE	1/10/2024		
BOARD MEETING DATE	2/13/2024		
SUPERVISORIAL DISTRICT			
AFFECTED		2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup> 5 <sup>th</sup>	
DEPARTMENT(S)	Public Works		
SUBJECT	PUBLIC HEARING		
	TRANSPORTATION CO		
		ATE A PORTION OF ATHENS WAY	
		-	
	(SUPERVISORIAL DIST		JUK
	(3 VOTES)	RICT 2)	
PROGRAM			
AUTHORIZES DELEGATED			
AUTHORITY TO DEPT	🛛 Yes 🗌 No		
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No		
	If Yes, please explain w	าy:	
DEADLINES/			
TIME CONSTRAINTS			
COST & FUNDING	Total cost:	Funding source:	
	\$20,000	B03	
	TERMS (if applicable):	Adams, a Court-appointed Receiver re	procepting the underlying
	property owners for two	adjoining properties, paid \$20,000 to photo the Road Fund (B03).	
PURPOSE OF REQUEST	Public Works is seeking	Board approval to vacate a portion	of Athens Way and alley
		the unincorporated community of V	
	longer needed for public		
BACKGROUND		ne vacation to clear the encumbranc	
(include internal/external		nt rights for existing utility facilities w	
issues that may exist	Golden State Water Cor	npany and the County of Los Angeles	3.
including any related motions)			
EQUITY INDEX OR LENS	│ Yes │ No		
WAS UTILIZED	If Yes, please explain ho	w.	
SUPPORTS ONE OF THE	$\square$ Yes $\square$ No		
NINE BOARD PRIORITIES		h one(s) and explain how:	
		mmended actions will allow for the C	ounty to relinquish rights,
	which will promote fisca	I sustainability and reduce the Coun	
	liability.		
DEPARTMENTAL	Name, Title, Phone # &		
CONTACTS	Shari Afshari, Deputy Di	rector, (626) 458-4008, <u>safshari@pw</u>	.lacounty.gov



# **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

> IN REPLY PLEASE REFER TO FILE: SMP-5

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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:

February 13, 2024

# PUBLIC HEARING TRANSPORTATION CORE SERVICE AREA RESOLUTION TO VACATE A PORTION OF ATHENS WAY AND ALLEY NORTH OF 132ND STREET IN THE UNINCORPORATED COMMUNITY OF WILLOWBROOK (SUPERVISORIAL DISTRICT 2) (3 VOTES)

# **SUBJECT**

Public Works is seeking Board approval to vacate a portion of Athens Way and alley north of 132nd Street in the unincorporated community of Willowbrook, which are no longer needed for public use.

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

- 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. Find that the portion of Athens Way and alley north of 132nd Street, in the unincorporated community of Willowbrook, are unnecessary for present or prospective public use and are not useful as nonmotorized transportation facilities.

MARK PESTRELLA, Director

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- 3. Find that the public convenience and necessity require the reservation and exception of easements to Golden State Water Company for construction, maintenance, operation, and use of appurtenant structures with ingress and egress purposes; as well as an easement to the County of Los Angeles for sanitary sewer, appurtenant structures, and ingress and egress purposes pursuant to Sections 8340 and 8341 of the California Streets and Highways Code.
- 4. Adopt the Resolution to Vacate a Portion of Athens Way and Alley North of 132nd Street with Reservations pursuant to Section 8324 of the California Streets and Highways Code.
- 5. Upon approval, authorize the Director of Public Works or his designee to record the certified original resolution with the Registrar-Recorder/County Clerk.

# 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 will allow the County of Los Angeles to vacate a portion of Athens Way and alley north of 132nd Street, in the unincorporated community of Willowbrook, since they are no longer needed for public use, they no longer serve the purpose for which they were dedicated, and they are not required for public access and transportation. The recommended actions will allow for the removal of the easements and will preserve rights for construction, operation, and maintenance of existing private and public utility facilities.

The proposed vacation of the easements was requested by Mr. Mark Adams, a Court-appointed Receiver representing the underlying property owners for two adjoining properties, to clear the encumbrances. The underlying property owners will benefit from this vacation.

# Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, by allowing the County to vacate the easements, which will promote fiscal sustainability and reduce the County's exposure to potential liability.

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## FISCAL IMPACT/FINANCING

There will be no significant impact to the County General Fund.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The area of the easements to be vacated contains approximately 14,234 square feet as shown on the enclosed map (Enclosure A).

The County's interest in the easements was acquired by dedication in Tract No. 819, recorded in Book 16, pages 154 and 155 of Maps; Athens Subdivision No. 3, recorded in Book 11, page 109 of Maps; Instrument No. 3330, recorded on February 21, 1908; and Instrument No. 3576, recorded on June 18, 1975, all filed with the Registrar-Recorder/County Clerk.

The easements proposed to be vacated have been determined to be unnecessary for present or prospective public use as highways and are not required for public access or transportation.

The easements proposed to be vacated were reviewed by the County Sanitation Districts and the Departments of Fire, Parks and Recreation, Public Works, and Regional Planning. The easements proposed to be vacated are determined to be not useful as nonmotorized transportation facilities and are consistent with the County's General Plan.

The procedure for vacation of a County highway is set forth in Chapter 3, Part 3, Division 9, of the California Streets and Highways Code commencing with Section 8320. Easement rights for existing utility facilities will be reserved to Golden State Water Company for construction, maintenance, operation, and use of appurtenant structures with ingress and egress purposes; as well as an easement to the County for sanitary sewer, appurtenant structures, and ingress and egress purposes pursuant to Sections 8340 and 8341 of the California Streets and Highways Code.

The enclosed "Resolution to Vacate a Portion of Athens Way and Alley North of 132nd Street with Reservation" (Enclosure B) has been approved by County Counsel as to form and it will be recorded. Adoption and subsequent recordation of the Resolution will terminate the County's rights and interest in the easements and will result in the property being unencumbered by the easements.

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## **ENVIRONMENTAL DOCUMENTATION**

The proposed project is exempt from CEQA. The project, which is vacation of the easements, 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 15305 and 15321 of the CEQA Guidelines regarding minor alterations in land use, limitations, and actions to enforce or revoke entitlement for use issued and adopted by the regulatory agency.

# IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will have no significant impact on current County services or projects.

# CONCLUSION

Public Works posted notices of the hearing in accordance with Section 8323 of the California Streets and Highways Code.

Please return one adopted copy of this letter to Public Works, Survey/Mapping & Property Management Division.

Respectfully submitted,

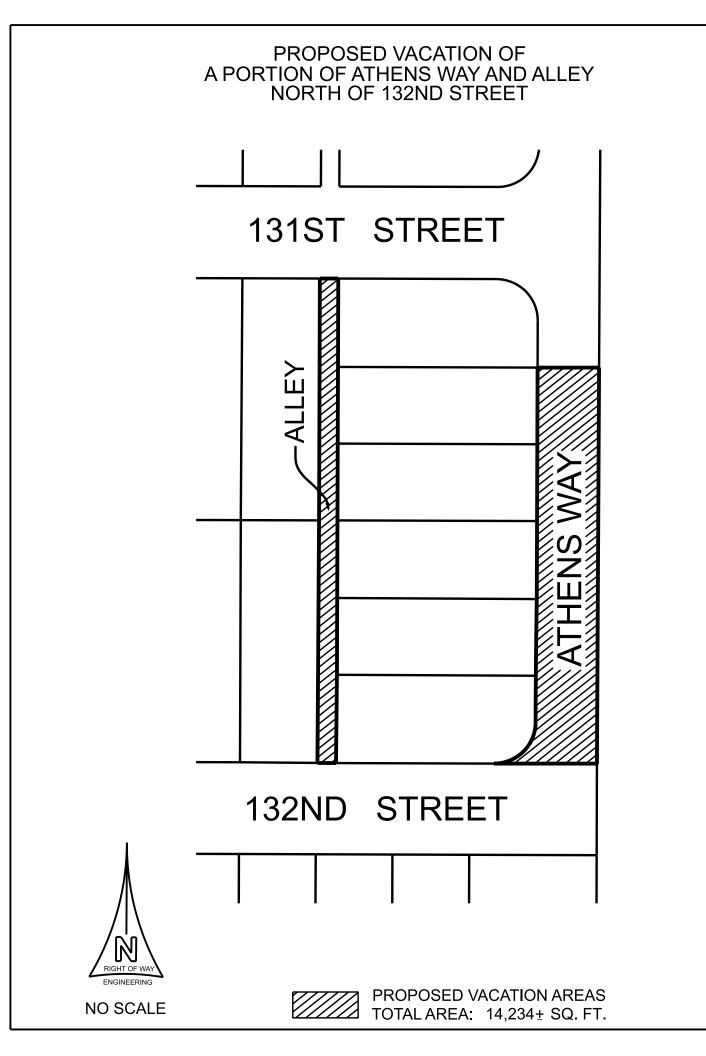
MARK PESTRELLA, PE Director of Public Works

MP:GE:mr

Enclosures

c: Auditor-Controller (Accounting Division–Asset Management) Chief Executive Office (Chia-Ann Yen) County Counsel Executive Office

# **Enclosure A**



# **Enclosure B**

## RESOLUTION TO VACATE A PORTION OF ATHENS WAY AND ALLEY NORTH OF 132ND STREET WITH RESERVATIONS

WHEREAS, the Board of Supervisors of the County of Los Angeles has conducted a noticed public hearing regarding the proposed vacation of a portion of Athens Way and alley (hereinafter referred to as easements), in the unincorporated community of Willowbrook, in the County of Los Angeles, State of California, as legally described in Exhibit A and depicted on Exhibit B, both attached hereto, in accordance with Chapter 3, Part 3, Division 9, of the California Streets and Highways Code, commencing with Section 8320, and has considered all evidence submitted at the hearing;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES HEREBY FINDS, DETERMINES, AND RESOLVES AS FOLLOWS:

- 1. The easements, in the unincorporated community of Willowbrook, are unnecessary for present or prospective public use and are not useful as nonmotorized transportation facilities.
- 2. The public convenience and necessity require the reservation of easements to Golden State Water Company for construction, maintenance, operation, and use of appurtenant structures with ingress and egress purposes; as well as an easement to the County of Los Angeles for sanitary sewer, appurtenant structures, and ingress and egress purposes pursuant to Sections 8340 and 8341 of the California Streets and Highways Code.
- 3. The easements are hereby vacated pursuant to Chapter 3, Part 3, Division 9, of the California Streets and Highways Code commencing with Section 8320, reserving and excepting therefrom easement rights to Golden State Water Company and the County of Los Angeles for the construction, maintenance, operation, and use of appurtenant structures with ingress and egress purposes pursuant to Sections 8340 and 8341 of the California Streets and Highways Code.
- 4. The Director of Public Works or his designee is authorized to record the certified original resolution with the Registrar-Recorder/County Clerk.
- 5. From and after the date this resolution is recorded, the easements will no longer constitute streets, highways, or public service easements.
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The foregoing resolution was adopted on the \_\_\_\_ day of \_\_\_\_\_, 2024, by the Board of Supervisors of the County of Los Angeles and ex officio of the governing body of all other special assessment and taxing districts for which said Board so acts.

JEFF LEVINSON Interim Executive Officer of the Board of Supervisors of the County of Los Angeles

Ву\_\_\_\_\_

Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON County Counsel

By\_\_\_ Deputy

# **EXHIBIT A**

Project Name: ATHENS WAY AND ALLEY BETWEEN 132ND STREET AND 131ST STREET WEST OF ATHENS WAY ATHENS WAY 2-9VAC Includes: Parcel No. 2-10VAC A.M.B. 6132-012 R.D. 232 I.M. 069-197 S.D. 2 LD22000353

## LEGAL DESCRIPTION

**PARCEL NO. 2-9VAC** (Vacation of public road and highway easement):

## Part A:

That portion of ATHENS WAY, 40-feet-wide, as shown on map of Tract No. 819, recorded in Book 16, pages 154 and 155, of Maps, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles, adjoining Lots 12, 13, and 14 of Block 33 of said Tract No. 819 and lying northerly of the easterly prolongation of the southerly line of said Lot 14.

## Part B:

That portion of Lot 14, Block 33, of the above-mentioned tract, described in Road deed to the County of Los Angeles, recorded on June 18, 1975, as Document No. 3576, of Official Records, in the office of said Registrar-Recorder/County Clerk.

## Part C:

That portion of ATHENS WAY, 20-feet-wide, as shown on map of Athens Subdivision No. 3, recorded in Book 11, page 109, of Maps, in the office of abovementioned Registrar-Recorder/County Clerk, adjoining Lots 10 and 11 of Block 33 of said Athens Subdivision No. 3 and lying southerly of the easterly prolongation of the northerly line of said Lot 10.

## Part D:

The easterly 20 feet of above mentioned Lots 10 and 11 of Block 33 of abovementioned Athens Subdivision No. 3.

Total area of Parcel No. 2-9VAC, having 4 parts, containing: 10,454+ square feet

PARCEL NO. 2-10VAC (Vacation of public road and highway easement):

## Part A:

That certain alley 12-feet-wide, as shown on above-mentioned Athens Subdivision No. 3, adjoining Lot 8 of Block 33 of said Athens Subdivision No. 3 and lying southerly of the easterly prolongation of the northerly line of said Lot 8.

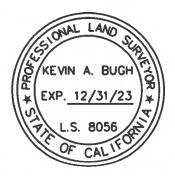
## Part B:

That certain alley, 12-feet-wide, as shown on above-mentioned Tract No. 819, adjoining Lot 15 of Block 33 of said Tract No. 819 and lying northerly of the easterly prolongation of the southerly line of said Lot 15.

Total area of Parcel No. 2-10VAC, having 2 parts, containing: 3,780+ square feet

RESERVING an easement for the construction, maintenance, operation, replacement, removal, and renewal of utility facilities to Golden State Water Company in, on, over, and across the above-described Parcel 2-9VAC.

Also RESERVING to the County of Los Angeles an easement for sanitary sewer, appurtenant structures, and ingress and egress purposes in, on, over, and across the above-described Parcel 2-10VAC



APPROVED AS TO DESCRIPTION
C/ T
By
County of Los Angeles
Dated Derober 31, 2023

