



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE

REFER TO FILE: **BRC-1**

May 3, 2021

NOTICE OF REQUEST FOR PROPOSALS FOR ON-CALL TREE TRIMMING AND MAINTENANCE SERVICES PROGRAM (BRC0000208)

**MAINTENANCE DISTRICT 1 - EAST AREA
MAINTENANCE DISTRICT 2 - NORTHWEST AREA
MAINTENANCE DISTRICT 3 - WEST AREA
MAINTENANCE DISTRICT 4 - SOUTH AREA
MAINTENANCE DISTRICT 5 - NORTHEAST AREA**

PLEASE TAKE NOTICE that Public Works requests proposals for the On-Call Tree Trimming and Maintenance Services Program (BRC0000208). This program has been designed to have a potential maximum program term of 5 years, consisting of an initial 1-year term and four potential additional 1-year renewal options. The total annual program amount of this service is estimated to be \$15,000,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://pw.lacounty.gov/brcd/servicecontracts/> or may be requested from Messrs. Danny Medina at (626) 458-4080 or dmedina@pw.lacounty.gov or David Pang at (626) 458-7167 or dpang@pw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

Note: Public Works intends to award multiple services contracts for each Maintenance District Area identified above as Maintenance Districts 1 through 5. Proposers may submit proposals for any combination of the five Maintenance Districts. Proposers must clearly specify which Maintenance District(s) they are submitting a proposal(s) for. Proposals will be evaluated and awarded independently for each Maintenance District Area.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://pw.lacounty.gov/brcd/servicecontracts>.

"Do Business with Public Works" Website Registration

All interested proposers for this RFP are strongly encouraged to register at <http://pw.lacounty.gov/general/contracts/opportunities/>. Only those firms registered for this RFP through the website will receive automatic notification when any update to this RFP is made. **The County does not have an obligation to notify any proposers other than through the Public Works website's automatic notification system.**

Doing Business with Local Small Business Enterprise, Disabled Veteran Business Enterprise, and Social Enterprise

The County strongly encourages participation from firms, primes, and subcontractors, which are certified in the County's Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) Preference Programs. The County's LSBE, DVBE, and SE Preference Programs require firms to complete a certification process to receive certain benefits allowed only for LSBE, DVBE, and SE, such as a 15 percent price preference, not to exceed \$150,000, when applicable, and LSBE Prompt Payment Program. The following link provides additional information on being County certified LSBE, DVBE, and SE: <http://dcba.lacounty.gov>.

NOTE: Each Maintenance District Area will be evaluated and awarded independent from one another. The County may award up to five contracts per Maintenance District to proposers whose proposals are rated the highest based on the evaluation criteria defined herein.

Minimum Mandatory Requirements: At the time of proposal submission, proposers must meet all minimum requirements set forth in the RFP document including, but not limited to:

1. Proposer must have a minimum of 5 years of experience in performing tree trimming and related work. Additionally, proposer must have received and successfully completed at least four large tree work projects within the last 5 years (trimming over 750 trees per project). **Subcontractors will not be allowed to fulfill this requirement.**
2. Proposer must submit a copy of a valid and active State of California C-27 Contractor's Class, Landscaping License or C-61 (D-49), Limited Specialty Class, Tree Trimming License at the time of proposal submission. **Subcontractors will not be allowed to fulfill this requirement.**
3. Proposer and its subcontractor(s), if any, must submit a copy of valid and active International Society of Arboriculture arborist certifications for at least two certified arborists who will be available to perform requested work.

4. Proposer and its subcontractor(s), if any, must submit a copy of a valid and active International Society of Arboriculture tree worker certification with either aerial lift or climber specialist designation for each employee who will be available to perform requested tree work.
5. Proposer must own or demonstrate the ability to obtain tree trimming equipment, including aerial towers to perform the tree trimming quantities annually as outlined in Exhibit A, Section J, Assignment of Work.
6. Proposer and/or its subcontractor(s), if any, must have capable staff to utilize ArcGIS software as outlined in Exhibit O.
7. Proposer and its subcontractor(s), if any, must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. **Pending registrations will not be accepted.**

The contracted work in this RFP constitutes "public works" as defined in the California Labor Code Section 1720, requiring payment of prevailing wages pursuant to Section 14, Prevailing Wages, of the RFP. Please note that the services requested in this contract may include both prevailing wage and nonprevailing wage work. Proposer and its subcontractors performing prevailing wage work, if any, must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. **Pending registrations will not be accepted.**

A mandatory proposers' conference will be held **Tuesday, May 18, 2021, at 2 p.m.** via Microsoft Teams Meeting Online Events. To participate, proposers will need to sign-in using the electronic sign-in sheet through the following web address:

<https://pw.lacounty.gov/contracts/opportunities.aspx>

Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. It is the proposers' sole responsibility to do their due diligence to visit and familiarize themselves with the work locations and their requirements before submitting their proposal. After the conference, proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference.

The deadline to submit proposals is Tuesday, June 1, 2021, at 5:30 p.m. Please direct any questions to Messrs. Medina or Pang.

Electronic Submission of Proposal

Hard copy proposals will not be accepted, you must submit proposals electronically on www.bidexpress.com, a secure online bidding service website.

To submit your proposals electronically, register with BidExpress, by or before the due date above. A new registration page must be signed, notarized, and received by BidExpress Customer Support for processing before the due date. There is a nominal service fee to use BidExpress.

Please note, each upload of file in BidExpress is limited to 10 MB per file up to 50 files for a total of 500 MB. Proposers shall plan ahead and allow sufficient time to account for the file size limitation before the proposal submission deadline to complete the uploading of proposal files.

Follow us on Twitter:

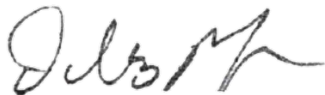
We encourage you to follow us on Twitter @[LACoPublicWorks](https://twitter.com/LACoPublicWorks) for more information on Public Works and instant updates on contracting opportunities and solicitations.



Individuals requiring reasonable accessibility accommodations may request written materials in alternate formats, physical accessibility accommodations, sign language interpreters, or other reasonable accommodations by contacting our departmental Americans with Disabilities Act coordinator at (626) 458-7337, from 7:30 a.m. to 5 p.m., Monday through Thursday (excluding holidays). Persons who are hearing impaired may make contact by first dialing the California Relay Service at 7-1-1. Requests should be made at least 1 week in advance to ensure availability. When making a reasonable accommodation request, please reference BRC-1.

Very truly yours,

MARK PESTRELLA, PE
Director of Public Works



DAVID MACGREGOR
Deputy Director

DM

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Enc.

LOS ANGELES COUNTY

PUBLIC WORKS

REQUEST FOR PROPOSALS

FOR

**ON-CALL TREE TRIMMING AND MAINTENANCE
SERVICES PROGRAM (BRC0000208)**



Approved _____, 2021
MARK PESTRELLA, PE
Director of Public Works

By: _____
Deputy Director

REQUEST FOR PROPOSALS
FOR
ON-CALL TREE TRIMMING AND MAINTENANCE
SERVICES PROGRAM (BRC000208)
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PART I

REQUEST FOR PROPOSALS

SECTION 1

INTRODUCTION

A. Proposers' Conference

A Proposers' Conference via Microsoft Teams Meeting Online Events to be held at the date and time announced in the Notice of Request for Proposals. **ALL INTERESTED PROPOSERS OR THEIR AUTHORIZED REPRESENTATIVE MUST ATTEND THIS CONFERENCE. Proposals received from Proposers not signed in as attending this conference will be rejected as nonresponsive.** Proposers are encouraged to be prepared to ask questions concerning the Request for Proposals (RFP), Contract requirements, specifications, terms, and conditions. For example, questions may address concerns, if any, that the application of minimum mandatory requirements, evaluation criteria, and/or business requirements would unfairly disadvantage Proposers or, due to unclear instructions, may result in the County not receiving the best possible responses from Proposers. Upon conclusion of the Proposers' Conference, Public Works will only provide further clarifications and/or answers concerning this solicitation through an addendum and/or informational update, to all who attended the conference.

B. Minimum Mandatory Requirements

Interested and qualified Proposers who can demonstrate their ability to successfully provide the required services outlined in Exhibit A, Scope of Work, of this RFP are invited to submit a Proposal, provided they meet the following requirement(s) at the time of Proposal submission:

1. Proposer must have a minimum of 5 years of experience in performing tree trimming and related work. Additionally, Proposer must have received and successfully completed at least four large tree work projects within the last 5 years (trimming over 750 trees per project) **Subcontractors will not be allowed to fulfill this requirement.**
2. Proposer must submit a copy of a valid and active State of California C-27 Contractor's Class, Landscaping License or C-61 (D-49), Limited Specialty Class, Tree Trimming License at the time of proposal submission. **Subcontractors will not be allowed to fulfill this requirement.**
3. Proposer and its Subcontractor(s), if any, must submit a copy of valid and active International Society of Arboriculture arborist certifications for at least two certified arborists who will be available to perform requested work.
4. Proposer and its Subcontractor(s), if any, must submit a copy of a valid and active International Society of Arboriculture tree worker certification with

either aerial lift or climber specialist designation for each employee who will be available to perform requested tree work.

5. Proposer must own or demonstrate the ability to obtain tree trimming equipment including aerial towers to perform the tree trimming quantities annually as outlined in Exhibit A, Section J, Assignment of Work.
6. Proposer and/or its Subcontractor(s), if any, must have capable staff to utilize ArcGIS software as outlined in Exhibit O.
7. Proposer and its Subcontractor(s), if any, must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. **Pending registrations will not be accepted.**

C. Contract Analyst

Proposers are instructed not to contact any County personnel other than the Contract Analyst listed below regarding this solicitation. All contact regarding this RFP or any matter relating thereto must be in writing and may be mailed or e-mailed to:

Los Angeles County Public Works
Business Relations and Contracts Division - 8th Floor
P.O. Box 1460
Alhambra, CA 91802-1460

Attention Mr. Danny Medina
E-Mail: dmedina@pw.lacounty.gov
Telephone: (626) 458-4080

Or

Attention Mr. David Pang
E-Mail: dpang@pw.lacounty.gov
Telephone: (626) 458-7167

If it is discovered that a Proposer contacted and received material information from any County personnel, other than the Contract Analysts named in the Notice of RFP and above, regarding this solicitation, the County, in its sole determination, may disqualify their Proposal from further consideration.

D. Child Support Compliance Program

Proposers shall: 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and continue to maintain compliance during the term of any Contract that may be awarded pursuant to this solicitation. Failure to comply may be cause

for termination of a Contract and/or initiation of debarment proceedings against the noncompliant Contractor (County Code, Chapter 2.202).

E. County Rights and Responsibilities

The County has the right to amend this RFP by written addendum prior to the Proposal submission deadline. The County is responsible only for that which is expressly stated in this solicitation document and any authorized written addenda. Addendums shall be made available to each person or organization that attended the Proposers' Conference. Should an addendum(s) require additional information not previously requested, failure to address the requirements of such addendum may result in the Proposal not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

F. Defaulted Property Tax and Reduction Program

1. The resultant Contract from this RFP will be subject to the requirements of the County's Defaulted Property Tax Reduction Program (Defaulted Tax Program) (County Code, Chapter 2.206). The successful Proposer should carefully read the Defaulted Tax Program Ordinance, Exhibit E. Proposers should carefully read the pertinent Defaulted Tax Program provisions in Part II, Exhibit B, Service Contract General Requirements, Section 11, Compliance with County's Defaulted Property Tax Reduction Program. The Defaulted Tax Program applies to both Contractors and their Subcontractors, if any.
2. Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any Contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with The County's Defaulted Property Tax Reduction Program (Form PW-16). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a Contract or initiation of debarment proceedings against the noncompliant Contractor (County Code, Chapter 2.202). Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered nonresponsive and excluded from further consideration.

G. GAIN and GROW Programs

As a threshold requirement for consideration for Contract award, Proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Proposers shall attest to a willingness to

provide employed GAIN/GROW participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers who are unable to meet this requirement shall not be considered for Contract award. Proposers shall certify compliance on Form PW-10, GAIN and GROW Employment Commitment.

H. Indemnification and Insurance

The successful Proposer will be required to comply with the indemnification provisions contained in Exhibit B, Section 5, Indemnification and Insurance Requirements. The Contractor will be required to procure, maintain, and provide the County proof of insurance coverage for all programs of insurance along with associated amounts specified throughout the entire term of the proposed Contract without interruption or break in coverage.

I. Injury and Illness Prevention Program

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

J. Interpretation of Request for Proposals

The definitions and other rules of interpretation set forth in Part II, Sample Agreement and Exhibit B, Section 1, Interpretation of Contract, also apply to interpretation of this RFP.

K. Jury Service Program

1. The resultant Contract from this RFP will be subject to the requirements of the County's Contractor Employee Jury Service Ordinance (Jury Service Program, County Code, Chapter 2.203). Proposers should carefully read the pertinent jury service provisions in the Part II, Exhibit B, Service Contract General Requirements, Section 7, Compliance with County's Jury Service Program. The Jury Service Program applies to both Contractors and their Subcontractors, if any. Proposals that fail to comply with the requirements of the Jury Service Program will be considered nonresponsive and excluded from further consideration.
2. The Jury Service Program requires Contractors and their Subcontractors, if any, to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than 5 days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the

Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor, and "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) the Proposer has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

3. There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor." The Jury Service Program defines "Contractor" to mean 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. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have: 1) ten or fewer employees; and 2) annual gross revenues in the preceding 12 months which, if added to the annual amount of this proposed Contract is less than \$500,000; and 3) is not an "affiliate or subsidiary of a business dominant in its field of operation." The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
4. If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Contractor Employee Jury Service Program Application for Exception and Certification Form (Form PW-3) and include with its submission all necessary documentation to support the claim, such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of "Contractor" or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

L. County's Preference Programs

The County of Los Angeles has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE). The Board of Supervisors

encourages business participation in the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities. The Preference Programs (LSBE, DVBE, and SE) requires that a business must complete certification prior to requesting a preference in a solicitation. In no case shall the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other county preference programs to exceed 15 percent or \$150,000 in response to any County solicitation. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE, DVBE, or SE when not qualified.

1. Local Small Business Enterprise Preference Program

- a. To the extent permitted by State and Federal law and when the price category is scored, the County will give Local SBE preference during the solicitation process to businesses that meet the definition of an LSBE, consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. An LSBE is defined as a business: 1) certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least 1 year; or 2) certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affairs (DCBA) inclusion policy that: a) has its principal place of business located in Los Angeles County, and b) has revenues and employee sizes that meet the State's Department of General Services requirements. The business must be certified by the DCBA as meeting the requirements set forth above prior to requesting the LSBE Preference in a solicitation.
- b. To apply for certification as an LSBE, businesses should contact the DCBA at <http://dcba.lacounty.gov>.
- c. Certified LSBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Form PW-9, Request for County's Preference Program Consideration and CBE Firm/Organization Information Form and submit a letter of certification from the DCBA with their Proposal.
- d. Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources website at <http://www.pd.dgs.ca.gov/smbus/default>.

2. Social Enterprise Preference Program

- a. The County will give preference during the solicitation process to businesses that meet the definition of an SE, consistent with Chapter 2.205 of the Los Angeles County Code. An SE is defined as:
 - i. A business that qualifies as an SE and has been in operation for at least 1 year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
 - ii. A business certified by the DCBA as an SE.
- b. Certified SE may only request the preference if the certification has been completed and certification is affirmed. Businesses must complete and submit Form PW-9, Request for County's Preference Program Consideration and CBE Firm/Organization Information Form and submit a letter of certification from the DCBA with their Proposal.
- c. Further information on SE also available on the DCBA's website at: <http://dcba.lacounty.gov>

3. Disabled Veteran Business Enterprise Preference Program

- a. The County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code. A DVBE vendor is defined as:
 - i. A business which is certified by the State of California as a DVBE; or
 - ii. A business which is verified as a Service-Disabled Veteran-Owned Small Business (SDVOSB) by the Veterans Administration.
 - iii. A business certified as DVBE with other certifying agencies pursuant to the DCBA inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.
- b. The DCBA shall certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA inclusion policy that meets the criteria set forth by the agencies above.
- c. Certified DVBE may only request the preference if the certification process has been completed and certification is affirmed.

Businesses must complete and submit Form PW-9, Request for County's Preference Program Consideration and CBE Firm/Organization Information Form and submit a letter of certification from the DCBA with their Proposal.

- d. Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.dgs.ca.gov/pd/Home.aspx>.
- e. Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs website at: <http://www.vetbiz.gov>.

M. Notice to County of Pending Acquisitions/Mergers by Proposer/Bidder

The Proposer shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Proposer on Form PW-1, Verification of Proposal. The proposed Contract will only be awarded to the entity that submitted the Proposal. Any acquisitions and merger will be handled pursuant to Exhibit B, Section 2.B, Assignment and Delegation, and evaluated in accordance with the Board's policy regarding Contractors engaged in mergers and acquisitions. Failure of the Proposer to provide this information may eliminate its Proposal/bid from any further consideration.

N. Prompt Payment Program

It is the intent of the County that Certified Local SBE receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after the receipt of an undisputed and approved invoice.

O. Proposer's Charitable Contributions Compliance

California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increases Charitable Purposes Act requirements. New rules cover California public benefit corporations, unincorporated associations, trustee entities, and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fundraising practices, and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

All prospective Contractors must determine if they receive or raise charitable contributions, which subject them to the Charitable Purposes Act and complete the certification form attached as Form PW-12. A completed Form PW-12 is a required part of any agreement with the County.

In Form PW-12, prospective Contractors certify either that:

1. They have determined now that they do not receive or raise charitable contributions regulated under the California Charitable Purposes Act (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County Contract; or
2. They are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.

Prospective County Contractors that do not complete Form PW-12 as part of the solicitation process may, in the County's sole discretion, be disqualified for Contract award. A County Contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either Contract termination or debarment proceedings or both (County Code, Chapter 2.202).

P. Proposal Requirements and Contract Specifications

1. Persons who wish to Contract with the County may respond to this RFP by submitting a Proposal in the form described in the following Sections and Attachments. Proposers are instructed to carefully read these Terms, Requirements, Specifications, Conditions, Attachments, and Exhibits.
2. Requirements for Proposals are explained in Part I of this RFP.
3. The proposed Contract's specifications and requirements are fully described in Part II, Sample Agreement; any Exhibits; and Attachments. Proposers are also requested to review Attachment 1, Policy on Doing Business with Small Business; Attachment 2, Listing of Contractors Debarred in Los Angeles County; and Attachment 3, County of Los Angeles Lobbyist Ordinance.
4. Dates and times of the Proposers' Conference and for the submission of Proposals are set forth in the Notice of Request for Proposals.

Q. Security and Background Investigations

Background and security investigations of Contractor's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting Contract. The cost of background checks is the responsibility of the Contractor.

R. Vendor Registration

Proposers must register online with the County's web-based vendor registration system to facilitate the Contract award process. Registration can be accomplished online via the Internet by accessing the County's home page at <https://camisvr.co.la.ca.us/webven/default.asp> and click on "New Registration". Being registered will assist the Proposer in receiving notifications of the release of County solicitations that may be of interest to the Proposer.

S. 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.

T. Local Small Business Enterprise/Social Enterprise/Disabled Veteran Business Enterprise Utilization

When requested by the County, the Contractor shall provide a copy of their invoice, which includes expenditure information for subcontractors utilized for Contract work which provides information requested by the County, including but not limited to: subcontractor name, business address, telephone number, email address, each subcontractor's Local Small Business Enterprise (SBE) status, Social Enterprise (SE) status, and/or Disabled Veterans Business Enterprise (DVBE) status, as applicable, and the actual monetary amount of the Contract work the subcontractor has performed.

This information shall be transmitted to the County via methods specified by the County, which may include electronic submission by one of the following methods: utilizing electronic live (or dynamic) data, utilizing a County-designated third party software system, utilizing a County approved website, or utilizing other means approved by the County. The County may request subcontractor confirmation of receipt of payment.

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

If in the judgment of the Director of Public Works, or his designee, the Contractor is deemed to be in noncompliance with these terms and obligations, the Director or his designee, at his option, in addition to, or in lieu of, other remedies provided

in the Contract, may deduct and withhold liquidated damages from County's payment to the Contractor.

U. Acknowledgement of County's Zero Tolerance Human Trafficking Policy

On October 4, 2016, the County of Los Angeles Board of Supervisors approved a motion taking significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy. The policy prohibits contractors engaged in human trafficking from receiving Contract awards or performing services under a County Contract.

Contractors are required to complete Form PW-17, Zero Tolerance Human Trafficking Policy Certification, certifying that they are in full compliance with the County's Zero Tolerance Human Trafficking provision as defined in Exhibit B, Section 2.OO, Compliance with County's Zero Tolerance Human Trafficking Policy. Further, contractors are required to comply with the requirements under said provision for the term of any Contract awarded pursuant to this solicitation.

V. Method of Payment and Required Information

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

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

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. Upon Contract award or at any time during the duration of the Contract, a contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with Public Works, shall decide whether to approve exemption requests.

W. Acknowledgement of County's Fair Chance Employment Hiring Practices

On May 29, 2018, the Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History Section 12952.

Contractors are required to complete Form PW-18, Compliance with Fair Chance Employment Hiring Practices Certification, certifying that they are in full compliance with Section 12952, as indicated in Section 2.RR, Compliance with Fair Chance Employment Practices, of Exhibit B. Further, contractors are required to comply with the requirements under Section 12952 for the term of any contract awarded pursuant to this solicitation.

X. Community Business Enterprise Participation

The County has adopted a CBE Program, which includes business enterprises owned by disabled veterans, disadvantaged business enterprises, and minority and women-owned business enterprises. The County has established an aspirational goal that 25 percent of all County contract dollars shall go to certified CBEs. All Proposers shall document good faith efforts it has taken to assure that CBEs are utilized when possible to provide supplies, equipment, technical services, and other services under this contract. The County will evaluate the Proposer's good faith efforts to meet the CBE participation goal by reviewing the Proposer's documentation. Suggested criteria include, but are not limited to, the following:

1. Proposer attended any preproposal meetings scheduled by the County to inform all Proposers of the CBE program requirements for the project.
2. Proposer identified and selected specific items of the project for which a subcontract could be awarded to be performed by CBEs to provide an opportunity for participation by those enterprises.
3. Proposer advertised, not less than ten calendar days before the date the proposals are due, in one or more daily or weekly newspapers, trade association publications, minority or trade oriented publications, trade journals, or other media specified by the County for CBEs that are

interested in participating in the project. This paragraph applies only if the County gave public notice of the project not less than 15 calendar days prior to the date the proposals are due.

4. Proposer provided written notice of his or her interest in proposing on the project to certified CBEs not less than ten calendar days prior to the submittal of proposals.
5. Proposer followed up initial solicitations of interest by contacting the CBEs to determine with certainty whether the CBEs were interested in performing specific items of the project.
6. Proposer provided interested CBEs with information about the project and requirements for selected subconsultants.
7. Proposer requested assistance from minority and women community organizations; minority and women Contractor groups; local, state, or federal minority and women business assistance offices; or other organizations that provide assistance in the recruitment and placement of minority or women business enterprises, if any are available. Proposer used the services and assistance of the Small Business Administration and Minority Business Development Agency of the Department of Commerce, the County of Los Angeles Department of Consumer and Business Affairs (dcba.lacounty.gov or (323) 881-3964), and other outreach agencies.

To obtain a list of firms that are certified by the County in the CBE Program, send an e-mail request to the County of Los Angeles Department of Consumer and Business Affairs: CBESBE@dcba.lacounty.gov. For additional information, contact the County of Los Angeles Department of Consumer and Business Affairs (Small Business Services). The website is: dcba.lacounty.gov.

8. Proposer negotiated in good faith with the CBEs and did not unjustifiably reject as unsatisfactory proposals prepared by any CBE.
9. Where applicable, the Proposer advised and made efforts to assist interested CBEs in obtaining bonds, lines of credit, or insurance required by these contract documents.
10. Proposer's efforts to obtain CBE participation could reasonably be expected by the County to produce a level of participation sufficient to meet the goals and requirements of the County.
11. Proposer commits to continue its good faith efforts to include in considering CBE participation throughout the term of the contract. County shall be notified of any future additions in CBE participation.
12. Proposer is a certified CBE.

13. The Proposer's CBE participation shall be reflected in the CBE Form.
14. Public Works will answer questions from Proposers regarding CBE participation.

The County strongly encourages participation by CBEs; however, the final selection will be made without regard to race, color, creed, or gender. The final selection will be based on the Proposer's ability to provide the best service and value to the County.

Y. Prevailing Wage

The Contractor and Subcontractors, if any, shall not be qualified to bid on, be listed in a bid Proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any Contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered Contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Contractor is registered to perform public work pursuant to Section 1725.5 at the time the Contract is awarded.

The County shall not accept any Proposal nor award any Contract to perform work without proof of the Proposer and Subcontractor's current DIR registration. A copy of the confirmed registration from the DIR must be attached to the Proposal. Proposals submitted by an unregistered Contractor shall be a basis for considering the Proposal nonresponsive with limited exceptions from this requirement for bid purposes only under applicable Labor Law.

An inadvertent error in listing an unregistered Subcontractor pursuant to Labor Code Section 1725.5 in a bid Proposal shall be grounds for considering the bid nonresponsive, unless:

1. The Subcontractor is registered prior to the bid opening.
2. Within 24 hours after the bid opening, the Subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

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

SECTION 2

PROPOSAL PREPARATION AND SUBMISSION

A. Proposal Format and Content Requirements

Proposals shall be bound and presented in the sequence, with the content tabbed and paginated in the format stated below. Failure to provide the required information or to strictly comply with these guidelines may be a basis for rejection of the Proposal as nonresponsive at the County's sole discretion:

1. Title page

The title page shall show the Proposer's name, title of the service requested, local address, telephone number, and date of submittal.

2. Table of Contents

A comprehensive Table of Contents shall list all materials included in the Proposal.

3. Letter of Transmittal

A person legally authorized to enter into Contracts for the Proposer shall sign the Letter of Transmittal. The letter must include a brief statement of the Proposer's understanding of the work to be accomplished and a list of names of individuals authorized to make representations for the Proposer, their titles, addresses, e-mail addresses, and telephone numbers.

4. Support Documents for Corporations and Limited Liability Companies

a. Corporations

Proposer must provide a copy of the corporation's "Certificate of Good Standing" with the State of California or state of incorporation and the most recent "Statement by Domestic (or Foreign) Stock Corporation" as filed with the California Secretary of State or state of incorporation. The "Statement of Information" must list the corporate officers. If Proposer's most recent Statement has only the "No change in information" box checked, the Proposer must also submit the most recent endorsed "Statement of Information," which includes a list of corporate officers.

b. Limited Liability Companies

Proposer must provide a copy of the most recent "Statement by Domestic (or Foreign) Stock Corporation" as filed with the California Secretary of State or state of incorporation. If Proposer's most recent Statement has only the "No change in information" box checked, the Proposer must also submit the most

recent endorsed "Statement of Information," which includes a list of corporate officers. The "Statement of Information" must list the corporate officers.

5. Experience

FAILURE TO PREPARE AND INCLUDE AN EXPERIENCE SECTION MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

Proposer's capabilities and experience shall be described comprehensively in order to provide for a meaningful evaluation and assessment. The narrative should discuss each of the following subject areas:

- Background
- Organization (provide a chart or outline of the firm's organizational structure showing the roles of all personnel involved with this Contract, if awarded, identifying each by name/position)
- Identify the roles of and submit resumes for the firm, principals, managing employees, on-site supervisors, other key staff, presenters, Subcontractors, and any other staff involved with this Contract, if awarded
- Provide additional information for staff involved with this Contract, if awarded, with specific information regarding length and quality of experience providing similar services as described in Exhibit A, Scope of Work
- Demonstrate how the Proposer complies with requirements outlined in Part I, Section 1.B, Minimum Mandatory Requirements, if any

6. Work Plan

FAILURE TO PREPARE AND INCLUDE A WORK PLAN MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

Describe comprehensively and in detail how the service will be performed to meet or exceed the requirements of Exhibit A, Scope of Work. Prepare and include a staffing plan that specifically describes the number of staff who will be committed to the project and their qualifications. If possible, list them by name. Describe and include the schedules, procedures, techniques, and methods that will be employed in meeting the objectives outlined in the Scope of Work. These may include personnel management, training, subcontracting, emergency and contingency planning, recruitment and replacement, supervision, supplies, equipment, uniforms, identification badges, safety, communications, and quality control.

The County may award higher points to proposers that successfully demonstrate the following in their proposal:

- a. Tree Maintenance Services – Proposers shall provide a detailed plan on how the following services will be performed:
 - 1) Pruning of trees
 - 2) Tree Inventory/GIS Mapping
 - 3) Tree Health/Risk Evaluation
 - 4) Tree Planting/Watering
 - 5) Urgent/24-Hour Emergency Call Out
 - 6) Tree Evaluation/Removal/Stump Grinding
 - 7) Root Pruning
- b. Equipment Availability – Proposers shall submit inventory of all operable equipment dedicated and/or designated as primary backup to be used to accomplish the work on Form PW-20, Statement of Equipment Form, and shall provide a detailed and comprehensive narrative, that describes how the Proposer's configuration and equipment are in compliance with the minimum mandatory requirements and Exhibit A, Scope of Work. The equipment may be subject to field inspection by Public Works.
- c. Staffing Plan/Maintenance Schedules – Proposers shall describe in detail the performance and function of all supervisory personnel and other personnel. Proposer shall describe a maintenance schedule and how and when maintenance schedules will be submitted.
- d. Arborist/Tree Risk Assessor – Proposers shall provide a plan on how a certified arborist and/or a qualified tree risk assessor will provide direction during maintenance.
- e. Damage Prevention – Proposers shall describe in detail how the proposer will prevent damage to County and private property (i.e. irrigation system, plants, fences, etc.). When damages occur describe how the Proposer will repair such damage.
- f. Safety Requirements – Proposers shall describe in detail how they will comply with all safety requirements.

7. Quality Assurance Program

Describe Proposer's Quality Assurance Program (Program) that will be utilized by the Proposer as a self-monitoring tool to ensure that these

services are performed in accordance with the County's Contract requirements and recommendations. The Program must ensure service deliveries outlined in Exhibit A, Scope of Work, are completed in a timely manner, the services will be free of defects, and how those results will be achieved. The Program must comprehensively address the Proposer's organizational process for consistently delivering those requirements.

The Proposer's staffing plan must include a qualified inspector to monitor compliance with the Program and deal with customer complaints and inquiries.

At a minimum, the Program outlined in your Proposal shall address in detail:

- a. Policies and Procedures – Quality control procedures for the Proposer, Subcontractors, if any, and suppliers must be described. If a Subcontractor is to perform work, the Program must detail how that Subcontractor will interface with the Proposer and how the Proposer will ensure that the Subcontractor complies with the Program.
- b. Inspection Fundamentals – The Proposer shall provide samples of forms that outline required operations and quality levels. The Proposal must indicate the Proposer's inspection schedules, a methodology to correct deficiencies, level of supervision, and how the inspections are to be performed. The Proposal shall document the name, authority, relevant experience, and qualifications of the person with overall responsibility for the inspection system.
- c. Quality Control Documentation, Review, and Reporting – The Program shall describe and list the records to be maintained. The Program shall detail how the Proposer will maintain inspection records and make them available to the County.

8. Subcontractors

If Subcontractors are to be used, submit a description of their proposed assignments, qualifications, experience, staffing, and schedules.

9. Licenses and Certifications

Submit copies of the Proposer's, employees', and/or Subcontractors' required licenses and certifications necessary to perform the work, if any.

- a. Submit copies of the Proposers' valid and active State of California C-27 Contractor's Class, Landscaping License or C-61 (D-49), Limited Specialty Class, Tree Trimming License.
- b. Submit copies of the Proposer's and Subcontractors' valid and active International Society of Arboriculture arborist certifications for at least

two certified arborists who will be available to perform requested work.

- c. Proposer and its Subcontractor(s), if any, must submit a copy of a valid and active International Society of Arboriculture tree worker certifications with either aerial lift or tree climber specialist for each employee who will be available to perform requested tree work.

10. Insurance

Submit completed and signed Form PW-15, Proposer's Insurance Compliance Affirmation, acknowledging that the Proposer will comply with all provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, of this Request for Proposals if awarded the Contract. In Form PW-15, Proposer affirms that the Proposer will procure, maintain, and provide the County with proof of insurance and coverage as specified by this Request for Proposals throughout the entire term of the proposed Contract, without interruption or break in coverage.

11. Forms List

Complete and submit the following forms, which are included in the RFP package:

PW-1	Verification of Proposal
PW-2	Schedule of Prices
PW-3	County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form
PW-4	Contractor's Industrial Safety Record
PW-5	Conflict of Interest Certification
PW-6	Proposer's Reference List
PW-7	Proposer's Equal Employment Opportunity Certification
PW-8	List of Subcontractors
PW-9	Request for County's Preference Program Consideration and Community Business Enterprise Firm/Organization Information Form
PW-10	GAIN and GROW Employment Commitment
PW-11	Transmittal Form to Request a Solicitation Requirements Review (Submit only if requesting a review. If requesting a review, please submit form as early as possible but no later

than ten business days of issuance of this RFP to the listed Contract Analyst.)

PW-12	Charitable Contributions Certification
PW-13	Proposer's List of Terminated Contracts
PW-14	Proposer's Pending Litigations and Judgments
PW-15	Proposer's Insurance Compliance Affirmation
PW-16	Certification of Compliance with the County's Defaulted Property Tax Reduction Program
PW-17	Zero Tolerance Human Trafficking Policy Certification
PW-18	Compliance with Fair Chance Employment Hiring Practices Certification
PW-19	Statement of Equipment Form
PW-20	Affirmation of Compliance with Minimum Requirements
PW-21	Integrated Pest Management Program Compliance Certification

(Proposer should note that any change, edit, deletion, etc., of these forms by the Proposer may subject the Proposer's Proposal to disqualification, at the sole discretion of the County.)

12. Subcontractors' Forms List

The County seeks diverse, broad-based participation in its contracting. Subcontractors, if any, shall be subject to all requirements set forth in the RFP that are applicable to Contractors in general. If Subcontractors are to be employed, Proposer must submit a statement of their proposed assignments, qualifications, experience, staffing, and schedules. In addition to this statement, the following forms must be completed and submitted for each Subcontractor contemplated:

PW-3	County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form
PW-4	Contractor's Industrial Safety Record
PW-5	Conflict of Interest Certification
PW-7	Proposer's Equal Employment Opportunity Certification

PW-9	Request for County's Preference Program Consideration and Community Business Enterprise Firm/Organization Information Form
PW-10	GAIN and GROW Employment Commitment
PW-12	Charitable Contributions Certification
PW-18	Compliance with Fair Chance Employment Hiring Practices Certification

13. Additional Information

Additional information that is not presented elsewhere and is essential to a fair evaluation must appear in the last section of the Proposal and be labeled "Additional Information." If there is no additional information the Proposer wishes to present, this section will consist of the statement: "There is no additional information we wish to present."

B. Proposal Submission

Submission of hard copy proposals will not be accepted.

PROPOSALS MUST BE SUBMITTED ELECTRONICALLY USING THE FOLLOWING METHOD:

Proposals must be submitted electronically on www.bidexpress.com, a secure online bidding service website. To submit your proposals electronically, register with BidExpress, by or before the due date. A new registration page must be signed, notarized, and received by BidExpress Customer Support for processing before the due date. There is a nominal service fee to use BidExpress.

Please note, each upload of file in BidExpress is limited to 10 MB per file up to 50 files for a total of 500 MB. Proposers shall plan ahead and allow sufficient time to account for the file size limitation before the proposal submission deadline to complete the uploading of proposal files. Proposer must submit a proposal through BidExpress. Proposer should not send hard copies, CDs, or any other materials to the County.

Proposals submitted after the closing date and time specified in the Notice of Request for Proposals will be considered as nonresponsive and will not be accepted by Public Works.

SECTION 3

GENERAL CONDITIONS OF REQUEST FOR PROPOSALS

A. Acceptance or Rejection of Proposals

The right is reserved to reject any or all Proposals that, in the judgment of the Board or Director, are not in the best interests of the County/Public Works/Special Districts. The County further reserves the right to cancel this request for Proposals at any time at its sole discretion. In the event of any such rejection of Proposals or cancellation of this solicitation, the County will not be liable for any costs incurred in connection with the preparation and submittal of a Proposal.

Proposals signed by an agent other than the president and secretary of a corporation or a member of a general copartnership must be submitted with a power of attorney or corporate resolution, certified by the secretary or assistant secretary, authorizing such signature; otherwise, the Proposal may be rejected as unauthorized and nonresponsive.

No Proposal will be considered unless the Proposer submits a Proposal for all requested items. If the solicitation document requests multiple quotations, no Proposal will be considered unless the Proposer submits a price on all items within each category; however, the solicitation document may not require the Proposer to submit a price on all of the categories.

B. Altering Solicitation Document

The wording of the solicitation document shall not be changed. Any additions, conditions, limitations, or provisions inserted by the Proposer will render their Proposal irregular and may cause its rejection as nonresponsive.

C. County Responsibility

The County will not be responsible for representation made by any of its officers or employees prior to the execution of the proposed Contract unless such understanding or representation is included in the proposed Contract.

D. Determination of Proposer Responsibility

1. A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the proposed Contract. It is the County's policy to conduct business only with responsible Contractors.
2. Proposers are hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any Contracts including, but not limited to, County Contracts. Particular attention will be given to violations of labor laws related to employee

compensation and benefits and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of Subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

3. The County may declare a Proposer to be nonresponsible for purposes of the proposed Contract if the Board, in its discretion, finds that the Proposer 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 Proposer'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 omission 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.
4. If there is evidence that the highest-rated Proposer may not be responsible, Public Works will notify the Proposer in writing of the evidence relating to the Proposer's responsibility and its intention to recommend to the Board that the Proposer be found not responsible. Public Works will provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence, which is the basis for Public Works' recommendation.
5. If the Proposer presents evidence in rebuttal to Public Works, Public Works will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of the Proposer will reside with the Board.
6. These terms shall also apply to any proposed Subcontractors of Proposer on County Contracts.

E. Disqualification of Proposers

More than one Proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any Proposer has an interest in more than one Proposal for the work contemplated may cause the rejection of all Proposals in which such Proposer has interest on the basis of nonresponsibility and/or nonresponsiveness. If there is reason for believing that collusion exists among the Proposers, such collusion by the participants may be cause for the rejection of their Proposals or future Proposals on the basis of nonresponsibility and/or nonresponsiveness and may subject such Proposers to debarment.

F. Gratuities

1. It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion, or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the proposed Contract or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submission. A Proposer shall not offer or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the proposed Contract.
2. A Proposer shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submission being rejected on the basis of nonresponsibility and/or nonresponsiveness.
3. Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.

G. Knowledge of Work to be Done

By submitting a Proposal, Proposer shall be held to have carefully read this RFP, all attachments, and exhibits; satisfied themselves before the delivery of their Proposal as to their ability to meet all of the requirements and difficulties attending the execution of the proposed work; and agreed that if awarded a Contract, no claim will be made against the County based on this RFP including, without limitation, claims based on any ambiguity or misunderstanding. Furthermore, the Proposer has carefully examined the location(s) of the proposed work, and is familiar with all of the physical and climatic conditions, and makes this Proposal solely upon the Proposer's own knowledge. The Proposer has carefully examined these specifications and requirements, both in general and in detail, any drawings attached, and any additional communications sent and makes their Proposal in accordance therewith. If Proposer's Proposal is accepted, the Proposer will enter into a written Contract with the County for the performance of the proposed work and will accept payment based on the prices shown in Form PW-2, Schedule of Prices, as full compensation for work performed. It is understood and agreed that the quantities set forth in Form PW-2, Schedule of Prices, and this RFP are only estimates, and the unit prices will apply to the actual quantities, whatever they may be.

H. Notice to Proposers Regarding the Public Records Act

1. Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, the recommended Proposer's Proposal will become a matter of public record when (1) Contract negotiations are complete; (2) Department receives a letter from the recommended Proposer's authorized officer that the negotiated Contract is the firm offer of the recommended Proposer; and (3) Department releases a copy of the recommended Proposer's Proposal in response to a Notice of Intent to Request a Proposed Contractor Selection Review under Board Policy No. 5.055. Notwithstanding the above, absent extraordinary circumstances, all Proposals will become a matter of public record when the Department's Proposer recommendation appears on the Board agenda. Exceptions to disclosure are those parts or portions of all Proposals that are justifiably defined as business or trade secrets, and plainly marked by the Proposer as "Trade Secret," "Confidential," or "Proprietary."
2. The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the Proposal as confidential shall not be deemed sufficient notice of exception. The Proposers must specifically label only those provisions of their respective Proposal which are "Trade Secret," "Confidential," or "Proprietary" in nature. Only those provisions labeled as "Trade Secret," "Confidential," or "Proprietary" in nature at the time of Proposal submission will be accepted. The Proposers will not be granted opportunity to make any change or label any portion of their respective Proposal as "Trade Secret," "Confidential," or "Proprietary" after the submission deadline of the Proposals.
3. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a Proposal marked "Trade Secret," "Confidential," or "Proprietary," Proposer agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

I. Notice to Proposers Regarding the County Lobbyist Ordinance

The Board has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance," defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in Los Angeles County Code, Chapter 2.160. In effect, each person, corporation, or other entity that seeks a County permit, license, franchise, or Contract must certify compliance with the ordinance. As part of this solicitation process, it will be

the responsibility of each Proposer to review the ordinance independently as the text of the ordinance is not contained in this RFP. Each person, corporation, or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code, Section 2.160.010, retained by the Proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code and each County Lobbyist is **not** on the Executive Office's List of Terminated Registered Lobbyist. The Proposer's signature on the Proposal submission is its certification that it is in full compliance with Los Angeles County Code, Chapter 2.160. See Attachment 3 regarding County Lobbyist.

J. Opening of Proposals

Proposals will not be publicly opened.

K. Proposer Debarment

1. The Proposer is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County Contracts for a specified period of time, which generally will not exceed 5 years but may exceed 5 years or be permanent if warranted by the circumstance, and the County may terminate any or all of the Proposer's existing Contracts with County, if the Board finds, in its discretion, that the Proposer 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 Proposer's quality, fitness, or capacity to perform a Contract with the County or 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.
2. If there is evidence that the highest-rated Proposer may be subject to debarment, Public Works will notify the Proposer in writing of the evidence, which is the basis for the proposed debarment, and will advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
3. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or the Proposer's representative shall 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 Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

4. After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
5. If a Proposer has been debarred for a period longer than 5 years, that Proposer may, after the debarment has been in effect for at least 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 Proposer 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.
6. The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer has been debarred for a period longer than 5 years; (2) the debarment has been in effect for at least 5 years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
7. 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 shall present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
8. These terms shall also apply to proposed Subcontractors of Proposer on County Contracts.
9. Attachment 2 is the link to a Listing of Contractors Debarred in Los Angeles County.

L. Proposal Prices and Agreement of Figures

If the total amount arrived at by multiplying the unit price times the quantity does not agree with the total amount entered for the item or if the total amount is not entered, the unit price and the corrected total amount will be considered as representing the Proposer's intentions. If the total amount is entered for

the item, but not the unit price, the unit price will be that which is derived by dividing the total amount proposed for the item by the number of units in the item as representing the Proposer's intentions. If the items are incorrectly calculated, the corrected total will be considered as representing the Proposer's intentions.

M. Proposer's Safety Record

A review of the Proposer's safety record will be made before the award. Proposers are required to submit this information, with their Proposal, on Form PW-4, Contractor's Industrial Safety Record form provided. Nonsubmission or an adverse finding as to the Proposer's safety record may be cause for rejection of the Proposal on the basis of nonresponsibility and/or nonresponsiveness.

N. Qualifications of Proposer

No award will be made to any Proposer who cannot give satisfactory assurance as to its ability to carry out the intended Contract, based both on financial strength and experience as a Contractor on work of the nature contemplated in the proposed Contract. Proposers are encouraged to submit records of work of similar nature, size, or extent to that proposed under these specifications and requirements. A reasonable inquiry to determine the responsibility of a Proposer will be conducted. The unreasonable failure of a Proposer to promptly supply information in connection with such inquiry including, but not limited to, information regarding past performance, financial stability, and ability to perform on schedule, may be grounds for a determination of nonresponsibility and/or nonresponsiveness with respect to such Proposer. Unfamiliarity with the type of work required by Public Works may be cause for rejection of the Proposal on the basis of nonresponsibility and/or nonresponsiveness.

O. Qualifications of Subcontractors

Proposers shall list all Subcontractors, if any, to be used on the List of Subcontractors (Form PW-8). The use of Subcontractors shall be subject to Public Works' approval. Subcontractors shall be properly licensed under the laws of the State of California for the type of work, which they are to perform. Alternate Subcontractors shall not be listed for the same work.

P. Safely Surrendered Baby Law

The Proposer shall notify and provide to its employees, and shall require each Subcontractor, if any, to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Part II, Exhibit D, of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

Q. Term of Proposals

All Proposals shall be firm offers and may not be withdrawn for a period of 270 days following the deadline for submission of Proposals.

R. Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a Proposal will be sufficient cause for the rejection of the Proposal. The evaluation and determination in this area will be at the Director's sole judgment and the Director's judgment will be final.

S. Wages, Materials, and Other Costs

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

T. Contractor Independence

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

U. Conflict of Interest

Proposer shall comply with the provisions under County Ordinance 2.180. Failure to comply with this Paragraph may be considered a breach of contract.

Notwithstanding any other section of the Los Angeles County Code, the County shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist, which justify the approval of such contract:

1. Employees of the county or of the public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subparagraph 1 above serve as officers, principals, partners or major shareholders;

3. Persons who, within the immediately preceding 12 months, came within the provisions of subparagraph 1 above, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in subparagraph 3 above, serve as officers, principals, partners or major shareholders.

V. Acceptance of Terms and Conditions

Each Proposer understands and agrees that submission of Proposals in response to this RFP constitutes acknowledgment and acceptance of, and willingness to comply with, all terms and conditions of this RFP, including all addenda to the RFP.

W. Contractors with Unresolved Disallowed Costs

If Proposer's/Bidder's compliance with a County contract has been reviewed by the A-C within the last 10 years, Proposer/Bidder must not have unresolved questioned costs identified by the A-C in an amount over \$100,000.00 that are confirmed to be disallowed costs by the contracting County department and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the contracting County department.

SECTION 4

EVALUATION OF PROPOSALS, AWARD, AND EXECUTION OF CONTRACT

A. Award of Contract

Subject to the right of the Board to make the ultimate decisions concerning the award of Contracts, the County may award multiple Contracts per service area to Proposers whose Proposals are rated the highest based on the evaluation criteria in Part I, Section 4.E, Evaluation Criteria whose Proposal(s) provide(s) the most beneficial program and price with all other factors considered. The County retains the right to select a Proposal other than the Proposal receiving the highest number of points, if County determines, in its sole discretion, another Proposal is the most overall qualified, cost-effective, responsive, responsible, and in the best interest of the County. The recommended awardee shall sign and return the Agreement within 14 calendar days of its mailing to the recommended awardee for signature by Public Works. The recommended awardee shall submit copies of its proof of insurance coverage within 14 days after Board approval of the proposed Contract or at least 14 days prior to the proposed Contract's start date, whichever occurs last. Work under the proposed Contract cannot begin before proof of valid insurance coverage is submitted to Public Works.

B. Final Contract Award by Board

Notwithstanding a recommendation by Public Works, the Board retains the right to exercise its judgment concerning the selection of a Proposal, the terms of any resultant Contract/agreement, and to determine which Proposal best serves the interests of the County. The Board is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to award, or not award, a Contract, or to award a Contract to a Proposer other than the highest-rated Proposer.

C. Evaluation of Proposals

1. All responses to this RFP become the property of the County. Upon receipt of the Proposal as specified and evaluation of Proposals in accordance with the evaluation criteria set forth below, Public Works may recommend the award of a Contract to one or more of those submitting Proposals. The proposed Contract may be submitted to the Board for consideration and possible approval.
2. The County may require whatever evidence it deems necessary to determine the Proposer's overall and specific abilities to meet the requirements of proposed Contract over the entire Contract term. This determination will be based on, but not limited to, an evaluation of the Proposer's experience, personnel, financial stability and resources, work plan, cost to perform requested services, and staffing plan.

3. The County reserves the sole right to judge the Proposer's written and oral representations and to review, evaluate, and select the successful Proposal(s).
4. The County may make on-site inspections of Proposer's current jobs and/or facilities.
5. The County, in its sole discretion, may elect to waive any error or informalities in the form of a Proposal or any other disparity, if, as a whole, the Proposal substantially complies with the RFP's requirements.
6. The County may utilize the services of appropriate experts to assist in the evaluation process.
7. The County will evaluate and award each Maintenance District independently.

D. Pass/Fail Review

Proposals will be reviewed on a Pass/Fail basis concerning the items listed below. Proposals not meeting all of these requirements may be rejected as nonresponsive:

1. Proposer is signed in electronically as attending the online Proposers' Conference
2. Proposal was submitted electronically using the BidExpress method described in Part I, Section 2.B, Proposal Submission. Any Proposal submitted after the closing date and time specified in the Notice of Request for Proposals or submitted via any other method will be rejected.
3. Proposer and Subcontractors, if any, has demonstrated that it complies with all minimum requirements as outlined in Part I, Section 1.B, Minimum Mandatory Requirements, and has submitted a completed and signed Form PW-20.
4. Proposer submitted information regarding Experience and Work Plan as outlined in Part I, Section 2.A
5. Proposer submitted a bid price on all services listed on the Form PW-2, Schedule of Prices, for at least one Maintenance District Area (MD1, MD2, MD3, MD4, or MD5).
6. Proposer submitted Form PW-19, Statement of Equipment, demonstrating ownership or ability to obtain aerial towers necessary to perform annual tree trimming operations, in accordance Part I, Section 1.B, Minimum Mandatory Requirements
7. Proposer and Subcontractors, if any, have completed and signed all appropriate forms.

8. The County will not allow any Proposer's exceptions, additions, conditions, limitations, modifications or provisions to the RFP and Contract.

E. Evaluation Criteria

All Proposals will receive a composite score (rating) and be ranked in numerical sequence from high to low based on the following criteria for each specific Maintenance District/Service Area, per their submitted Forms PW-2. Proposals will be evaluated as follows:

1. Proposed Price (60 points)

The proposed price should accurately reflect the Proposer's cost of providing the required products and services and any profit expected during the Contract term. Prior to scoring, the proposed prices must be adjusted in accordance with the LSBE, DVBE, or SE Preference Programs, as applicable.

LSBE, DVBE, or SE Preference Programs: To the extent permitted by State and Federal law, should one or more of the bidders qualify for the County's Preference Programs stated in Part I of Form PW-9, Request for County's Preference Programs Consideration and CBE Firm/Organization Information Form, the price component points will be adjusted prior to scoring as follows: 15 percent of the lowest price proposed will be calculated, which shall not exceed \$150,000, and that amount will be deducted from the prices submitted by all LSBE, DVBE, or SE Bidders who requested and were granted the LSBE, DVBE, or SE Preference. The LSBE, DVBE, or SE Preference will not reduce or change the Proposer's payment, which is based on the Proposer's bid amount.

Subject to such adjustment(s), the lowest Total Adjusted Proposed Annual Price quoted in the Schedule of Prices (Form PW-2) will receive the full weight of this evaluated item. Other Proposals will receive a prorated score calculated as follows: divide the lowest Total Adjusted Proposed Annual Price by each other Proposer's Total Adjusted Proposed Annual Price and multiply the result by the maximum possible points for this evaluation criterion. The Proposal with the lowest Total Adjusted Proposed Annual Price may not necessarily be awarded a Contract.

2. Performance History/References (10 points)

- a. Potential Points

Public Works will attempt to obtain the required number of Proposer's references for overall satisfaction with Proposer's services, with priority given to services provided in the following order: County of Los Angeles departments, other counties, cities, governmental entities, nonprofit entities, private companies, etc. Proposer may receive up to a maximum of 2.5 points for each responding reference

up to a total of 4 responding references. On Form PW-6, Proposer's Reference List, Proposers must identify all Contracts with the County of Los Angeles during the previous 3 years and must identify County's Contacts for each Contract. Public Works reserves the right to utilize any reference of Proposer, County or other, listed or not listed. Proposer shall receive zero points for each of the minimum required references not received.

b. Potential Deductions

In addition to the references provided, the review will include the Contractor Alert Reporting Database (CARD), if applicable, reflecting past performance history on County or other Contracts. If references fail to substantiate Proposer's description of services provided; references fail to support that Proposer has a continuing pattern of providing capable, productive, and skilled personnel and services; or a significant unacceptable weakness in references may result in a low or zero score. Additionally, a Proposer's unacceptable performance on another County Contract(s), as documented by Contractor Alert Reporting Database (CARD) by an unfavorable reference, may result in point deductions up to 100 percent of the total points awarded in this evaluation category. A score of zero in this evaluation category may result in rejection of the Proposal as nonresponsive.

References may be contacted by telephone, facsimile, mail, express delivery, or e-mail. It is the Proposer's responsibility to ensure that accurate and timely contact information is included in the Proposal. Public Works will ordinarily not make repeated attempts to contact references and will ordinarily not contact the Proposer to correct bad phone numbers, etc. It is the Proposer's responsibility to ensure that its references respond promptly to Public Works' requests for information.

3. Experience (15 points)

Proposers will be evaluated on the Experience submitted as part of Section 2.A.5 (Experience). The evaluators may give reduced scores to any Proposer that omits or fails to sufficiently address any of the items specified in Section 2.A.5 of this RFP. Failure to demonstrate the minimum lengths of experience performing the service may result in rejection of the Proposal as nonresponsive.

The evaluators may award higher points for the higher quality and quantity of experience of the Proposer, its key personnel, supervising employees, and Subcontractors, if any, in providing the requested services to organizations. Greater weight will be given to services provided to agencies of similar size and nature. The evaluators may consider the Proposer's description of its capabilities, resumes of key personnel (Part I, Section 2.A.5), and any other relevant information including, but not limited

to, pending litigation and judgments and a review of terminated Contract(s) reported on Form PW-13, Proposer's List of Terminated Contracts. The evaluators may consider the safety record of the Proposer and any Subcontractors to ensure that they have provided services in a safe manner. Significant unacceptable weakness in quality or quantity of experience may result in a low or zero score. A score of zero in this evaluation category may result in rejection of the Proposal as nonresponsive.

4. Work Plan (15 points)

Proposers will be evaluated on the Work Plan submitted as part of Section 2.A.6 (Work Plan). The evaluators may give reduced scores to any Work Plan that omits or fails to sufficiently address any of the items specified in Section 2.A.6 of this RFP. Evaluation and scoring of the Proposer's Work Plan will be based on the extent to which it demonstrates that the Proposer is likely to meet or exceed the performance requirements set forth in Exhibit A, Scope of Work; to demonstrate creativity and innovation that exceed the minimum requirements of the Scope of Work; to render timely and responsive service to Public Works; to respond to contingencies and emergencies; and to provide a professional level of quality in the service and work product. The highest scores will be awarded to the most comprehensive and detailed work plans that are highly likely to lead the Contractor to exceed minimum work requirements.

The evaluators will award higher scores to work plans that commit to specific staffing levels and staff qualifications that exceed the requirements of the work.

Comprehensiveness of the Work Plan will be evaluated based on detailed, specific discussion of all issues relevant to the work. These may include personnel management, training, subcontracting, recruitment and replacement, supervision, supplies, equipment, identification badges, safety, communications, quality control, and other issues.

The evaluation committee may make these determinations from all relevant information presented in the Proposal, which may include the work plan, staffing plan, quality assurance plan, schedules, and other documents.

The evaluation committee may also make this determination from all relevant information presented in the Proposer's written Quality Assurance Program (Program), which may include, but is not limited to, policies and procedures, inspection fundamentals as well as a description of quality control documentation, review, and reporting. Failure of the Proposer to designate a qualified inspector that will be provided by Proposer to monitor compliance of the Program and deal with customer complaints and inquiries will result in a reduced score in this category. If a Subcontractor is to perform Quality Assurance, the Program must detail how that Subcontractor will interface with the Proposer and comply with the Program.

Significant unacceptable weakness in any of the Work Plan subject areas or omission of a Work Plan from the Proposal at the time of submission may result in a low or zero score. A score of zero in this evaluation category may result in rejection of the Proposal as nonresponsive.

5. Optional Interview/Clarification

The County may, at its option, invite one or more Proposers to make a written or verbal clarification, presentation, and/or participate in an interview before a final selection is made. Evaluation criteria for any additional information provided is the same as that for written Proposals. A separate score will not be given for a presentation or interview, but the Proposer's performance may be considered as part of the overall evaluation. The evaluators may, in their sole discretion, limit the offer to give a presentation or interview, if any, to the one or more Proposers who receive the highest scores in a preliminary scoring of Proposals in accordance with the evaluation criteria set forth in this Part I, Section 4.E, Evaluation Criteria.

6. Additional Criteria

These criteria are not exclusive. The County reserves the right to apply additional evaluation criteria.

F. Negotiation

The County reserves the right to negotiate the terms, conditions, and price of the Proposal, in the sole discretion of the County, to achieve the most beneficial program and price for the County. The County, in its sole discretion, may limit the negotiation, if any, to one or more responsive and responsible Proposers who receive the highest scores in a preliminary scoring of Proposals in accordance with the evaluation criteria set forth in this Part I, Section 4.E, Evaluation Criteria. The negotiation with the Proposer(s) will not result in a change in the rating of the Proposers. If a satisfactory Contract cannot be negotiated, the County may, at its sole discretion, begin Contract negotiations with the next highest-rated Proposer who submitted a Proposal, as determined by the County.

SECTION 5

PROTEST POLICY

A. Protest Policy Review Process

1. Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services Contract, as described in paragraph C, Solicitation Requirements Review, below. Any Proposer may request a review of a disqualification or of a proposed Contract award under such a solicitation, as described respectively in Sections below. Additionally, any Proposer may obtain copies of Proposals and Public Works evaluation documents as provided in Part I, Section 3, paragraph H. Under any such review, it is the responsibility of the Proposer challenging the decision of Public Works to demonstrate that Public Works committed a sufficiently material error in the solicitation process to justify invalidation of a solicitation or a proposed Contract award as the case may be.
2. Throughout the review process, the County has no obligation to delay or otherwise postpone an award of Contract based on a Proposer protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

B. Department Level Reviews

Unless State or Federal statutes or regulations otherwise provide, the level of review as provided under the protest policy are as follows:

- Solicitation Requirements
- Disqualification Review
- Proposed Contractor Selection Review

C. Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting a written request for review to Public Works conducting the solicitation as described in this paragraph. A Request for a Solicitation Requirements Review may be denied, in Public Works' sole discretion, if the request does not satisfy all of the following criteria:

1. The request is made within the time frame identified in the solicitation document (generally within ten business days of issuance of the solicitation document).
2. The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a Proposal.

3. The request itemizes in appropriate detail, each matter contested, and factual reasons for the requested review.
4. The request asserts either that:
 - a. Application of the minimum requirements, evaluation criteria, and/or business requirements unfairly disadvantages the person or entity; or,
 - b. Due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposers.
5. Requests for a Solicitation Requirements Review not satisfying all of these criteria may, in the department's sole discretion, be denied.
6. The Solicitation Requirements Review will be completed and Public Works' determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the bid/Proposal due date.

D. Place to Submit Requests for Review

All Requests for Review shall be submitted to the Contract Analyst.

E. Disqualification Review

1. A bid/Proposal may be disqualified from consideration because Public Works determined it was nonresponsive at any time during the review/evaluation process. If Public Works determines that a bid/Proposal is disqualified due to nonresponsiveness, Public Works shall notify the Proposer in writing.
2. Upon receipt of the written determination of nonresponsiveness, the Proposer may submit a Transmittal Form to Request a Disqualification Review within the timeframe specified in the disqualification document.
3. A request for a Disqualification Review may, in Public Works' sole discretion, be denied if the request does not satisfy all of the following criteria:
 - a. The request for a Disqualification Review is submitted within the timeframe specified in the disqualification review.
 - b. The request for a Disqualification Review asserts that the determination of disqualification due to bid/Proposal nonresponsiveness was erroneous (e.g., factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

4. The Disqualification Review shall be completed and the determination shall be provided to the requesting Proposer, in writing, prior to the conclusion of the evaluation process.

F. Debriefing Process

For solicitations where Proposals are evaluated and scored in accordance to Section 4, Evaluation of Proposals, the following provisions shall apply:

1. Upon completion of the evaluation, Public Works will notify the remaining Proposers in writing that Public Works is entering negotiations with another Proposer. Upon receipt of the letter, any nonselected Proposer may submit a written request for a Debriefing within the time frame specified in the letter. A request for a Debriefing may, in Public Works' sole discretion, be denied if the request is not received within the specified time frame.
2. The purpose of the Debriefing is to compare the requesting Proposer's response to the solicitation document with the evaluation document. The requesting Proposer shall be debriefed only on its response. Because Contract negotiations are not yet complete, responses from other Proposers shall not be discussed, although Public Works may inform the requesting Proposer of its relative ranking.
3. During or following the debriefing, Public Works will instruct the requesting Proposer of the manner and time frame in which the requesting Proposer must notify Public Works of its intent to request a Proposed Contractor Selection Review, below, if the requesting Proposer is not satisfied with the results of the Debriefing.

G. Proposed Contractor Selection Review Process

Any Proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in paragraph F, above, may submit a written request for a Proposed Contractor Selection Review in the manner and time frame as specified by Public Works. For low-bid solicitations, where applicable, upon selection of the lowest-cost, responsive, and responsible bidder, Public Works will notify the remaining bidders in writing that Public Works is entering negotiations with another bidder. Public Works will instruct the remaining bidders of the manner and time frame in which each remaining bidder must notify Public Works of its intent to request a Proposed Contractor Selection Review, should such remaining bidder desire to have such a review performed.

A request for a Proposed Contractor Selection Review may, in Public Works' sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by Public Works).

2. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
 - a. Public Works materially failed to follow procedures specified in its solicitation document. This includes:
 - i. Failure to correctly apply the standards for reviewing the Proposal format requirements.
 - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the Proposals as specified in the solicitation document.
 - iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
 - b. Public Works made identifiable mathematical or other errors in evaluating bids/Proposals, resulting in the Proposer receiving an incorrect score, and not being selected as the recommended Contractor.
 - c. For applicable solicitations where responses are evaluated and scored, a member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
 - d. Another basis for review as provided by State or Federal law.
3. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for Public Works' alleged failure, the Proposer would have been the lowest-cost, responsive, and responsible bid or the highest-scored Proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, Public Works representative shall issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the Contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the Proposer of the manner and time frame for requesting a review by a County Independent Review, paragraph H, below.

H. County Independent Review

1. Any Proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for a County Independent Review in the manner and time frame specified by Public Works in Public Works' written decision regarding the Proposed Contractor Selection Review.

2. A request for a County Independent Review may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:
 - a. The request for a review by a County Independent Review is submitted timely (i.e., by the date and time specified by Public Works).
 - b. The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review as listed in paragraph G above.
3. Proposer that request a County Independent Review may not add new assertions or documentation to the assertions presented in their Proposed Contractor Selection Review. Proposers may remove assertions presented in their Proposed Contractor Selection Review if they feel that the department response has resolved their assertion.
4. Upon completion of the County Independent Review's, Internal Services Department will forward its report to Public Works, which will provide a copy to the Proposer.

TABLE OF FORMS

PW-1	Verification of Proposal
PW-2	Schedule of Prices
PW-3	County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form
PW-4	Contractor's Industrial Safety Record
PW-5	Conflict of Interest Certification
PW-6	Proposer's Reference List
PW-7	Proposer's Equal Employment Opportunity Certification
PW-8	List of Subcontractors
PW-9	Request for County's Preference Program Consideration and Community Business Enterprise Firm/Organization Information Form
PW-10	GAIN and GROW Employment Commitment
PW-11	Transmittal Form to Request A Solicitation Requirements Review (Submit Only If Requesting A Review.)
PW-12	Charitable Contributions Certification
PW-13	Proposer's List of Terminated Contracts
PW-14	Proposer's Pending Litigations and Judgments
PW-15	Proposer's Insurance Compliance Affirmation
PW-16	Compliance with County's Defaulted Property Tax Reduction Program
PW-17	Compliance with County's Zero Tolerance Human Trafficking Policy
PW-18	Compliance with County's Fair Chance Employment Hiring Practices
PW-19	Statement of Equipment Form
PW-20	Affirmation of Compliance with Minimum Requirements
PW-21	Compliance with the Integrated Pest Management Program

ATTACHMENTS

1. County of Los Angeles Policy on Doing Business with Small Business
2. Listing of Contractors Debarred in Los Angeles County
3. County of Los Angeles Lobbyist Ordinance

VERIFICATION OF PROPOSAL

DATE: _____, 2021		THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:	
1. This Declaration is given in support of a Proposal for a Contract with The County of Los Angeles. The Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the Proposal may be rejected at the Director's sole judgment and his/her judgment shall be final.			
2. Name of Service: _____			
DECLARANT INFORMATION			
3. Name of Declarant: _____			
4. I am duly vested with the authority to make and sign instruments for and on behalf of the Proposer(s).			
5. My Title, Capacity, Or Relationship to the Proposer(s) is: _____			
PROPOSER INFORMATION			
6. Proposer's full legal name: _____		Telephone No.: _____	
Physical Address (NO P.O. BOX): _____		Mobile No.: _____	
e-mail: _____		Fax No.: _____	
County WebVen No.: _____	IRS No.: _____	Business License No.: _____	
7. Proposer's fictitious business name(s) or dba(s) (if any): _____			
County(s) of Registration: _____		State: _____	Year(s) became DBA: _____
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor	Name of Proprietor: _____		
<input type="checkbox"/> A corporation:	Corporation's principal place of business: _____		
	State of incorporation: _____		Year incorporated: _____
<input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts		President/CEO: _____	
		Secretary: _____	
<input type="checkbox"/> A general partnership:		Names of partners: _____	
<input type="checkbox"/> A limited partnership:		Name of general partner: _____	
<input type="checkbox"/> A joint venture of:		Names of joint venturers: _____	
<input type="checkbox"/> A limited liability company:		Name of managing member: _____	
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s)	Title	Phone	Fax
Street	City	State	Zip
Name(s)	Title	Phone	Fax
Street	City	State	Zip
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input type="checkbox"/> No <input type="checkbox"/> Yes			
If yes, name of parent firm: _____ State of incorporation/registration of parent firm: _____			
11. Has your firm done business under any other name(s) within the last five years? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, please list the other name(s):			
Name(s): _____		Year of name change: _____	
Name(s): _____		Year of name change: _____	
12. Is your firm involved in any pending acquisition or merger? <input type="checkbox"/> No <input type="checkbox"/> Yes			
If yes, indicate the associated company's name: _____			
13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
14. I am making these representations and all representation contained in this proposal based on information that they are true and correct to the best of my information and belief.			
I declare under penalty of perjury under the laws of California that the above information is true and correct.			
Signature of Proposer or Authorized Agent: _____			Date: _____
Type name and title: _____			

SCHEDULE OF PRICES FOR

ON-CALL TREE TRIMMING AND MAINTENANCE SERVICES PROGRAM (BRC0000208)

IMPORTANT: Please use the PW-2 forms found electronically to submit your proposal. The electronic forms are accessible at: <http://pw.lacounty.gov/brcd/servicecontracts/>, Please complete, print, and include your forms with your proposal submission.

1. The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.
2. The County will be divided into five separate contract areas by Maintenance Districts. Proposers may bid on any number of the five Maintenance District Areas which will be evaluated and awarded independently. Proposers must provide a completed bid submission for *at least one* of the five Maintenance Districts. Proposers must submit completed Schedule of Prices (Forms PW-2.1, PW-2.2, PW-2.3, PW-2.4, and/or PW-2.5) for all service categories listed from 1 through 11 within its corresponding Maintenance District Area (MD1, MD2, MD3, MD4, and/or MD5). Please note, proposers **are not required** to submit bids for *all* Maintenance District Areas. Based on this utilization and the required competitive unit cost pricing, the use of the weighted cost factor will be utilized only to evaluate overall pricing between proposers. The unit cost rate will be utilized by the County to pay Contractor for services rendered. In accordance with the specifications, the undersigned Proposer is herewith submitting the Proposal for the performance of the work described in the Maintenance District Area as follows:

PROPOSER BID(S)	MAINTENANCE DISTRICT AREA/ SERVICE LOCATION	FORMS	TOTAL ANNUAL PROPOSED PRICE
<input type="checkbox"/> Yes <input type="checkbox"/> No	Maintenance District 1 (MD1) East Area	PW-2.1	\$_____
<input type="checkbox"/> Yes <input type="checkbox"/> No	Maintenance District 2 (MD2) Northwest Area	PW-2.2	\$_____
<input type="checkbox"/> Yes <input type="checkbox"/> No	Maintenance District 3 (MD3) West Area	PW-2.3	\$_____
<input type="checkbox"/> Yes <input type="checkbox"/> No	Maintenance District 4 (MD4) South Area	PW-2.4	\$_____
<input type="checkbox"/> Yes <input type="checkbox"/> No	Maintenance District 5 (MD5) Northeast Area	PW-2.5	\$_____

LEGAL NAME OF PROPOSER		PROPOSER'S ADDRESS	
BUSINESS PHONE	E-MAIL	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE
TITLE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		SIGNATURE OF AUTHORIZED PERSON	DATE

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
(Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program Is Not Applicable to My Business

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost, and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost, and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

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

☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

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

Print Name:	Title:
Signature:	Date:

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: _____

SERVICE BY PROPOSER: _____

PROPOSAL DATE: _____

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2016	2017	2018	2019	2020	Current Year to Date	Total
1. Number of contracts.							
2. Total dollar amount of Contracts (in thousands of dollars).							
3. Number of fatalities.							
4. Number of lost workday cases.							
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.							
6. Number of lost workdays.							

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

Name of Proposer or Authorized Agent (please print)_____
Signature_____
Date

CONFLICT OF INTEREST CERTIFICATION

I, _____

☐ Sole owner☐ General partner☐ Managing member☐ President, Secretary, or other proper title: _____

of

(Name of proposer)

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code, Section 2.180.010, which provides as follows:

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

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who
 - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of the Los Angeles County Code, Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed _____

Date _____

PROPOSER'S REFERENCE LIST

PROPOSER NAME: _____

PROPOSED CONTRACT FOR: _____

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages of this form as you may require.

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

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

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

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

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

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name:
Address:
Internal Revenue Service Employer Identification Number:

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

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

Proposer:	
Authorized Representative:	
Signature:	Date:

LIST OF SUBCONTRACTORS

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

☐ Proposer will **not** utilize Subcontractors in providing the requested services. All required services will be performed by the Proposer.

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

FORM PW-8
(Continued)

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

	Subcontractor Name	Local SBE	SBE	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							

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

Print Name:	Authorized Signature:	Title:	Date:

COMMUNITY BUSINESS ENTERPRISES (CBE) PARTICIPATION FORM

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

LIST OF CBE PARTICIPATION

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

Name/Address	Type of Work/Product	Indicate MBE, WBE, DBE or DVBE	Percentage of Base Price Proposal

**REQUEST FOR COUNTY'S PREFERENCE PROGRAM CONSIDERATION
AND CBE FIRM/ORGANIZATION INFORMATION FORM
COUNTY OF LOS ANGELES**

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

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

☐ **Request for Local Small Business Enterprise (LSBE) Program Preference**

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

☐ **Request for Social Enterprise (SE) Program Preference**

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

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

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

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

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

- ☐ DCBA certification is attached.

Name of Firm:		County Webven No.	
Print Name:		Title:	
Signature:		Date:	
Reviewer's Signature	Approved	Disapproved	Date

NOTE: Proposers responding to this RFP must complete and return this form for proper consideration of their proposal.

FIRM NAME:
My County (WebVen) Vendor Number:

- II. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation, or disability.

Business Structure:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners):						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

- III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

- IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

- V. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.**

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

Authorized Signature:	Title:	Date:
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GAIN and GROW EMPLOYMENT COMMITMENT

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@dpss.lacounty.gov and BSERVICES@wdacs.lacounty.gov.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

☐ YES (subject to verification by County)

☐ NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

☐ YES

☐ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

☐ YES (subject to verification by County)

☐ NO

☐ N/A

Signature	Title
Firm Name	Date

TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW

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

Proposer Name:	Date of Request:
Solicitation Title:	Solicitation No.:

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

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **ten business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review.
(Attach supporting documentation)

Request submitted by:

(Name)

(Title)

For County use only

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

Reviewed by: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification No.

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

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

Check the Certification below that is applicable to your company

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

OR

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

Signature

Date

Name and Title (please type or print)

PROPOSER'S LIST OF TERMINATED CONTRACTS**PROPOSER'S NAME:** _____☐ **Proposer has not had any contracts terminated in the past three years.**

Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination was at the fault of the Proposer or not. Any and all terminated contracts should be accompanied with an explanation. It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on contracts that were terminated prior to expiration.

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SIGNATURE: _____**DATE:** _____

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: _____

- ☐ Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation where they would be a party; and have not had any judgments entered against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of proposal submission.

A. ☐ Pending Litigation ☐ Threatened Litigation ☐ Judgment (check one)

1. Against ☐ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: _____
3. Case Number: _____
4. Court of Jurisdiction: _____
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

B. ☐ Pending Litigation ☐ Threatened Litigation ☐ Judgment (check one)

1. Against ☐ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: _____
3. Case Number: _____
4. Court of Jurisdiction: _____
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

Signature of Proposer: _____ Date: _____

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION
ON-CALL TREE TRIMMING AND MAINTENANCE SERVICES PROGRAM (BRC0000208)

Proposer's Name

Address

- ☐ If awarded the contract: Proposer **will** comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, of this Request for Proposals, and Proposer **will** procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, throughout the entire term of the proposed contract, without interruption or break in coverage.
- ☐ Proposer **will not** comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, of this Request for Proposals, and Proposer **will not** procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, throughout the entire term of the proposed contract, without interruption or break in coverage. If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified.

Print Name:	Title:
Signature:	Date:

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The Proposer certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code, Chapter 2.206.

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

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

-OR-

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code, Section 2.206.060, for the following reason:

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

Print Name:	Title:
Signature:	Date:

COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING POLICY

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email Address:	
Solicitation/Contract for: <u>ON-CALL TREE TRIMMING AND MAINTENANCE SERVICES PROGRAM</u>		

PROPOSER CERTIFICATION

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

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

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

Print Name:	Title
Signature:	Date:

COMPLIANCE WITH COUNTY'S FAIR CHANCE EMPLOYMENT HIRING PRACTICES

ON-CALL TREE TRIMMING AND MAINTENANCE SERVICES PROGRAM (BRC0000208)

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email Address:	
Solicitation/Contract for _____ Services		

PROPOSER/CONTRACTOR CERTIFICATION

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

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

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

Print Name:	Title
Signature:	Date:

STATEMENT OF EQUIPMENT FORM

ON-CALL TREE TRIMMING AND MAINTENANCE SERVICES PROGRAM (BRC0000208)

PROPOSER'S NAME:

ADDRESS: _____

TELEPHONE: _____

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT THAT WILL BE DEDICATED AND/OR DESIGNATED PRIMARY BACKUP TO THIS SERVICE.

Please list one (1) item per line; DO NOT submit an equipment list in your own format. Attach additional copies of this form as necessary to list all pertinent equipment.

[illegible]

AFFIRMATION OF COMPLIANCE WITH MINIMUM REQUIREMENTS

ON-CALL TREE TRIMMING AND MAINTENANCE SERVICES PROGRAM (BRC0000208)

PROPOSER MUST CHECK A BOX IN EVERY SECTION

Important Note: The information you provide on this form is subject to verification and may not be used for scoring purposes.

Completing this form by itself without including detailed narratives in your proposal to support each of the minimum mandatory requirements of this RFP, any inconsistencies or inaccuracy in the information provided on this form, and/or in your Proposal, may subject your Proposal to disqualification or other actions, at the sole discretion of the County.

At the time of proposal submission, Proposer must meet these minimum mandatory requirements:

- Proposer must have a minimum of 5 years of experience in performing tree trimming and related work. Additionally, Proposer must have received and successfully completed at least four large tree work projects within the last 5 years (trimming over 750 trees per project) Subcontractors will not be allowed to fulfill this requirement.

☐ **Yes. Proposer does meet the minimum experience requirement as stated above.** Please complete the chart below.

Name of Proposer	Dates of Experience (Start/End)	Description of Project Service/Experience	Approx. No. of Trees Trimmed	Page No. (Page of your proposal which details this requirement.)
	Start:	Project 1:		
	End:			
	Start:	Project 2:		
	End:			
	Start:	Project 3:		
	End:			
	Start:	Project 4:		
	End:			

☐ **No. Proposer does not meet the minimum experience requirement as stated above.** Checking this box will render your proposal nonresponsive and disqualify your firm from further consideration.

2. Proposer must submit a copy of a valid and active State of California C-27 Contractor's Class, Landscaping License or C-61 (D-49), Limited Specialty Class, Tree Trimming License. **Subcontracting is not permitted to meet this requirement.**

☐ **Yes. Proposer does meet the licensing requirement as stated above.** Please complete the chart below.

Name of License Holder	Valid/Active Dates (To/From)	License Type	License Number	Page No. (Page of your proposal which provides a copy of this license.)

☐ **No. Proposer does not hold the license requirement as stated on the previous page.** Checking this box will render your proposal nonresponsive and disqualify your firm from further consideration.

3. Proposer and its Subcontractor(s) if any, must submit a copy of valid and active International Society of Arboriculture (ISA) arborist certifications for at least two certified arborists who will be available to perform requested work under this contract.

☐ **Yes. Proposer and its Subcontractor(s) do meet the certification requirement as stated above.** Please complete the chart below.

Name of Certification Holder	Subcontractor?	Valid/Active Dates (To/From)	TRAQ/TRACE? (If applicable)	Page Number (Page of your proposal which provides a copy of this certification.)
	<input type="checkbox"/> Yes		<input type="checkbox"/> Yes	
	<input type="checkbox"/> No		<input type="checkbox"/> No	
	<input type="checkbox"/> Yes		<input type="checkbox"/> Yes	
	<input type="checkbox"/> No		<input type="checkbox"/> No	
	<input type="checkbox"/> Yes		<input type="checkbox"/> Yes	
	<input type="checkbox"/> No		<input type="checkbox"/> No	

☐ **No. Proposer or its Subcontractor(s) does not meet the certification requirement as stated above.** Checking this box will render your proposal nonresponsive and disqualify your firm from further consideration.

4. Proposer and its Subcontractor(s) if any, must submit a copy of valid and active International Society of Arboriculture (ISA) tree worker certification with either aerial lift or climber specialist designation, for each employee who will be available to perform requested tree work under this contract.

☐ **Yes. Proposer and its Subcontractor(s) do meet the certification requirement as stated above.** Please complete the chart below.

Name of Certification Holder	Tree Worker Certification Type	Subcontractor?	Valid/Active Dates (To/From)	Page Number (Page of your proposal which provides a copy of this certification.)
	<input type="checkbox"/> Aerial Lift	<input type="checkbox"/> Yes		
	<input type="checkbox"/> Climber	<input type="checkbox"/> No		
	<input type="checkbox"/> Aerial Lift	<input type="checkbox"/> Yes		
	<input type="checkbox"/> Climber	<input type="checkbox"/> No		

☐ **No. Proposer or its Subcontractor(s) does not meet the certification requirement as stated above.** Checking this box will render your proposal nonresponsive and disqualify your firm from further consideration.

5. Proposer must own or demonstrate the ability to obtain tree trimming equipment including aerial towers to perform the tree trimming quantities annually as outlined in Exhibit A, Section J, Assignment of Work.

☐ **Yes. Proposer or its Subcontractor(s) does meet the equipment requirement as stated above.** Please complete the Form PW-19, Statement of Equipment Form demonstrating compliance with this requirement.

☐ **No. Proposer or its Subcontractor(s) does not meet the equipment requirement as stated above.** Checking this box will render your proposal nonresponsive and disqualify your firm from further consideration.

6. Proposer and/or its Subcontractor(s), if any, must have staff capable to utilize ArcGIS software as outlined in Exhibit O.

☐ **Yes. Proposer or its Subcontractor(s) does meet the staff experience requirement as stated above.** Please complete the Form PW-19, Statement of Equipment Form demonstrating compliance with this requirement.

Name of Staff	Subcontractor?	Description of Relevant ArcGIS Service/Experience	Page No. (Page of your proposal providing a resume detailing this person's GIS experience.)
	<input type="checkbox"/> Yes <input type="checkbox"/> No		

- ☐ **No. Proposer or its Subcontractor(s) does not meet the staff experience requirement as stated on previous page.** *Checking this box will render your proposal nonresponsive and disqualify your firm from further consideration.*

7. Proposer and its Subcontractor(s), if any, must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. **Pending registrations will not be accepted.**

- ☐ **Yes. Proposer and its Subcontractor(s) does meet the registration requirement as stated above.** Please complete the chart below.

Registration Name	Registration No.	Valid/Active Dates (To/From)	Subcontractor?
			<input type="checkbox"/> Yes
			<input type="checkbox"/> No
			<input type="checkbox"/> Yes
			<input type="checkbox"/> No
			<input type="checkbox"/> Yes
			<input type="checkbox"/> No
			<input type="checkbox"/> Yes
			<input type="checkbox"/> No

- ☐ **No. Proposer and its Subcontractor(s), if any, does not meet the registration requirement stated above.** *Checking this box will render your proposal nonresponsive and disqualify your firm from further consideration.*

Proposer declares under penalty of perjury that the information provided herein is true and accurate. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements are made with regard to this proposal, the proposal may be disqualified at the County's sole discretion.

Signature	Title
Firm Name	Date

COMPLIANCE WITH THE INTEGRATED PEST MANAGEMENT PROGRAM

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

PROPOSER CERTIFICATION

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

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

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

Print Name:	Title:
Signature:	Date:



COUNTY OF LOS ANGELES

Policy on Doing Business With Small Business

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about 4 percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE...

The importance of small business to the County:

- In fueling local economic growth.
- Providing new jobs.
- Creating new local tax revenues.
- Offering new entrepreneurial opportunity to those historically under-represented in business.

The County can play a positive role in helping small business grow:

- As a multi-billion dollar purchaser of goods and services.
- As a broker of intergovernmental cooperation among numerous local jurisdictions.
- By greater outreach in providing information and training.
- By simplifying the bid/proposal process.
- By maintaining selection criteria which are fair to all.
- By streamlining the payment process.

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully coordinated among our departments and districts, as well as other participating governments to: (a) inform and assist the local business community in competing to provide goods and services; and, (b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate, and select prospective vendors, address subcontracting, and conduct business with our vendors, in order to: (a) expand opportunity for small business to compete for our business; and, (b) to further opportunities for all businesses to compete regardless of size.
4. Ensure that staff who manage and carry out the business of purchasing goods and services are well-trained, capable, and highly motivated to carry out the letter and spirit of this policy.

Listing of Contractors Debarred in Los Angeles County

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

<http://doingbusiness.lacounty.gov/DebarmentList.htm>

County of Los Angeles *Lobbyist Ordinance*



IT'S THE LAW

It may affect you!

Chapter 2.160 of the Los Angeles County Code requires Lobbyists, Lobbying Firms and Lobbyist Employers to register with the Executive Office of the Board of Supervisors. This ordinance imposes extensive reporting requirements on individuals, businesses and other organizations. It places restrictions on the activities of anyone seeking to influence an official action of the County of Los Angeles including actions of the Board of Supervisors or the granting or denial of County contracts, licenses, permits, grants and franchises.

YOU MAY BE CONSIDERED A COUNTY LOBBYIST

If you are compensated to communicate directly (or through agents) with any County official for the purpose of influencing official action, then you may be required to register with the Executive Office of the Board of Supervisors. The requirement to register is the same whether you are an employee of, or on contract with, a firm or organization with business before the County. Additionally, an individual or business entity may be considered a County Lobbying Firm if it receives compensation to influence the County on behalf of any **other** persons or businesses. An individual, business entity or organization that employs or contracts with another individual or firm to represent or make contacts with a County agency on their behalf to influence County action may be considered a County Lobbyist Employer who must also register. If in doubt, it is best to register.

Furthermore, each person or entity who is not otherwise required to register as a County Lobbyist, Lobbying Firm or Lobbyist Employer, but who directly or indirectly expends \$5,000 or more during a calendar quarter to influence official action need not register BUT must report the expenditure to the Executive Office of the Board of Supervisors on a form available from the Executive Office.

REGISTERING IS IMPORTANT

Failure to comply with the ordinance may subject offending Lobbyists, Lobbying Firms, and Lobbyist Employers to **serious penalties including fines up to \$2,000 and denial of contracts, licenses, permits, grants or franchises. Moreover, some violators may be refused permission to address the Board of Supervisors or any County commission.**

HERE'S HOW TO COMPLY WITH THE LAW

Within 10 days of qualifying as a County Lobbyist, Lobbying Firm, or Lobbyist Employer as described in the ordinance, you must register with the Executive Office of the Board of Supervisors.

Registering with the County is easy. To receive a copy of the ordinance and registration forms, or to receive additional information or answers to specific questions, please contact the Executive Office of the Board of Supervisors at the following address or you may call one of the following telephone numbers:

Executive Office of the Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall Of Administration
500 West Temple Street
Los Angeles, California 90012

(213) 974-1093 (213) 974-1578

A copy of the ordinance is available for your review at this County facility or on the Internet.

<http://bos.co.la.ca.us/>

Thank you for your cooperation and attention.

Part II

Sample Agreement



BY AND BETWEEN

LOS ANGELES COUNTY
PUBLIC WORKS

AND

[NAME OF CONTRACTOR]

FOR

ON-CALL TREE TRIMMING AND
MAINTENANCE SERVICES PROGRAM (BRC0000208)

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 ON-CALL TREE TRIMMING AND
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SAMPLE AGREEMENT FOR
ON-CALL TREE TRIMMING AND MAINTENANCE
SERVICES PROGRAM (BRC0000208)

THIS AGREEMENT, made and entered into this ____ day of _____, 2021, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and [Name of CONTRACTOR], a [State of Incorporation] [Form of Entity], located at [Full Address of the Contractor] (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on _____, 2021, hereby agrees to provide services as described in this Contract for On-Call Tree Trimming and Maintenance Services Program.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit A.1, Schedule of Prices; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, Tree Trimming Specifications; Exhibit H, Tree Trimming Non-Emergency Hourly Work Specifications; Exhibit I, Tree Planting Specifications; Exhibit J, Tree Evaluation and Removal Specifications; Exhibit K, Urgent Tree Removal Specifications; Exhibit L, Root Pruning Specifications; Exhibit M, Stump and Root Removal Specifications; Exhibit N, 24-Hour Emergency Work Specifications; Exhibit O, Geographic Information Systems (GIS) Specifications; Exhibit P, Flood Control District Property Specifications; Exhibit Q, Tree Trimming Specification Figures; and Exhibit R, Maintenance District Area Maps; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2. In no event will the COUNTY pay any and all Contractors providing service under this Program an aggregate annual amount in excess of \$15,000,000 or such greater amount as the Board may approve (Maximum Program Sum).

FOURTH: When Public Works identifies work to be performed in a particular Maintenance District Area, assignment of work will be in accordance with Scope of Work, paragraph J, Assignment of Work. Public Works will first offer the work to the highest-rated Contractor for service within the given Maintenance District Area. If the highest-rated Contractor for the particular Maintenance District Area is unable to perform all or a portion of the work requested within Public Works' timeframe, Public Works may choose to offer

that work to the next highest-rated Contractor, and so forth until a Contractor or Contractors are found available and capable to perform all or a portion of the requested work. The County reserves the right to utilize all available Contractors, as determined by the Contract Manager. Notwithstanding the foregoing; the parties understand and agree that this Contract is nonexclusive, the COUNTY may enter into other Contracts for the performance of the same or similar services, and the CONTRACTOR is not entitled to or guaranteed the assignment of any work hereunder.

FIFTH: This Contract's initial term shall be for a period of one year commencing upon Board's approval and execution between both parties, whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to four additional one-year renewal options and one month-to-month extension, not to exceed six months, for a total potential Contract term of four years and six months. Each option term shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

SIXTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2, Schedule of Prices.

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

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

EIGHTH: In no event shall the aggregate total amount of compensation paid to any and all contractors under this Program exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

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

TENTH: If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may, at the sole discretion of the County, be increased at the time of contract renewal, if exercised by the County, based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the renewal date, which shall be the effective date for any cost-of-living adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Upon approval of COLA, a notification will be sent to the Contractor.

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

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

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

The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. Contractor and County (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN) and California Uniform Electronic Transactions Act (UETA)(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, e-mail or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By _____
Deputy

[NAME OF CONTRACTOR]

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

SCOPE OF WORK

ON-CALL TREE TRIMMING AND MAINTENANCE SERVICES PROGRAM (BRC0000208)

A. Public Works Contract Manager

The Public Works Contract Manager (CM) will be Mr. Dominic Osmena of Road Maintenance Division who may be contacted at (626) 300-2615, Monday through Friday, 7 a.m. to 3:00 p.m. The CM is the only person authorized by Public Works to request work of the Contractor. The CM may designate a Public Works Representative (PWR) from the Road Maintenance and/or Stormwater Maintenance areas to request work of the Contractor. The Contractor shall be notified in writing when there is a change in CM and/or designee.

B. Work Location

Work locations will be within the County of Los Angeles. The County shall be divided into five separate contract areas (See Exhibit R, Maintenance District Area Maps) as follows:

- Maintenance District 1
- Maintenance District 2
- Maintenance District 3
- Maintenance District 4
- Maintenance District 5

Each Maintenance District Area will receive separately contracted services as a part of the Program described herein.

C. Maps

All service area locations to be serviced are identified by Maintenance District as referenced in Exhibit R, Maintenance District Area Maps 1 through 5, and Los Angeles County Flood Control District Map. Work within the Los Angeles County Flood Control District as outlined in Exhibit P will be performed under the nearest Maintenance District contract area. .

D. Request of Work from Contractor

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

E. Contract Cost

All costs and charges for services required in this Exhibit A, Scope of Work, shall be included in the prices quoted by the Contractor in their respective Form PW-2, Schedule of Prices, inclusive of all labor, administrative costs, supervision, transportation, taxes, parts, materials, equipment and supplies, unless stated otherwise in the Contract.

F. Work Description

The Contractor shall perform tree maintenance for Public Works including routine cyclical trimming, removals and planting and assisting Public Works on an emergency and as-needed basis in maintaining tree trimming and related work along roadsides, medians, flood control facilities, and other properties belonging to or being operated by the County and/or the District.

More complete descriptions of required work under this Contract are found in the following exhibits:

1. Tree Trimming Specifications (Exhibit G)
2. Tree Trimming Non-Emergency Hourly Work Specifications (Exhibit H)
3. Tree Planting Specifications (Exhibit I)
4. Tree Evaluation and Removal Specifications (Exhibit J)
5. Urgent Tree Removal Specifications (Exhibit K)
6. Root Pruning Specifications (Exhibit L)
7. Stump and Root Removal Specifications (Exhibit M)
8. Twenty-four Hour Emergency Work Specifications (Exhibit N)
9. Geographic Information Systems Specifications (Exhibit O)
10. Flood Control District Property Specifications (Exhibit P)
11. Tree Trimming Specification Figures (Exhibit Q)
12. Maintenance District Area Maps (Exhibit R)

G. Hours and Days of Service

Hours of service shall be primarily within the 7 a.m. to 3:30 p.m., Monday through Friday, each week, except County observed holidays, at which time the service shall be done before or after such holiday. Work hours may be altered, when necessary, with the approval of the CM or PWR. Emergencies are exempt from any time restrictions.

Also exempt from work are "Red Flag Alert" days. As determined by the United States Department of Agriculture (USDA) Forest Service Fire Station, a "Red Flag Alert" day is a day in which high winds and/or low humidity conditions are expected in the project areas. "Red Flag Alert" days will not be charged against the Contract work completion time.

All work within the Santa Monica Mountains (within Maintenance District 3) shall only be performed between the restricted work hours of 9:00 am and 3:00 pm.

Holidays Observed by the County of Los Angeles are:

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

H. Utilities

The County will not provide utilities.

I. Storage Facilities

The County will not provide storage facilities for the Contractor.

J. Assignment of Work

1. For any work Public Works identifies to be performed per the Schedule of Prices, Form PW-2 for a specific Maintenance District Area. Public Works will first offer the work to the highest-rated Contractor for services within the specific Maintenance District Area.
2. If the highest-rated Contractor for a specific Maintenance District Area is unable to perform all or a portion of the required work within Public Works' time frame, Public Works may choose to offer that work, which the highest-rated Contractor was unable to perform, to the next highest-rated Contractor and so forth until a Contractor or Contractors are found to be available and capable to accomplish all the work.
3. For tree evaluations that require an International Society of Arboriculture (ISA) Tree Risk Assessment Qualified (TRAQ) or County approved equivalent, Public Works will first offer the work to the highest-rated Contractor who has the qualified staff for this service. If the highest-rated Contractor is unable to perform all or a portion of the required work within Public Works' time frame, Public Works may choose to offer that work, which the highest-rated Contractor was unable to perform, to the next highest-rated Contractor with the qualified staff and so forth until a

Tree Trimming and Maintenance

Contractor or Contractors are found to be available and capable to accomplish all the work.

4. Public Works conducts routine broadleaf tree maintenance between September 1st and March 31st annually. Each Maintenance District maintains a portion of their tree inventory annually as approximated below:

Maintenance District 1: 8,000 to 15,000 Trees

Maintenance District 2: 8,000 to 13,000 Trees

Maintenance District 3: 8,000 to 13,000 Trees

Maintenance District 4: 8,000 to 12,000 Trees

Maintenance District 5: 2,000 to 5,000 Trees

5. In the event that a contractor is unable to perform all or a portion of the work, the County reserves the right to request from that Contractor, within five working days of the County's request for work, the Contractor's written explanation as to why work was declined.
 - a. The County shall then review the issues for soundness and accept or reject the response as sufficient evidence that the contractor could not accept the work in a timely manner as required by Public Works.
 - b. This report may be used as a basis to evaluate contractor's annual performance and may be an evaluation factor in the award of future contracts.
6. The County may request special tasks greater than the normal, scheduled work (e.g., trimming for a specific, aesthetic view problem). It is intended that these specifications suggest the type of work to be anticipated by the Contractor and that the Contractor will allow for reasonable additional work at no additional cost to the County. Such work shall be considered normal maintenance to meet the objectives and criteria of the County. Extensive additional work may be appropriately compensated only upon specific written request by the Contractor and approval of the request by the County before the performance of the work.
7. For each project, the CM or PWR will provide a Service Request Form package (SRF) with the following information at a minimum:
 - a. Project name
 - b. Service number
 - c. Category number
 - d. Item number
 - e. Unit price (as bid by the Contractor and executed in agreement)
 - f. Quantity of trees in each Service/Category

- g. Total price for each Service/Category incorporating cost of living adjustments as necessary
 - h. Expected start date and number of working days to complete the project
 - i. Map of tree maintenance locations
8. For all projects not utilizing services identified under categories 5, 6, 9 or 10 in the Form PW-2, Schedule of Prices (as defined under Urgent Tree Work or Emergency Tree Work in Section K), the Contractor has 14 working days to review the SRF and propose any work revisions for approval by the CM or PWR.
9. Commencement of Work – the CM or PWR will review the Contractors revisions and requests for modifications to the schedule, if any, and provide a final project SRF. The CM or PWR will issue a Notice to Proceed (NTP) stating the project name, final cost, starting date, number of working days and the finish date. Contractor may request modifications to the schedule within 5 working days of notification of tree work.
10. GIS – the County will provide the Contractor with an ArcGIS Online Webmap and the Contractor shall update as outlined in Exhibit O.
11. Modifications to Work – any additions, subtractions, and/or modifications during the Contractor's completion of the work as outlined in the final project SRF may be documented in a separate modification SRF and NTP issued by the CM or PWR.

K. Work Completion Time Limits

All tree work (i.e., tree trimming, tree planting, tree removal, root removal, stump removal, and root pruning) shall be completed within the schedule as specified in the SRF or NTP by the Public Works CM or PWR for the Road Maintenance District and/or Stormwater Maintenance Area requesting the work. Note routine broadleaf tree maintenance work is conducted between September 1st and March 30th. The Contractor may request modifications to the schedule within 5 working days of notification of tree work. The final schedule for tree work will be determined by the CM or PWR for the Road Maintenance District and/or Stormwater Maintenance Area requesting the work.

All work designated by Public Works as "Urgent Tree Work" in the SRF shall be completed within 2 to 14 calendar days from the time the Contractor is notified by the Public Works CM or PWR for the Road Maintenance District, and/or Stormwater Maintenance Area requesting the work.

All work designated by Public Works as "Emergency Tree Work" in the SRF shall be completed within 24 hours from the time the Contractor is notified by the

Public Works' CM or PWR for the Road Maintenance District and/or Stormwater Maintenance Area requesting the work.

For all work designated by Public Works as "Emergency Tree Work," Contractor's response time shall be one hour or less from when the Contractor was notified by the Public Works CM or PWR for the Road Maintenance District and/or Stormwater Maintenance Area requesting the work with crews on site within 2 hours.

L. Project Inspections

All work shall meet the approval of the County or be rectified by the Contractor to a condition that meets acceptance at no additional cost to the County.

1. Unless otherwise waived by the County, the Contractor shall notify the County at least 48 hours in advance to arrange an initial inspection and review prior to commencing work pursuant to an NTP, excluding Emergency Tree Work.
2. At the initial inspection and review, the Contractor shall satisfactorily trim five trees per these Specifications, in each pruning style (Crown Reduction, Crown Raise, Crown Thin, Clean and Shape and Trim and Skin Palm (see Exhibit G) contracted for, to demonstrate that there is clear understanding of these Specifications.
3. Failure of the Contractor to notify the County for inspections and obtaining approvals before proceeding with any of the above mentioned items shall make the Contractor liable, at its own expense, to make any changes and/or corrections to the work as directed by the County.

M. Work-site Best Management Practices (BMPs)

The Contractor shall effectuate a year-round program for implementing, inspecting, and maintaining Best Management Practices (BMPs) for wind erosion control, tracking control, erosion and sediment control, non-storm water control, and waste management and materials pollution control. Water pollution control work shall conform to the requirements of the Los Angeles County Public Works Construction Site BMPs Manual in effect as of the date of advertisement of the Contract. This Publication is available from:

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

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

N. Removal of Debris

Areas are to be left in a condition equal to or better than that which existed before the Contractor's tree operations commenced.

All lawn areas, parkways, streets, and sidewalks shall be raked and/or blown clean, and all cut and broken brush, branches, or other debris shall be removed from the site.

All debris derived from these services shall be removed from Public Works property and become the property of the Contractor. The Contractor shall dispose of all debris from these services in a legally established area appropriate for the type of debris being disposed and in compliance with all applicable Federal, State and local legal requirements. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System.

If the homeowner requests to keep any part of a tree (e.g., for firewood), and if the Contractor agrees, all wood pieces shall be moved to the homeowner's property. No parts of the tree shall remain on County property unless otherwise specified by agreed to by the CM.

O. AB 939 County Diversion Requirements

In accordance with Public Works' efforts to comply with the California Integrated Waste Management Act of 1989 (AB 939), the Contractor shall recycle all tree trimming waste and other green waste, with the exclusion of palm tree waste. In no event shall green waste be disposed of in a landfill and/or transformation (e.g. incineration) facility unless otherwise approved by the CM or PWR in writing. No separate payment will be made for compliance with green waste recycling and reporting requirements.

1. All wood waste generated by the Contractor as a result of this Contract shall be reduced, reused, and/or recycled with proof as outlined in Section N shown before payment is made.
 - a. Reducing shall include, but not be limited to, chipping, grinding, and/or shredding operations. Disposal at a landfill for use in tub grinding and use as an Alternate Daily Cover program is acceptable.
 - b. Reusing shall include, but not be limited to, using chipped, ground, or shredded tree material as mulch.
 - c. Recycling shall include, but not be limited to, chipped, ground, or shredded tree material used to produce compost using either as low- or high-technology methodology. Recycling alternatives such as utilization

of these materials as feedstock for composting, co-composting, mulching or soil amendment are acceptable.

- d. Approval of any other processing method not listed above may require the approval of the Assistant Deputy Director of Environmental Programs and/or the Director of Public Works, and must qualify for diversion credit as specified in AB 939, or subsequent legislation.
2. The Contractor shall furnish the CM or PWR with documentation adequate to determine the tonnage/volume of green waste recycled. The documentation shall be either:
 - a. Delivery receipts showing the quantity of green waste delivered for recycling;
 - b. Certified weigh-master tickets showing the weight of green waste delivered for recycling; or
 - c. The Daily Green Waste Recycling Form must be completed by the Contractor. (Form is provided by the County)
 3. The Contractor is responsible for providing documentation acceptable to the CM or PWR issued from the recycling center/delivery site verifying the following: (1) Authorization from the recycling center/delivery site to deliver the green waste; and (2) Affirmation from the recycling center/delivery site, indicating that the green waste delivered to the site will be recycled or reused in accordance with these specifications.

P. Pest Control

The Contractor's ISA certified arborist shall train all ISA certified tree workers in identification and management of the Goldspotted Oak Borer and Polyphagous Shot-Hole Borer. The Contractor shall provide a record of this training conducted within one month of the contract execution to the CM or PWR and prior to the starting any work under this Contract. If the Contractor identifies signs of invasive pests in parkway trees, they must contact the CM or PWR immediately and follow established practices to contain infestation and pests as described at the following websites:

1. <https://ucanr.edu/sites/qsobinfo/>
2. <http://ipm.ucanr.edu/PMG/PESTNOTES/pn74163.html>
3. <https://ucanr.edu/sites/pshb/>

The Contractor shall work with the CM or PWR to determine an acceptable site for treatment.

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

Q. Public Safety and Cooperation

1. All tree work shall be conducted in a way that causes the least possible interferences with or annoyance to others while always ensuring the safety of Contractor's workers, pedestrians, vehicular traffic, businesses, and residences.
2. Contractor shall perform a prework survey to identify potential safety issues and, if any are found, address them before work starts; if any hazards are found, the Contractor will report to the County's CM; and if the hazards are potentially harmful or pose imminent risk to the public, contact 911.
3. The Contractor shall make minor corrections, including, but not limited to, removing hazardous tree limbs, filling holes in County owned turf areas, and removing limbs from private trees blocking a stop sign or other County street sign, or hanging into a pedestrian path, or paved roadway. Any minor, easily corrected hazards shall be corrected immediately at no additional cost to the County. Hazard correction that involves extra work shall be noted and all data given to the County. All such hazards or incidents shall be promptly reported to the County and if not immediately addressed, shall be taped off or clearly marked indicating the hazard so as to avoid potentially harmful public interaction. Specific items of inspection include:
 - a. Possible trip hazards in parkways (e.g., a large hole that should be filled with topsoil)
 - b. Potholes in the street shall be referred to Public Works Road Maintenance Division
 - c. Plugged culvert/storm drains shall be referred to Public Works Road Maintenance Division
 - d. Any street cleaning problems shall be reported to Public Works Road Maintenance Division
 - e. Potentially hazardous trees shall be reported to Public Works Road Maintenance Division
4. Work areas shall be kept safe at all times until all operations are completed. Under no circumstances shall any materials or accumulation of debris be present in a manner which may be potentially hazardous to the public.

5. Pedestrian and vehicular traffic shall be allowed to pass through the work areas only under conditions of safety and with as little inconvenience and delay as possible.
 - a. Removal of large tree parts shall be done in a controlled manner with use of proper roping techniques to minimize the likelihood of damage to public or private property.
 - b. Any damage shall be immediately reported to the appropriate District Engineer, County Tree Supervisor, or the CM and promptly repaired as specified elsewhere in these Specifications.
6. Unless the work area is totally barricaded or otherwise kept safe, at least one Contractor worker shall serve to coordinate safe operations on the ground at all times when work operations are in progress.
7. All fire hydrants, meter vaults, water and gas shut-off valves, and similar facilities shall be protected and always remain accessible during work. The Contractor shall exercise all due care in protecting all existing facilities, structures, and utilities both above surface and underground on the County property from damage. Any damage to County property caused by the Contractor shall be corrected by the Contractor at no cost to the County.

The County reserves the right to issue a Stop Work Notice and/or to suspend this Contract pursuant to Section 2 of Exhibit B, if any damage is not promptly repaired by the Contractor within 24 hours of the incident.

When the County requests or directs the Contractor to perform work in a given area, it shall be the Contractor's responsibility to verify and locate any and all underground systems (e.g., utility lines) and take responsibility for all reasonable precautions when working in these areas. The Contractor shall call Underground Service Alert (800) 422-4133 at least two working days before digging for line locations. The Contractor shall be responsible for damages as a result of its operations. Any damage or problems shall be reported immediately to the County.

If the Contractor discovers something unexpected or a unique problem occurs, the Contractor shall stop work and immediately contact the County for timely resolution of the problem.

8. Noise levels resulting from tree work operations shall be kept to a minimum at all times. Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances that apply to any work performed pursuant to this Contract. Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the equipment manufacturer. No internal combustion engine shall be operated at the jobsite without said muffler. Sounds such as loud music, which are not related to the work, shall be kept at levels to not

disturb the public. No additional compensation will be considered for conforming to the requirements of this Section.

9. All tree work done to County trees shall comply with all tree related safety and maintenance requirements as stated in the latest version of ANSI Z133 and ANSI A300 of the American National Standards Institute. Additional requirements contained in 29 CFR 1910 (General Industry), 219 CFR 1910.268 (Telecommunications), and 29 CFR 1910.269 (Electrical Safety-Related Work Practices) shall be followed, as applicable. Should any local, County, State, Federal, or industry requirements change, Contractor shall comply with the new and/or revised regulation(s).
10. All tree work or maintenance performed around electrical power lines shall be performed by crews familiar with all power line regulations under General Order 95 (GO 95). Additionally, the area to be trimmed shall be surveyed before commencing work and work will only commence once it has been determined that the power lines are in conformance with GO 95 and the required work can be safely completed.

If the work crew determines that such work cannot proceed safely or such power lines do not meet GO 95 requirements, Contractor shall immediately notify County of such condition, in detail, and shall not commence work at such location until so directed by the County.
11. Contractor shall submit a project safety plan and provide training to employees on the above provisions.

R. Special Safety Requirements

The Contractor shall perform all work outlined in these Specifications in a way that meets all accepted standards for safe practices during the tree work and to safely maintain equipment and materials related to the work.

1. All Contractor's subcontractors and staff shall observe all applicable local, County, State, Federal, and other legal requirements including, but not limited to, State of California Occupational Safety, Health Administration (Cal/OSHA), California Public Utilities Commission Safety Orders and Public Works' safety requirements as defined herein. Contractor shall conduct all Contract work utilizing all reasonable measures to protect all persons, including Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable injury, and/or property damage.
2. Hard hats will be worn at all times. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.
3. Emergency Response: When an emergency involves injury to a member of the public, call 911; stay with the injured person until help arrives, if doing so does not pose a risk to the County crews or Contractor, and direct

emergency services to the injured person, if practical; and secure the site to restrict the public from going through the area. When needed, use appropriate signage and delineations.

- a. The Contractor shall file a County of Los Angeles Non-Employee Injury Report form to document the incident and injuries to the public and transmit the forms to their PWR within two business days or first day of the next business week. The PWR will provide the report form.
- b. The Contractor and the Contractor's employees shall fully cooperate with the County in the investigation of any accidental injury or death occurring on a County worksite related to the Contractor's work. This includes providing a complete report to the County's PWR within 24 hours following such occurrence.

4. Traffic Control

- a. It shall be the Contractor's responsibility to provide temporary traffic control (TTC) plans (including, but not limited to, detour plans) while working along roadways, along bike paths, or in the traveled way while moving equipment to and from the jobsite(s) as necessary. The Contractor will provide all necessary items (e.g. signs, delineators, barricades, flashing arrow signs, flag persons, etc.) to accomplish this task. All street closures, detours, lane closures, signs, lights and other TTC devices shall conform to the most recent version of the California Manual on Uniform Traffic Control Devices (Cal. MUTCD) and the State of California Standard Plans, unless otherwise directed by the CM or PWR.
- b. The Contractor shall cooperate with local authorities relative to handling traffic through the areas and shall make arrangements relative to keeping the working area safe and clear of vehicles.
- c. When entering, or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall always yield to public traffic.
- d. The Contractor shall make every effort to keep commercial driveways open during working hours. Should this not be possible, the Contractor shall coordinate with the property owners affected to ensure that designated times of ingress and egress are available.
- e. After working hours, all driveways shall be accessible with smooth and safe crossings through any construction area (State of California Traffic Manual).

5. Fire Prevention

Due to the vulnerable nature of the Angeles National Forest and the Santa Monica Mountains to fire, the Contractor shall comply with the following requirements:

- a. Smoking or open flames is not permitted at any work site(s) of the project.
 - b. The Contractor shall visit the National Weather Service Forecast Office (NOAA) website each evening to consult the latest Fire Weather Zones map for the appropriate region(s), accessible at: <http://www.wrh.noaa.gov/firewx/?wfo=lox>, [For example: CA246, CA 254, CA547], to determine if the following day will be a "Red Flag Alert" day.
 - c. The Contractor shall not work on a "Red Flag Alert" day. A "Red Flag Alert" may be issued when high winds and/or low humidity conditions are expected in the project areas as determined by the USDA Forest Service Fire Station. "Red Flag Alert" days will not be charged against the Contract work completion time.
 - d. For work in the Angeles National Forest, the Contractor shall check the Project Activity Levels (PAL) daily to monitor and adhere to the work restrictions for the following work day at: <https://www.fs.usda.gov/detailfull/angeles/home/?cid=fseprd605858&width=full> or call (661) 723-2752. PAL codes C, D, E, and Ev indicate restrictions for cutting trees and should be reported to the CM or PWR for the project.
 - e. The Contractor shall submit an "Evacuation Plan" for each work area. The Contractor shall be aware of the nearest turnout and be able to move equipment to the turnout in the event of an emergency. Before any evacuation, the Contractor shall ensure that the work project site is restored to a 'passable' condition.
6. Use of Herbicides: Pursuant to policies adopted by the Los Angeles County Board of Supervisors, the use of herbicides shall be banned within the limits of work, including any temporary site secured by the Contractor for its use during the contract.

S. Integrated Pest Management Program Compliance

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

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

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

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

All users of commercial pesticides are required by State law to provide a monthly pesticide report to the Los Angeles County Department of Agricultural Commissioner/Weights and Measures. In addition to the mandatory monthly reporting requirement, Contractor shall provide a copy to the Agricultural Commissioner/Weights and Measures an annual summary of the pesticides used outdoors on County-owned or maintained property by Fiscal Year (July 1 to June 31). For each pesticide, the summary shall include all of the following:

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

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

T. Responsibilities of the Contractor

All persons performing tree work on County trees shall be trained according to tree care standards accepted by the International Society of Arboriculture (ISA).

The County may require the Contractor to remove from the worksite any employee(s) deemed careless, incompetent, or otherwise objectionable whose continued employment on the job is considered contrary to the best interest of the County. However, failure by the County to exercise this right of removal shall impose no liability on the County. The Contractor shall furnish the following:

1. Contractor
 - a. Contractor must have a minimum of 5 years of experience in

performing tree trimming and related work. Subcontracting to meet this requirement is not permitted.

- b. Contractor must hold a valid and active State of California Contractor's Class C-27, Landscaping License or C-61 (D-49), Limited Specialty Class, Tree Trimming license at all times. Subcontracting to meet this requirement is not permitted. The Contractor shall furnish all permits and licenses required to perform tree work.
- c. Contractor shall be responsible for the supervision of all its crews. Contractor shall check its crews regularly for proper quantity and quality of work, proper maintenance of tools, equipment and safety.

2. Supervisors

- a. Supervisors for this contract shall be full-time, permanent employees, and must be accredited certified arborists by ISA.
- b. Contractor and his/her supervisor shall be able to determine the response of each tree species to trimming and properly trim the tree species listed on the work orders.
- c. Supervisors shall be fluent in English.
- d. Supervisors shall be on-site and reachable by the CM or PWR via mobile phone or pager between the hours of 7 a.m. and 4 p.m., Monday through Friday, except County holidays.
- e. Supervisors shall know the locations of all of their crews working on County jobsites and be able to communicate with by cellular phone, radio, or other means acceptable to the County.

3. Maintenance Crews

Contractor and its Subcontractor, if any, shall provide sufficient and experienced personnel who are physically able to perform assigned work. All personnel trimming trees shall be ISA certified tree workers, including at least two ISA certified arborists. An ISA certified arborist shall be at the work site(s) directing the work to be performed by the Contractor and/or its Subcontractor. The Contractor and Subcontractor shall employ or retain certified ISA tree workers with either aerial lift or climber specialist designation, for each employee who will be available at all times to perform all tree trimming work under this contract.

4. Bookkeeping

The Contractor shall provide all timekeeping, bookkeeping, other necessary clerical, and office work required in the performance of this Contract.

5. Uniforms

- a. All Contractor's personnel shall wear suitable company uniforms bearing their company name while performing work under this Contract. A uniform shall consist of a shirt and/or jacket with the company's name neatly attached. Safety vests are not considered part of the uniform but shall be required to meet these specifications.
- b. All Contractors' employees shall possess a company identification card, complete with company name/logo, address, and phone number. Employee's information on this card shall include employee name, job title, and photograph.

6. Local Office

The Contractor shall maintain a local office with a competent representative who can be reached during normal working hours or emergencies and shall be authorized to discuss matters concerning this Contract with the County.

7. Substitutions

Whenever a specific type of material is specified, no substitutions shall be allowed without the written consent of the County.

8. Certification of Materials

All materials shall be delivered to the site in original unopened containers. Materials shall be subject to inspection by the County. Materials not meeting the County's standards will not be approved by the County, and Contractor shall return any such unsatisfactory items at the Contractor's expense.

However, failure of the County to inspect, or failure of an inspection to detect a problem shall impose no liability on the County. Likewise, approval based on such shall impose no liability on the County.

9. Damage to Public or Private Property

- a. The Contractor shall give at least 14 days notice to occupants or owners of adjacent property to permit them to salvage or relocate plants, trees, fences, sprinklers, and other improvements, within the right-of-way, which may be damaged during the work.
- b. Should any structure or property be damaged during contracted tree operations, the persons conducting the work shall immediately notify the property owners and Public Works CM.
- c. Repairs to property damaged by Contractor personnel operations shall be made by the Contractor within 48 hours, except utility lines which shall be reported by the Contractor to the proper utility provider and

repaired as soon as possible. Utility line repairs/replacements shall be coordinated with the responsible utility provider or owner of the line.

- d. Any damage caused by the Contractor shall be repaired or restored by them at their expense to a condition similar or equal to that existing before such damage or injury, or they shall repair such damage in a manner acceptable to the County. Special attention is drawn to sprinkler systems in the County parkways and the need to avoid damage or repair damage as soon as possible.
- e. The County, its officers, agents, and employees will not be responsible for loss to Contractor by fire, flood, acts of God and/or accidental or unlawful third-party act.

10. Work Performed on Private Property

Contractor shall not perform work upon private property without the authorization of the County and written consent of the property owner.

11. Inquiries and Complaints

The Contractor shall maintain a telephone, listed in the telephone directory in the Contractor's own name or in the firm's name by which it is most commonly known. At all times, the Contractor shall have some responsible person(s), employed by the Contractor, available to take the necessary action regarding all inquiries and/or complaints that may be received from the County and/or private citizens during working hours.

Whenever immediate action is required to prevent impending injury, death, or property damage to the public and private facilities being maintained, the County may, after a reasonable attempt to notify the Contractor, cause such action to be taken by the County work force. However, the failure to take such action shall impose no liability upon County.

All costs of any such action may be charged against the Contractor, or the County may deduct such cost from any amount due to Contractor from the County. All complaints shall be abated as soon as possible after notification to the satisfaction of the County. If any complaint is not abated within a reasonable time, the County shall be notified immediately of the reason for not abating the complaint followed by a written report to the County within 5 days.

If the complaint(s) is not abated within the time specified and to the satisfaction of the County, the County may correct the specific complaint and the total cost incurred by the County may be deducted and forfeited from the payments owed to the Contractor from the County. Such cost shall include all County staff time required to resolve the problem and appropriate overhead charges.

12. Equipment

The Contractor shall take all necessary precautions for safe operation of its equipment, agents, and employees and for the protection of the public from injury, death, or other damage from such equipment.

All equipment offered shall be in compliance with Federal, California State Industrial Safety Codes, and Cal/OSHA requirements. Aerial equipment shall be in compliance with California Division of Industrial Safety orders, Cal/OSHA, and Federal ANSI/SAIA 92.2-2015 standards for vehicles mounted with elevating and rotating aerial devices and shall include dielectric certification for 100 K.V. test. These tests are the responsibility of the Contractor to have done on an annual basis.

The Contractor shall, at the time of execution of this Contract, provide a California State Certification of Condition for all aerial lift equipment. The Contractor shall send to the County, at least yearly, a Certification of Conditions for aerial trucks used in the County. Lawn areas, parkways, medians, or other property shall not be driven upon by truck or other equipment if conditions would result in permanent impression by vehicle wheels. Additionally, if a turf area must be driven on, the equipment operator shall mark all sprinkler heads in the route before driving on the turf. Any sprinkler heads broken shall be immediately replaced before any tree work in the immediate area is started.

All field supervisors shall have a communications system on their person or in their vehicles that will enable the County to contact them regarding both routine and emergency issues. This system shall be able to transmit and receive communications. Examples of appropriate communications systems would include either cellular phones or mobile radios in locations where they would function properly. In addition, all supervisors and all crews (one per crew) shall be equipped with cellular phones. The Contractor's office or yard shall be capable of receiving dispatch orders, complaints, etc. via email.

All Contractor vehicles used for this service shall be clean and in good working order.

If the Contractor uses any third party to provide equipment to the County, it is understood that it shall be the sole responsibility of the Contractor to satisfy all claims or disputes with the third party. All billings and insurance documents required must be from or in the name of the listed Contractor (unless approved by the County) and not from the third party.

13. Standard Specifications for Public Works Construction

The current edition of the Standard Specifications for Public Works Construction (Green Book) its updates (Gray Book), supplements, and local addendums shall be included as part of these Specifications, unless otherwise directed in these Specifications. The work performed shall be done according to the Standard Specifications for Public Works Construction, latest edition, hereinafter referred to as Standard Specifications. In case of conflict between the Standard Specifications and these Specifications, these Specifications shall take precedence over and be used instead of the Standard Specifications. Where the plans or specifications describe portions of work in general terms but not complete detail, it is understood that handiwork of the finest quality shall be used.

The intent of these Specifications is known by the County. Any questions relating to the interpretation of these Specifications by the Contractor shall be addressed, in writing, before the start of work. The Contractor agrees that interpretations of this Contract after the start of work is at the County's sole discretion, and the Contractor shall abide by all such interpretations.

14. Reports and Schedules

The Contractor, as part of this Contract, shall submit reports and schedules as requested. The Contractor shall submit an updated schedule every 15 working days upon request. Such reports will likely include, but shall not be limited to, the following:

- a. Tree inventory information including GPS coordinates, tree species, diameter at breast height, canopy spread, tree health condition, and other associated information per the specification described in Exhibit O.
- b. Suggestions for improving problem areas, customer service, or arboricultural techniques.
- c. Reports of work planned, completed, or in progress, including "before" and "after" pictures.
- d. Cost information to perform extra work.
- e. Tree risk evaluation reports.

U. Subcontracting

The amount of work to be performed by Subcontractor(s) shall be limited to no more than 50 percent of the cost of each SRF project requested by Public Works unless otherwise specified by the CM or PWR. Services as described in Exhibit O can be fully performed by a Subcontractor up to 100 percent.

V. Responsibilities of Public Works

Public Works will determine the need for and provide its own jobsite inspection. It shall be the Contractor's responsibility to inspect the worksite and to identify any condition(s) that renders any portion of the maintenance area unsafe as well as any unsafe practices occurring thereon. The CM or PWR shall be notified immediately of any unsafe condition that requires major correction.

W. Deficient Performances

The Contractor will be notified by the CM orally or in writing each time performance is unsatisfactory and corrective action is necessary. The Contractor shall complete corrective action within the following time frames following oral notification:

1. Traffic control and worksite safety conditions shall be corrected immediately upon notification from the County.
2. Public health and safety issues (Risk Management) shall be corrected immediately upon notification from the County.
3. Tree related issues shall be corrected within 30 calendar days of notification from the County.

X. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements the County may, in lieu of other remedies provided by law or this Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision for the assessment of liquidated damages nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.
2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of this Contract:
 - a. All the time limits and acts required to be done by both parties are of the essence of the Contract;
 - b. The parties are both experienced in the performance of the Contract work;
 - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to this Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the contract

work in accordance with the terms and conditions of this Contract at the Proposal price;

- d. The parties are not under any compulsion to contract;
 - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of this Contract;
 - f. It would be difficult for the County to prove the loss resulting from nonperformance, untimely, negligent, or inadequate performance of the work; and
 - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
3. The County in its sole discretion may withhold monies due the Contractor, or may require the Contractor to pay the County, the sums of liquidated damages specified below for Contractor's failure to perform its duties as specified by the Contract. If a Contractor fails to report for required work when accepted and assigned work has been agreed upon by the CM, engineer, or PWR for the Road and/or Flood Maintenance District, then liquidated damages may be assessed. During the term of the Contract, including the option years, the sum of liquidated damages will be \$500 for the first such incident, \$750 for the second separate such incident, and \$1,250 for the third or successive such separate incidents. Additionally, at the sole discretion of the County, if the Contractor has been assessed liquidated damages for three or more separate incidents within the entire Contract term, option years included, the County reserves the right to stop assigning work to the Contractor.
4. The CM may decline to levy liquidated damages if it is found that the definition of the incidents is caused by a strike, accident, or similar occurrence beyond the control of the Contractor as defined in Exhibit B, Section 3. In the event that the CM determines to levy liquidated damages, the CM will notify the Contractor in writing. The County will thereupon deduct the amount of such liquidated damages from any payment, which is due to Contractor or which thereafter becomes due. The determination by the CM will be final and conclusive.
5. In addition to the above, Public Works may use Exhibit F, Performance Requirements Summary, to evaluate the Contractor's performance.

[Successful Proposer's Form PW-2, will be included here]

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SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

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

B. Definitions

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

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

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

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

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

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

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

Day. Calendar day(s) unless otherwise specified.

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

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

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

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

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

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

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

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

Public Works. Los Angeles County Public Works.

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

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

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

Subcontractor. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance

of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

C. Headings

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

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

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

B. Assignment and Delegation

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

Any payments by County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

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

C. Authorization Warranty

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

D. Budget Reduction

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

E. Complaints

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

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

F. Compliance with Applicable Laws

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

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

G. Compliance with Civil Rights Laws

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

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.
2. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel including, without

limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

I. Conflict of Interest

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

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

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

K. Consideration of Hiring GAIN and GROW Participants

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

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

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

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

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

Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code, Section 5246(b).

N. Contractor's Charitable Activities Compliance

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

O. County's Quality Assurance Plan

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

P. Damage to County Facilities, Buildings, or Grounds

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

Q. Employment Eligibility Verification

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

R. Facsimile Representations

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

S. Fair Labor Standards

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

T. Force Majeure

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

U. Governing Laws, Jurisdiction, and Venue

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

V. Most Favored Public Entity

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

W. Nondiscrimination and Affirmative Action

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

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

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

A. Nonexclusivity

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

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

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

C. Notice of Delays

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

AA. Notice of Disputes

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

BB. Notice to Employees Regarding the Federal Earned Income Credit

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

CC. Notices

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

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

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

DD. Publicity

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

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

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

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

EE. Public Records Act

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

FF. Record Retention and Inspection/Audit Settlement

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

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

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may suspend or terminate for default or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

GG. Recycled-Content Paper Products

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

HH. Contractor's Employee Criminal Background Investigation

Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State,

local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

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

County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

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

II. Subcontracting

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

1. If Contractor desires to Subcontract, Contractor shall provide the following information promptly at County's request:
 - a. A description of the work to be performed by the Subcontractor.
 - b. A draft copy of the proposed Subcontract.
 - c. Other pertinent information and/or certifications requested by County.
2. Contractor shall indemnify, defend, and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to Subcontract, notwithstanding County's approval of Contractor's proposed Subcontract.

4. County's consent to Subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. Contractor is responsible to notify its Subcontractors of this County right.
5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any Subcontract and Subcontractor employees.
6. Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to Subcontract.
7. Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor shall ensure delivery of all such documents to Business Relations and Contracts Division, P.O. Box 1460, Alhambra, California 91802-1460, before any Subcontractor employee may perform any work hereunder.
8. Employee Leasing is prohibited.

JJ. Validity

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

KK. Waiver

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

LL. Warranty Against Contingent Fees

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

MM. Time Off for Voting

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

NN. Local Small Business Enterprise Utilization

When requested by the County, the Contractor shall provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subcontractors, including but not limited to the following information: the name, business address and telephone number/email address of each subcontractor.

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

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

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

OO. Compliance with County's Zero Tolerance Human Trafficking

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

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

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

PP. Method of Payment and Required Information

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

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

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. Upon Contract award or at any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with Public Works, shall decide whether to approve exemption requests.

QQ. Compliance with Fair Chance Employment Hiring Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

RR. Compliance with the County Policy of Equity

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

SS. Contractor Independence

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

SECTION 3

TERMINATIONS/SUSPENSIONS

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

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

B. Termination/Suspension for Convenience

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

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

C. Termination/Suspension for Default

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

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

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

D. Termination/Suspension for Improper Consideration

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

E. Termination/Suspension for Insolvency

1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:
 - a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary

course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.

- b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code.
 - c. The appointment of a bankruptcy Receiver or Trustee for Contractor.
 - d. The execution by Contractor of a general assignment for the benefits of creditors.
2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

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

G. Termination/Suspension for Nonappropriation of Funds

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

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

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

B. Cooperation

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

C. Cooperation and Collateral Work

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

D. Equipment, Labor, Supervision, and Materials

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

E. Gratuitous Work

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

F. Jobsite Safety

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

G. Labor

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

H. Labor Law Compliance

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

I. Overtime

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

J. Permits/Licenses

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

K. Prohibition Against Use of Child Labor

1. Contractor shall:

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

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

L. Public Convenience

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

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at contracted work locations. In the event Contractor determines a public hazard exists at a work location, Contractor shall immediately mark the location to prevent public access to the hazard and immediately notify the Contract Manager.

N. Quality of Work

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

O. Quantities of Work

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

P. Safety Requirements

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

Q. Storage of Materials and Equipment

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

R. Transportation

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

S. Work Area Controls

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

T. CARD

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

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

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

B. Indemnification

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

C. Workplace Safety Indemnification

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

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

D. General Insurance Requirements

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

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

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

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

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

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

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

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

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

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

E. Compensation for County Costs

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

F. Insurance Coverage Requirements

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

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

2. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or nonowned autos, as each may be applicable.
3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor is a temporary staffing firm or a Professional Employer Organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

B. Chapter 2.202 of the County Code

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

C. Nonresponsible Contractor

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

D. Contractor Hearing Board

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

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

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

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County contractors.

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

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

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

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

B. Written Employee Jury Service Policy

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

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

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

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

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

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

B. Notice to Employees Regarding the Safely Surrendered Baby Law

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

SECTION 9

SOCIAL ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Social Enterprise (SE) Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- D. If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor shall:
 - 1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded.
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in the amount of not more than 10 percent of the amount of this Contract.
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

SECTION 10

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

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

SECTION 11

DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

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

SECTION 12

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX
REDUCTION PROGRAM

A. Defaulted Property Tax Reduction Program

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

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

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

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

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

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

SECTION 13

PROPRIETARY CONSIDERATIONS

A. Ownership of County Materials

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

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

B. Transfer to County

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

C. Indemnity

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

Contractor represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third-parties to include such materials in the County Materials.

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

D. Copyright Notices

Contractor shall affix the following notice to all County Materials: "@ Copyright 2007 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor shall affix such notice on the title page of all images, photographs, documents and writings; and otherwise as County may direct.

E. Acknowledgement/Attribution

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

SECTION 14

PREVAILING WAGES

A. Prevailing Wages

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

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

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

B. Work Records

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

C. Posting of Prevailing Wage Rates

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

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

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

Local Office Telephone Number:

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

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

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

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

D. Certified Payroll Records

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

E. Subcontractor

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

F. Mental Health Services for Critical Incidents

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



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2020)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

Note: You are encouraged to notify each employee whose wages for 2020 are less than \$56,844 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

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

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

must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2021.

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

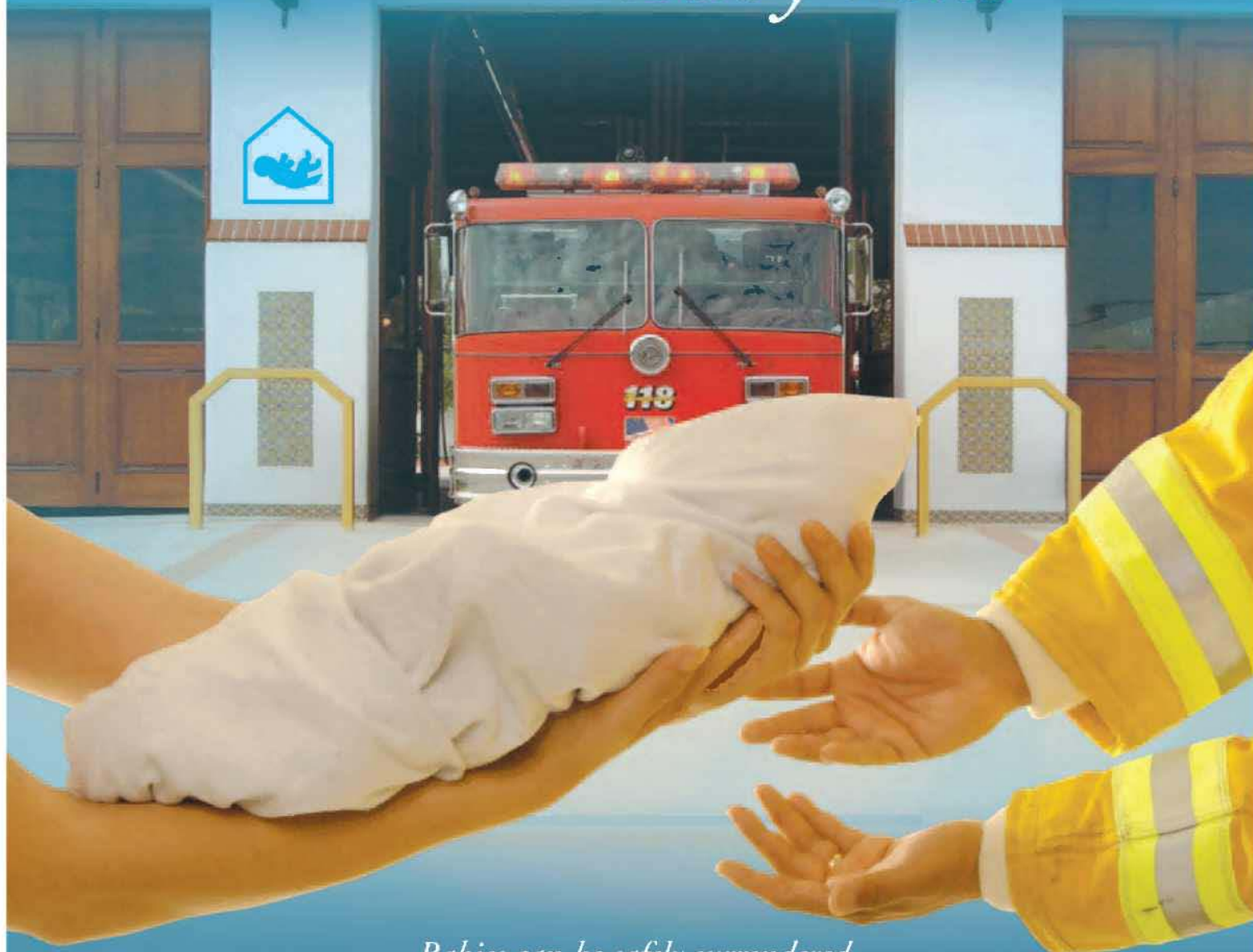
How Will My Employees Know if They Can Claim the EIC?

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

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2020 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2020 and owes no tax but is eligible for a credit of \$800, he or she must file a 2020 tax return to get the \$800 refund.

Safely Surrendered *Baby Law*



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

No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

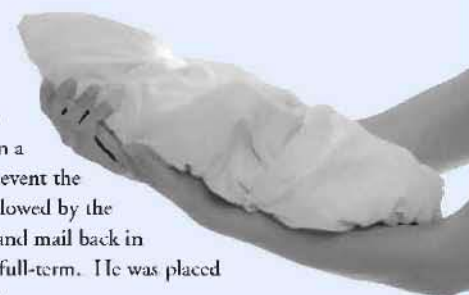
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

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

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

2.206.030 Applicability.

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

2.206.040 Required solicitation and Contract language.

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

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

2.206.050 Administration and compliance certification.

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

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

2.206.060 Exclusions/Exemptions.

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

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

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

2.206.070 Enforcement and remedies.

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

2.206.080 Severability.

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

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
A. SCOPE OF WORK				
1. Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State, or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Violation of the National Pollutant Discharge Elimination System	Discharge of debris into storm drains and/or gutter.	\$500 per occurrence plus any fines by regulatory and governmental agencies plus any remediation cost; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
B. REPORTS/DOCUMENTATIONS				
1. Daily/Weekly/Monthly/Quarterly Reports	Submitted to Contract Manager daily/weekly/monthly report.	\$50 per day per report that is late or not submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Special Reports As Needed	Filed within time frame requested.	\$50 per day per report that is late or not submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

PERFORMANCE REQUIREMENTS SUMMARY

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

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

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PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
6. Training program	Document training of each employee.	\$250 per untrained employee.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Maintain Knowledge of Safety Requirements	Completion of training of all accepted standards for safe practices related to the work.	\$50 per employee, per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
D. SUPERVISOR/MANAGERS				
1. Change in Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	\$50 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Respond to complaints, requests, and discrepancies.	Respond within the time frame outlined in the Contract.	\$50 per complaint not responded to within the time frame outlined in the specifications.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Makes Site Inspections	Facility inspected each shift or as required by Contract.	\$50 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Competent Supervisory Staff	Responsiveness to complaints and requests; maintain good work records, and acceptable level of service.	\$200 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Provide Adequate Supervision and Training	Contract specifications met.	\$50 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
6. Project Safety Official	Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices.	\$200 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Supervisors speak, read, write, and understand English	On-site supervisor can communicate in English with County Contract Manager.	\$100 per day for use of non English-speaking supervisor; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
8. ISA Certified Arborist at work site directing Contractor/ Subcontractor work	As required in the Scope of Work, Section R, Responsibilities of the Contractor.	\$500 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
E. CONTRACT ADMINISTRATION				
1. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after.	\$200 per day; work/contract; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in contract.	\$200 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Use of Subcontractor without Approval and/or Authorization.	Obtain County's written approval prior to subcontracting any work.	\$500 per occurrence; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
4. Subcontractor Work Assignment	Contractor shall not assign more than 50% of the work requested by County, to be performed by their subcontractor(s).	\$500 per day; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. License and Certification	All license and certifications required to perform the work, if any.	\$200 per day; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Assignment and Delegation	Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County.	\$200 per day the County is not informed of this change; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$500 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
F. SCOPE OF WORK				
1. Responsiveness to work requests.	As required in the Scope of Work.	\$500 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Work completed within time limits.	As required in the Scope of Work.	\$500 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
3. AB 939 County Diversion Requirements.	As required in the Scope of Work.	\$500 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Employees trained in identification and management of the Goldspotted Oak Borer and Polyphagous Shot-Hole Borer.	As required in the Scope of Work. Subject to verification by Public Works.	\$500 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. All tree trimming personnel are ISA Certified Tree Workers.	As required in the Scope of Work.	\$500 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. GIS information provided for applicable contracts.	As required in the Scope of Work and Exhibit O.	\$500 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

TREE TRIMMING SPECIFICATIONS
LOS ANGELES COUNTY PUBLIC WORKS

The following specifications are for the trimming of County trees.

A. Trimming Broadleaf and Evergreen Trees

1. General Trimming Specifications – the following specifications apply to all trimming items listed in this exhibit.
 - a. Work shall include removal of deadwood and weak, split, diseased, insect infested, broken, low or crossing limbs. Branches with extremely narrow angles of attachment shall normally be removed. Remove stubs 1 inch in diameter and larger throughout the tree. Any structural weaknesses, dead or diseased trees, decayed trunks or branches shall be reported to the CM or representative.
 - b. Foreign vegetation, vines entwined in trees, and all vines and sucker growth on tree trunks shall be removed. Vine tendrils shall be removed without injury to trees and cleared at least 18 inches from the base of the trees.
 - c. Clearances
 - i. Sidewalk, curb, and parking lane overhead clearance shall be kept to a minimum of 14 feet.
 - ii. Street overhead clearance shall be kept to a minimum of 17 feet.
 - iii. For areas where there is no parking lane, trees shall be trimmed to the street overhead clearance minimum of 17 feet.
 - iv. Exceptions are allowed for young trees, which would be irreparably damaged by such trimming action.
 - v. See Figure 1 in Exhibit Q.
 - d. When trimming the bottom branches for under clearance, care shall be taken to obtain a balanced appearance when viewed from the opposite side of the street immediately opposite the tree.
 - e. All limbs two-inches in diameter or over shall be pre-cut to prevent splitting. When there is a chance of bark tearing below the crotch, large limbs shall be removed with three cuts (see Figure 2 in Exhibit Q). Make the first cut (A) on the underside of the branch 1 to 2 feet from the crotch. The undercut should be at least one-third of the diameter. Make the second cut (B) on the upper side of the branch

a distance equal to the diameter of the limb further from the crotch than the first. The final cut (C) is made at the crotch in a manner to favor the earliest possible covering of the wound by callus growth. Cuts shall not be made so large that they will prevent sap flow. This requires that the cut be as small as practical, be reasonably flush within the should or sap ring area, and that the cambium tissues at the edge of the cut be alive and healthy. Flush cuts which produce large wounds and weaken the tree at the cut shall not be made.

- f. On all trees known or suspected to be diseased, pruning tools as well as cut surfaces shall be disinfected with a 20 percent chlorine bleach solution or 70 percent methyl alcohol solution after each cut and between trees where there is danger of transmitting the disease on tools, or as directed by the CM or representative. Fresh solution shall be mixed daily.
- g. Tree shall be trimmed to clear all adjacent structures by a minimum of four feet. Trimming of the trees shall provide adequate clearance for any obstructed street light standards, mast arms or globes.
- h. Branches shall be cut back to a lateral branch not less than one third of the diameter of the branch being removed. Wounds made by splitting limbs shall be cleaned of torn and broken wood fibers and bark traces to ensure proper healing. Unbroken branches shall be headed back to balance cuts made on broken branches particularly to reduce exposure to future high winds.

2. Crown Thin, Clean, and Shape (CTCSH)

Crown thin, clean and shape shall include shaping, thinning , and reduction of heavy weight as necessary leaving the tree in a balanced symmetrical looking condition. All trimming shall be done to bring out or emphasize the natural characteristic of the tree. Crown then, clean and shape includes:

- a. Crown cleaning - removal of dead, dying, diseased, crowded, weakly attached, low-vigor branches, and waterspouts from a tree's crown.
- b. Crown thinning - selective removal of branches and/or pruning back to large laterals to increase light penetration and air movement through the crown. Thinning opens the foliage of a tree, reduces weight on large limbs, distributes ensuring invigoration throughout a tree, and helps retain the tree's natural shape.
 - i. When thinning the crown of mature trees, remove no more than one fourth of the live foliage.
 - ii. At least one half of the foliage should be on the branches that arise in the lower two thirds of the tree.

- iii. When thinning laterals from a limb, an effort should be made to retain well-spaced inner lateral branches with foliage.
- iv. Caution must be taken not to create "Lion tailing", which is caused by removing all or most of the inner foliage.
- c. Crown shape - trimming the tree back to its natural shape to obtain a balanced appearance when viewed from the opposite side of the street and immediately opposite the tree.

3. Crown Raising (CRA)

Crown Raising removes the lower branches of a tree to provide clearance for buildings, vehicles, pedestrian, and sight. Crown raising includes:

- a. Reduce length of limbs where weight may cause breakage.
- b. Remove stubs 1-inch in diameter and larger.

4. Crown Reduction (CRED)

Crown reduction is the reduction of height and spread removing no more than one third of the crown of the tree (Figure 3 in Exhibit Q). Crown reduction includes:

- a. Cutting back by crown reduction trimming is the size reduction of tops, sides, under branches or individual limbs by trimming back to a strong crotch able to sustain the sap flow of the parent branch. This is the recommended practice where portions of the root system have been severed by sewer, waterline or sidewalk construction, or when there is unusual and rapid tree growth.
- b. Shall include reduction, shaping, thinning, and cleaning of heavy weight as necessary to leave the tree in a balanced symmetrical looking condition. All trimming shall be done to bring out or emphasize the natural characteristic of the tree.

B. Trimming Palm Trees

Palm trimming shall consist of trimming the following palms:

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

1. Trim Only Palm (TRP) – See Figure 4 in Exhibit Q
 - a. The Contractor shall remove all dead fronds and all visible flower stalks and fruit parts.
 - b. The Contractor shall remove all loose fronds sheaths along the entire length of the palm trunk.
 - c. Only the full green fronds at the crowns of the trees shall remain.
 - d. All vines which are growing on palm trees shall be removed without injury to the tree.

2. Trim and Skin Palm (TRSKP)

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

All dead fronds or parts thereof shall be removed to the surface of the trunks, leaving a clean, unscathed appearance throughout the entire length of the trunks from the bases to approximately 18 inches below the green fronds at the tops of the trees. Palm skinning shall be up to a maximum of 5 feet. The method of removal shall be approved by the CM or representative. When the cutting method is used, cuts shall be no more than 5 inches apart.

3. General Palm Trimming Specifications

- a. Remove all dead and green fronds leaving only the full green fronds remaining at the crown of the palm within the limits of a 15 degree arc measured from a horizontal line from the tree trunk. An exception is the Canary Island Date Palm (*Phoenix Canariensis*) where a 30 degree arc is allowed. Precautions shall be taken so that no live fronds are partially cut and left hanging. Any fronds partially cut shall be removed by the Contractor, at no additional cost to the County, within ten days of completion of the palm trimming project.
- b. Canary Island Date Palm (*Phoenix Canariensis*) trunks shall be cleaned of any weed species. The immediate area below the green fronds shall be trimmed to a symmetrical (pineapple) appearance. The shape shall not exceed a minimum of 48 inches or a maximum of 60 inches length below the green fronds. When trimming operations are complete, the trunk shall be left in a clean, unscathed appearance throughout the length of the palm trunk. Canary Island Date Palms shall be pruned using a sterilized hand saw or a sterilized chain saw, at the sole discretion of the CM or representative. The hand saw and/or chain saw must be cleaned and sterilized before and after trimming each tree.

- c. All volunteer palm seedlings 3 feet or less in brown trunk height that are growing within the street/parkway dedicated area, must be removed from the base of the tree out to a 10 feet radius around the palm trunk, unless otherwise specified by the County.
- d. All other palm species required to be trimmed by the County shall be trimmed using the above specifications.

C. Unacceptable Trimming

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

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

D. Additional Specifications

- 1. When tree pruning cuts are made to a side limb, such remaining limb must possess a basal thickness of at least one third of the diameter of the wound so affected. Such cuts shall be considered proper only when such remaining limb is vigorous enough to maintain adequate foliage to produce wood growth capable of callusing the pruning cut so affected within a reasonable amount of time.
- 2. All final tree pruning cuts shall be made in such a manner so as to favor the earliest possible covering of the wound by natural callus growth. Excessively deep flush cuts, which produce large wounds or weaken the tree at the cut shall not be made. The branch collar shall not be removed.
- 3. Tree limbs shall be removed and controlled in such a manner as to cause no damage to other parts of the tree, or to other plants or property.
- 4. All tools used on a tree known to contain an infectious tree disease shall be properly disinfected immediately before and after completing work on such tree. All major pest problems shall be promptly reported to the County.
- 5. All cutting tools and saws used in tree pruning shall be kept sharpened to result in final cuts with a nonabrasive wood surface and secure bark

remaining intact. All trees 6 inches in diameter or less shall be pruned with hand tools only. Chain saws will not be permitted on any trees 6 inches or less. This is to prevent any unnecessary abrasions or cambial tissue that may predispose a tree to insect and/or disease problems.

6. Whenever pruning cuts are to be made, while removing limbs too large to hold securely in one hand during the cutting operation, the limbs shall be cut off first, 1 to 2 feet beyond the intended final cut. Then the final cut shall be made in a manner to prevent unnecessary tearing back of the bark and wood. Such cutting back shall not include the removal of any live, healthy limbs in excess of 6 inches without County approval.
7. No more than 35 percent of the live wood may be removed from the crown of any tree, excepting live oaks which are limited to no more than 10 percent. As much of the crown should be left in the tree as possible.
8. Any extraneous metal, wire, rubber, or other material interfering with tree growth shall be removed when possible.
9. Any defective or weakened trees shall be reported to the County.
10. The use of climbing spurs or spike shoes in the act of trimming trees is prohibited, except for palms and Eucalyptus trees that are more than 65 feet in height.
11. Beneficial animal or bird nests or nesting cavities shall be preserved and protected whenever feasible, unless doing so would create a hazard.
12. Remove all dead and dying branches and branch stubs that are 1/2 inch diameter or larger.
13. Remove all broken or loose branches.
14. Remove any live branches, which interfere with the tree's structural strength and healthful development of the tree, which will include the following:
 - a. Branches which rub and abrade a more important branch.
 - b. Branches of weak structure, which are not important to the framework of the tree.
 - c. Branches, which if allowed to grow, would wedge apart the junction of more important branches.
 - d. Branches forming multiple leaders in a single leader type tree.
 - e. Undesirable sucker and sprout growth (paying specific attention not to nick or damage the sprout "burl").

- f. Selective removal of one or more developing leaders where multiple branch growth exists near the end of broken or stubbed limbs.
 - g. Selective removal of limbs obstructing buildings or other structures or traffic signs. Generally, limbs closer than 5 feet to a building or other structure should be removed unless doing so would severely damage a tree.
- 15. Cut back ends of branches and reduce weight where excessive overburden appears likely to result in breakage of supporting limbs.
- 16. Clear trees of sprout or sucker growth to a minimum height of 8 feet above ground level. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action.
- 17. Remove all vines entwined in trees and on tree trunks. Vine tendrils shall be removed without injury to said trees.

E. Prices

Prices are per diameter inch of the trunk measured at 4½ feet above ground.

- 1. If the tree has multiple trunks, the largest diameter will be used in quoting prices.
- 2. If the tree forks at 4½ feet, measurement to be taken at point just before forking begins.

TREE TRIMMING NON-EMERGENCY HOURLY WORK SPECIFICATIONS

LOS ANGELES COUNTY PUBLIC WORKS

A. Nonemergency Hourly Work

The CM or PWR will determine conditions triggering nonemergency hourly rate payment as shown under Form PW-2, Service 9, Category No. 27; which are subject to change. Common examples are as follows:

1. The tree(s) are not accessible by equipment.
2. The tree trunk has a diameter of 45 inches or greater for broadleaf and evergreen trees, or the trees height is 85 feet or greater for palm trees, as measured by the County Tree Supervisor, Engineer, or PWR.
3. Additional crew or equipment which may become necessary for other unforeseeable circumstances not covered by item number 2 above.
4. Any other difficult or unusual condition as determined by the County Tree Supervisor, Engineer, or PWR.

The conditions will be evaluated as fairly as possible, with final determination of payment method to rest solely with the County.

B. Award of Nonemergency Hourly Work

1. Upon the determination that nonemergency hourly work will be awarded, Public Works will solicit a time bid from the highest-rated Contractor. If the highest-rated Contractor is not able to perform the required work within Public Works' time frame or if Public Works and the Contractor cannot agree upon the estimated number of hours to complete the work, Public Works may choose to solicit a time bid from the next highest-rated Contractor and so forth until a Contractor is found to be available and capable to accomplish the work. All Specifications related to per tree bids will apply to this work, with the exception of method of payment.
2. Payment for additional equipment and operator rental shall be made at the equipment/operator rental rate.

C. Work Locations

Public Works spans the entire County. .

D. General Conditions

1. Contractor is to provide tree service within the limits of the public rights of way maintained by the County on an "as-needed" basis. This service will be used when tree service conditions exceed the capabilities of County crews or in other situations as the County deems appropriate.

2. The Contractor shall furnish, when requested, all supervision, labor, materials, supplies, tools, equipment, utilities, and services necessary for emergency tree service.
3. All tree service shall be performed in a safe and expedient manner. Accepted industry practice for tree removal and tree trimming operations shall be followed.
4. Tree service, depending upon the directives of the PWR, may also consist of road opening debris barricading operations, and/or the initiation of tree repair/removal, debris disposal and site cleanup operations. Tree work shall be fully completed to eliminate any hazard and to make the area safe for the general public.
5. The Contractor will be required to provide and maintain barriers, guards, and lights when and where it is necessary to effectively guard the public from danger as a result of the work being done.
6. Streets and sidewalks in the vicinity of removal operations shall, at a minimum, be coned and have two high-rise signs, one on either end of the work area from the time the work begins until the roadway is fully re-opened.

E. Responsibilities

1. The County will not be responsible for any additional cost incurred by the Contractor due to Contractor crew or equipment being unavailable at the time they are called out by the County.
2. Damage to buildings appurtenances and furnishings must be avoided. Damage caused by Contractor's operations shall be repaired, as directed by Public Works, at no cost to the County of Los Angeles.
3. Any trees entangled with, in proximity to, or extending through energized power lines, shall be immediately reported to the County Tree Supervisor or Engineer. The County Tree Supervisor or Engineer will make arrangements for prompt action in conjunction the utility company.

F. Contractor/County Communication

1. All communications issued by Contract Manager, Engineer, or PWR is binding and all work shall be completed to the satisfaction of the County representative.
2. The County will be responsible for providing the Contractor information regarding the work to be performed and the service location. Modification by the Contractor to the above Specifications shall require approval/clearance from the Public Works Contract Manager, Engineer, or PWR.

3. All Contractor field supervisors shall have a communication system in their vehicles that will enable the County to contact them. This system must be capable of transmitting and receiving communications. Examples of appropriate communications systems would include either cellular phones or mobile radios. In addition, all emergency supervisors and all crews (one per crew) will be equipped with cellular phones. Telephone and email service shall be available at Contractor's office or yard for the purpose of receiving dispatch orders, complaints, etc 24-hours per day.
4. The Contractor shall be responsible for keeping the County representative informed of the field location of each crew performing tree service. Said information shall be by telephone or cellular phone. Said communication shall be made to the County representative at an agreed upon location and time.
5. The Contractor shall be given a detailed listing for all worksites at the time of notification by the County or the location where the Contractor crews can meet the County representative for work assignment.

G. Crews

1. A standard crew for hourly nonemergency work shall consist of the following:
 - a. Three tree personnel (tree trimmer, supervisor, groundsman)
 - b. An aerial bucket
 - c. A chipper
 - d. A dump truck
 - e. Traffic, pedestrian, and other safety devices, as necessary
2. Conduct of crews shall be in a manner which is both courteous and considerate of the public.
3. The Contractor will be required to replace any abusive or disorderly employee if requested to do so by the County representative.

H. Equipment

1. Contractor equipment for the following categories shall meet the minimum specifications set by the "State of California - General Industry Safety Orders for Tree Work, Maintenance and Removal."
 - a. Mobile equipment
 - b. Portable power hand tools
 - c. Hand tools

d. Personal protective equipment

2. All equipment offered shall be in compliance with Federal, California State Industrial Safety Codes, and Cal/OSHA requirements. Aerial equipment shall be in compliance with California Division of Industrial Safety orders, Cal/OSHA, and Federal ANSI/SAIA 92.2-2015 standards for vehicles mounted with elevating and rotating aerial devices and shall include dielectric certification for 100 K.V. test. These tests are the responsibility of the Contractor to have done on an annual basis.
3. The Contractor is to furnish all repair parts, including filters, and absorb all cost of making repairs. In any instance where the equipment is out of service due to mechanical failure, the hourly rate will not be paid during such period.
4. If requested by the County, the Contractor shall provide additional equipment and operator.

I. Permits, Licenses

Contractor(s) performing work shall have all City, County, State permits, and/or licenses required for his/her equipment and operations.

J. Reports

1. The Contractor shall prepare and deliver to the County accurately prepared daily work reports showing the dates and locations of hourly work performed, including the number of laborers and equipment hours involved, nature and amount of work performed, the quantities of material used, the number and type of trees maintained (removed, trimmed, etc.), and any other pertinent information.
2. Daily work reports shall be signed by the working foreman and approved by the County representative. All day work reports shall be submitted in triplicate with the following distribution:
 - a. Original copy to be submitted with the invoice.
 - b. Second copy to be retained by the Contractor for his files.
 - c. Third copy to be retained by the County Tree Supervisor or Engineer after verification and approval that the indicated work has been performed.
3. Daily reports shall be submitted no later than 4 p.m. on the next workday. Failure to comply with the provisions of this Section will result in withholding payments

EXHIBIT H

4. Hourly rates shall begin when the crew/equipment is available and ready for work at the jobsite and end when Contractor is advised crew and/or equipment are no longer needed.
5. The payment for tree services shall be made for those hours actually worked in providing such service only. No allowances will be given for travel time to and from home to the Contractor work headquarters.

TREE PLANTING SPECIFICATIONS

LOS ANGELES COUNTY PUBLIC WORKS

A. Introduction

The specifications are presented herein as working guidelines, recognizing that trees are individually unique and that their planting may not always fit strict rules. Any desired changes must be submitted in writing to the Contract Manager (CM) or representative. Any tree work performed must be done according to County Specifications.

B. References

The following publications are references for the work performed:

1. "Greenbook" Standard Specifications for Public Works Construction, most updated edition, and its supplement(s), hereinafter referred to as the "Standard Specifications" published by Building News, Inc.
2. Standard Plans for Public Works Construction, 2012 Edition (SPPWC), and its supplement(s) published by Building News, Inc.

518-3 (3 sheets)

519-3 (7 sheets)

520-4 (4 sheets)

523-2 (1 sheet)

524-2 (2 sheets)

C. General Requirements

The following requirements are for use during any planting and care work to be performed on County trees:

1. During planting operations, the Contractor shall maintain a representative at this work site in charge of the work who is knowledgeable in the field of arboriculture. The Contractor's representative shall be conversant in the English language.
2. All property damage resulting from the Contractor's operations shall be repaired within 3 days at the Contractor's expense and to the satisfaction of the CM or PWR.
3. Planting trees, including staking and installing ties, trunk guards, and root barriers/gravel (as required) to maximize tree health and survival. Provide trees, as indicated on the plans or otherwise provided to the Contractor, as specified herein, and all materials and labor necessary for a complete and proper installation.

- a. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor, subject to approval by the County.
 - b. Contractor shall consult the latest edition of the SPPWC for completion of these tasks.
4. Watering trees, using water that is suitable for irrigation and free from ingredients harmful to plant life.
3. Planting soil, where necessary, composed of pulverized topsoil free from subsoil, noxious weeds and/or seeds, stones, or other foreign matter (see specifications-mix).
4. Replacement of trees, as directed by these specifications.
5. Tree establishment period.
6. Tree maintenance period.
7. Prior to starting any tree work on a County tree, the Contractor must schedule and notify the CM or PWR for that District. At this meeting, schedules, procedures, and any other questions pertaining to the project, as specified in the tree work, shall be discussed and any clarifications addressed by the County.
8. The following items if required by the CM or PWR shall be procured and installed per the SPPWC and paid in addition to the tree planting items per the bid items in the Schedule of Prices, Form PW-2:
 - a. Tree well cutouts and covers per SPPWC 519-3.
 - b. Perforated pipe drainage shaft per SPPWC 520-4.

D. Tree Planting Details and Standard Drawings

The details of the tree planting, tree staking, tree well cutouts and covers, deep root control planters and drainage shafts are shown on the SPPWC referenced in Section C.2. Unusual tree planting sites may require special soil or other treatment. Any special treatment needed will be identified elsewhere in these specifications.

E. Tree Specifications

Tree sizes requested by the County shall be listed. Trees shall be well formed, single-stemmed trees (unless otherwise specified) for the size specified and provided as follows:

1. All 15-gallon trees shall not be less than 7 feet in height, have a minimum 3/4-inch caliper (or larger) measured at 6 inches above ground level with good taper for a strong trunk. All trees shall be grown or established in 15-gallon containers.
2. All 24-inch box trees shall not be less than 8 feet in height, have a minimum 1 inch caliper (or larger) measured at 6 inches above ground level with good taper for a strong trunk.
3. All 36-inch box trees shall not be less than 9 feet in height, have a minimum 1 and 1/4-inch caliper (or larger) measured at 6 inches above ground level with good taper for a strong trunk. .
4. All Brown Trunk (Palms)

Height is measured from the ground up to the base of the first green/live frond. All portions of the trunk must be clean and free of any leaf parts. Additionally, the trunk should be straight and free of defects (i.e., spike wounds, depressions, and shrinkage).
5. The root ball of each tree must hold intact during planting and be sized to contain adequate roots for good tree growth. Trees must not exhibit signs of being rootbound. Trees that are found to be rootbound or otherwise defective during or after planting will be replaced by the Contractor, at no expense to the County, with an acceptable tree, either before the project is completed or during any required establishment/warranty period.
6. All trees shall be certified insect and disease-free by the nursery, have a clean, even trunk; a symmetrical, well-balanced crown; and be capable of standing without the nursery stake upon final inspection.
7. At final inspection, all trees will be staked per County specifications.
8. Wounds from previously trimmed branches should be calloused over or well on their way to proper callousing.
9. Branches should be distributed evenly throughout the tree or otherwise displaying good scaffolding.
10. Tree type shall be as indicated by the CM or PWR.
11. Trees shall be selected from a maximum of two local nurseries within a 50-mile radius of the Maintenance District Office (as provided on Exhibit R) issuing the work or as directed by the CM or PWR. The nursery shall have sufficient selection available of the tree species indicated in the work request to provide acceptable tree for each planting size. All trees selected at the nursery shall be free from (a) compression fractures of the stem, (b) compacted root systems, (c) girdling roots, (d) insects, and (e) diseases.

12. Only trees from the Department's master parkway tree list shall be used.
13. Trees in broken or damaged containers, rootbound, or with broken branches or injured trunks will be rejected. All plant material must be healthy, vigorous, pest-free, void of any cambial wounds and otherwise fulfill all specifications. All trees must be established in their containers in which they are sold; however, trees with circling roots or poor root structure will be rejected. The tree trunk should not move independently of the rootball.
14. Root conditions of trees furnished by the Contractor in containers may be determined by removal of earth from the roots of not less than 2 trees nor more than 3 percent of the total number of plants of each species, except that when container-grown stock are from several sources, the roots of not less than 2 trees may be inspected. Established container stock is defined as a tree transplanted into a container and grown in the container for a length of time sufficient to develop new fibrous roots but not less than 9 months so that the root mass will retain its shape and hold together when removed from the contractor. Field grown stock shall have been transplanted into the container at least 300 days prior to the planting unless otherwise approved by the CM or PWR.
15. All trees in storage shall have the root balls uniformly moist at all times. Trees delivered to the work site with dry root balls will be rejected. Trees shall covered while in transit to prevent wind damage.
16. Trees shall be subject to a maximum 3 percent "Destruct Test" at the discretion of CM or PWR in order to obtain trees that are free from: (a) compression fracture of the stem; (b) compacted root systems; (c) girdling roots; (d) insects; and (e) diseases. This "Destruct Test" will be considered a basis for rejection of the entire lot of trees submitted for inspection. All costs shall be borne by the Contractor. The test shall be performed at no cost to the County and shall be considered as included in the various items of the bid. No separate payment will be made for replacement of rejected trees.
17. Trees shall be true to name and variety and meet or exceed all requirements and recommendations of ANSI Z60.1 "Standard for Nursery Stock" and as further specified. In all cases, the botanical name shall take precedence over common name. Final determination of species or variety and whether the tree meets specifications shall be made by the County.

F. Planting Materials

1. Planting materials shall be approved by the County before their delivery to the site, unless inspection is waived by the County in writing. Waiving inspection rights does not preclude nonacceptance of the tree any time during the project or within the warranty period at the end of the project.

2. Trees found defective or not meeting specifications after planting will be removed at Contractor's expense despite any previous inspections and approvals.
3. Planting materials shall be inspected by the County before installation.
4. The Contractor may be requested to pay for all expenses relating to any plant material inspections that are outside the Los Angeles County boundary limits.
5. Payment for topsoil, root control planters or barriers, tree stakes, staking ties, trunk guard, gravel, wood chip mulch and other supplies needed for complete and proper tree planting shall be included in the bid item for the trees that they are installed with. The Contractor shall pay for any returns necessary.
6. Materials to be approved are:
 - a. Trees
 - b. Topsoil Class "A"

Pulverized topsoil (or native soil) shall be free from subsoil, noxious weeds and/or seeds, stones, or other foreign matter.
 - c. Root Control Barrier

The deep root control planter for installation in planting hole shall be according to specifications.

ROOT BARRIERS SHALL BE FABRICATED FROM A HIGH DENSITY AND HIGH IMPACT PLASTIC SUCH AS POLYVINYL CHLORIDE. ABS OR POLYVINYL SHALL HAVE A MINIMUM THICKNESS OF 0.06 INCH. THE PLASTIC SHALL HAVE 1/2- to 3/4-INCH HIGH-RAISED VERTICAL RIBS ON THE INNER SURFACE SPACED AT LEAST 6 INCHES BUT NOT MORE THAN 8 INCHES APART.

"Century Root Barriers" or an approved equal, as determined by the County. Root barriers must have a root deflection rib. The root control devices or planters may not be altered without written approval from the County. Payment for root control barriers shall be considered as included in the price bid line items for "Furnish and Plant Tree" as shown in Schedule of Prices, Form PW-2, Service 8, Category 19.
 - d. Tree Stakes

The tree stakes shall be 10 feet long and 2 inches in diameter of treated lodge pole (with CCA) stakes (see specifications). All trees shall be staked per details included herein as SPPWC 518-3.

e. Staking Ties

Ties shall be fastened to the stakes in a way that allows tree movement and supports the tree or approved equal.

f. Trunk Guard

An approved trunk guard shall be placed around the base of all trees planted, in a turf area or other location where string trimmer damage is possible. Protectors used shall be "Trunk Guard," manufactured by Century Products, (800) 480-8084 or (714) 6327083, or equal

g. Tree Well Covers

Tree well covers shall be in accordance with details included herein as SPPWC 519-3. Each tree well cover consists of two half well cover units for Cases 3 and 4.

In all cases where tree wells are cut or formed, flashing barricades shall be kept in well openings until such time as the trees or covers are installed.

If there are existing tree well covers at locations where new covers are called for, they may be reused if they are the proper size and are undamaged.

Separate payment for tree wells will be per the Schedule of Prices, Form PW-2, Service 8, Category 21 and 22.

h. Slope Protectors

Slope protectors shall be installed on all trees planted in a slope where there is a chance of soil washing down into the tree's water basin; or where an overflow of water in the basin would cause erosion to the water containment of each basin.

All slope protectors shall be made of high density and high impact plastic such as polyethylene have a minimum thickness of 85 mils, shaped to the contour of the slope and extending four inches above the same. It shall extend a minimum of 8 inches into the ground and be supported with four 3/8-inch diameter steel bars hooked over the top. This support shall extend a minimum of 2 feet into the ground and not higher than the slope protector. The protector may also be incorporated as part of the required root barrier. It shall be circular

in design with joining edges securely joined with self-interlocking panels. Protectors used shall be "Slope Guard" manufactured by Century Products, (800) 480-8084 or (714) 961-1341, or equal.

Full compensation for construction slope protectors, where required, shall be considered as included in the price bid line items for "Furnish and Plant Tree" listed in the Schedule of Prices, Form PW-2, Service 8, Category 19 and 20.

i. Wood Chip Mulch

Wood chip mulch shall be of a quality approved by the County. Wood chip mulch may be required on certain jobs. Contractor will be required to purchase mulch and should include such in the bid line items for "Furnish and Plant Tree" listed in the Schedule of Prices, Form PW-2..

j. Mycorrhizal Fungi

Mycorrhizal fungi shall be applied to the root ball and adjacent soil mix when planting trees of any size. Amounts to apply per tree shall be as specified by the mycorrhizal fungi supplier.

k. Drainage Shaft

Perforated pipe packed with gravel per SPPWC 520-4 shall be installed as determined by the County Tree Supervisor. Separate payment for materials, equipment, and labor to install will be paid per the Schedule of Prices, Form PW-2, Service 8, Category 21 and 22.

G. Tree Location

All tree planting locations will be provided by the County and indicated on plans, maps or in a spreadsheet with address and description and indicated in the GIS based mapping described in Exhibit O. Spotting may be done with a painted mark on the curb for street trees. No work shall be done in any area where there is a discrepancy until approval has been given by the County.

Where a consecutive order of trees is shown, stock shall be selected for uniform height and spread to assure symmetry in planting

H. Specific Tree Planting

1. All trees shall be planted immediately after the trees are removed from their containers. Containers shall not be cut or otherwise damaged before delivery of the trees to the planting area. Circling roots are prohibited and will be cause for rejection. Nursery stakes, ties and ribbons shall be removed. No stakes shall remain in the rootball after planting.

2. The Contractor must immediately remove the site plants that are not true to name, and materials that do not comply with the specified requirements, and promptly replace with plants and materials meeting the specified requirements. The Contractor shall return all plants and supplies not accepted by the County at no additional cost to the County.
3. Trees shall not be placed in dry soil. Soil in a muddy condition shall not be used for backfilling. Fill all plant pits with water and allow to leach-out before adding the prepared soil mix for backfill.
4. When planting container stock, position the plant in the hole so that the tree root crown shall be slightly exposed above the grade (not to exceed one inch) without exposing any roots or the root ball. Then backfill with soil mixture no higher than halfway up the root ball. Tamp in soil to remove air pockets. Complete the backfilling to finish grade, again tamping soil to remove air pockets.
5. The following inspection and approvals by the CM or PWR will be required:
 - a. Inspect trees at the nursery.
 - b. Inspect trees after delivery to project site.
 - c. Inspect ingredients and soil mix before planting.
 - d. Inspect planting holes before backfilling.
 - e. Inspect backfill soil mix before planting.
 - f. Inspect trees at beginning of maintenance.
 - g. Inspect trees at completion of maintenance period.
6. Holes for planting trees shall be dug two to three times the width of the root ball and slightly shallower than the height of the root ball. The top of the root ball shall be one inch above the finish grade.
7. Tree planting shall conform to details included herein as SPPWC520-4. The Contractor shall excavate and dispose of the existing soil removed from the planting holes.
8. Trees will be staked and tied with two lodge pole pine stakes as specified and installed as per SPPWC 518-3.
8. If required, root barriers and the gravel backfill shall be installed per SPPWC 520-4 and 523-2.

I. Palm Procurement and Planting

All palms shall be obtained from or by a State-licensed nursery and handled with

the best and most current horticultural practices.

1. Palms will be inspected by the County for height, girth, and overall form in meeting with the design intent of the project. The County reserves the right to reject any palms that do not meet the design intent of the project.
2. All palms shall be insect and disease free with clean trunks void of any trunk injuries and such as spike wounds.
3. An adequate number of live fronds shall remain to adequately shelter the apical meristem of the palm, and shall be lifted up and tied together in two locations around the crown in an upright manner. Due caution shall be taken not to bind or injure the crown. A lightweight cotton rope, twine or cord (biodegradable), not less than 1/8 inch in diameter, shall be used in tying up the fronds. Pruning and tying up the remaining fronds shall be completed prior to digging the rootball.
4. All trees shall be safely loaded and transported taking care not to damage any part of the tree. All consideration shall be given in the selection of the largest possible crane to ease loading, unloading, and setting. This consideration shall vary based on any given site situation and is solely the liability and responsibility of the Contractor.
5. All excavated palm planting holes shall have vertical sides with "roughened surfaces. The holes shall be of a size that is twice the diameter of the rootball and 2 feet to 4 feet deeper ground than the depth of the palm rootball. The palm should be centered in the planting hole and aligned with any other palms. The palm shall be set plumb and held rigidly in position until the backfill has been tamped firmly around the rootball. The top of the rootball should be equal to the level of the existing or proposed soil grade. The backfill mix for palm shall be 100 percent washed concrete sand. Newly planted palms shall be watered immediately and thoroughly and protected from compaction.

J. Tree Trimming

All trees shall be properly trimmed before final County inspection. The spacing, balance, and attachment of limbs should be evaluated before pruning. All trimming cuts should be made to properly train the tree as a street tree or as directed by the County. Cuts should be made to promote upright growth and minimize future branching that may impede vehicular or pedestrian traffic or for structural stability or appearance.

"Properly trimmed" shall mean:

1. Trim only what needs to be trimmed.
2. No more than 33 percent of the live wood may be removed.

3. All broken or otherwise damaged limbs shall be removed.
4. All dead limbs or portions thereof shall be removed.
5. All pruning cuts shall be made at the branch collar.
6. The primary terminal bud shall not be removed.
7. Any trees improperly pruned will be subject to removal by the Contractor and replaced by the Contractor at no additional cost to the County.

K. Tree Establishment and Maintenance Period

1. The Contractor shall maintain all trees planted for a period of 90 days after having been planted, inspected, and approved by the CM or PWR.
2. The Contractor shall replace, at no cost to the County, any and all trees that have died and or failed to make satisfactory progress, or other items installed under this project that have been damaged or removed during the maintenance period, at no cost to the County.
3. Trees that have been planted by the Contractor and subsequently were removed or destroyed by others shall be replaced one time for each removed/destroyed tree by the Contractor at no additional cost to the County.
4. Tree replacement shall be at the discretion of the CM or PWR.
5. Tree maintenance shall include, but not limited to, the following:
 - a. Watering
 - i. The Contractor shall apply water in sufficient quantities, and as often as seasonal conditions require, to keep the ground moist at all times well below the root system.
 - ii. The Contractor shall make arrangements to provide his/her own water and water transportation equipment. Trees shall be watered immediately after planting.
 - iii. For the first watering, each tree shall be water-settled by flooding or water jetting and flooding to the top of the Planting hole with a sufficient amount of water as seasonal conditions require. Thereafter, water weekly by flooding the planting hole making sure the ground is kept moist at all times, both around and below the root ball.
 - iv. The watering shall be in sufficient quantities and as often as

seasonal conditions require to keep the areas moist at all times, but not waterlogged to promote deep, healthy roots.

- v. It is anticipated that each planting hole will take approximately 10-25 gallons at each watering.
 - b. Trimming
 - i. Trim, shape, and tie trees as needed for preservation.
 - ii. Palms shall not be trimmed after planting until established. The string tying the fronds shall be cut 45 to 60 days after planting during the summer months and after ninety 90 days during the winter months. Do not trim palms for at least thirty 30 days after untying the fronds.
 - c. Conduct insect and disease control on all trees.
 - d. Prior to the end of the 90-day maintenance period, apply commercial fertilizer, analysis 16-20-0, at the rate of 0.1 pound per tree and water it thoroughly or apply in a liquid form as 8-24-0.
6. At the end of the 90-day maintenance period, all planting areas must be thoroughly weeded by hand, cleaned up and all excess material and debris removed.
7. The contractor will not be relieved of the 90-day maintenance work until after the above work has been satisfactorily completed and approved by the CM or PWR.

TREE EVALUATION AND REMOVAL SPECIFICATIONS

LOS ANGELES COUNTY PUBLIC WORKS

A. Tree Evaluation

The Contractor shall provide an International Society of Arboriculture (ISA) certified Tree Risk Assessment Qualified (TRAQ) arborist to evaluate and make recommendations on the health, condition, and potential risk of trees along roadsides, medians, and other properties belonging to or being maintained by the County.

Unless otherwise specified by the CM or PWR, all tree evaluations shall be conducted within four working days of the request from the CM or PWR and the Contractor shall provide a written evaluation of the tree within two working days of the evaluation.

Work for the certified arborist with tree risk assessor qualification may include, but not be limited to the following:

1. Perform a Level 1, 2, or 3 Tree Risk Assessment using ISA Tree Risk Assessment form.
2. Utilize industry-standard tools and equipment (i.e. mallet, probe, air spade, aerial tower) to evaluate the condition of the canopy, trunk, and roots of a tree.
3. Evaluate a tree for signs and symptoms of disease, decay, and defects.
 - a. Evaluate the current health and condition of a tree including its roots.
 - b. Inspect a tree for any structural defects and provide a report on the overall structural stability of a tree.
 - c. Determine probable likelihood of failure and identify targets and risk rating.
4. Prepare written report with recommendations for mitigation or removal including photo documentation to support findings and recommendations.
5. Evaluate the relative age class of a tree including its remaining life expectancy.
6. Make specific recommendation for how much root pruning could be reasonably done on the tree without jeopardizing the health or stability of the tree.

B. Tree Removal

The specifications are presented as working guidelines, recognizing that trees are

individually unique and that their removal may not always fit strict rules. Should questions arise, contact the CM or PWR.

1. Removal Specifications

- a. Removal of street trees includes the removal of all above-ground parts of the tree, trunk, stump, and above-ground roots. Stump and root removal will follow the specifications provided herein at no additional cost to the County.
- b. Prior to starting any tree work on a County tree, the Contractor shall notify the CM or representative. The Contractor can request a meeting with the CM or representative to discuss and clarify schedules, procedures, and any other questions about the project, as specified in the tree work.
- c. Contractor is responsible for disposal of all green waste in accordance with AB 939 The Integrated Waste Management Act as outlined in Exhibit A.
- d. Removal shall be done only upon authorization from the County.
- e. The use of climbing spikes will not be permitted except on Palm and Eucalyptus trees over 65 feet in height and trees scheduled for removal.
- f. The Contractor shall clean all job sites daily when work is completed, including the raking of leaves, twigs, chips, etc., from lawns and parkways, and the sweeping of streets.
- g. All wood and debris shall be removed from each job site by the end of the working day.
- h. Prices quoted herein are per diameter inch of the trunk measured at 4½ feet above ground.
 - If the tree has multiple trunks and the tree forks to grade or below grade, then each trunk is considered as a separate tree. The diameter of each trunk is measured in quoting prices.
 - If the tree forks at 4½ feet, measurement to be taken at point just before forking begins.
- i. Tree removal includes grinding out of stumps to a minimum depth of 24 inches and removing all excess chips and all visible surface roots to 24 inches below grade, within the right of way. The resulting holes shall be backfilled with topsoil by the end of the workday. Grass seed or sod will not be required.

- j. Stump removal may not be required on all jobs (i.e. canyons/slopes)

C. Tree Trunk/Limb Removal

1. All parkway trees scheduled for removal shall be "topped" unless stipulated otherwise in the Tree Removal List or if, in the opinion of the Contractor, a tree is unable to withstand the strain of the topping procedure. In this case, the branches shall be lowered by some other means, such as a tree crane. Unless impractical, lower limbs shall be removed first, working toward the top until the tree is delimbed. Stubs at least 12 inches or more in length shall be left following delimbing to provide crotches for lowering sections of the trunk or main limbs.
2. All trunks, limbs and branches larger than 6 inches in diameter shall be cut in sections not to exceed 5 feet in length and shall be lowered to the ground using ropes or other mechanical devices. Smaller limbs with the potential for damage to property or injury to people shall also be lowered using rope or other devices. The means of lowering shall be approved by the CM or representative.
3. All ropes shall be securely attached to the main stem, a strong limb, or an adjacent tree well above the limb being cut to prevent binding, should the limb have to be pulled up into the tree before being lowered.
4. When existing obstructions require controlled movement of limbs being lowered by ropes, an additional guide rope shall be attached to the limb to control movement of the limb during descent.

D. Stump Removal

Stump removal shall include grinding out the stump and surface roots, extending 1 foot outside the diameter from the tree's root collar, to a minimum depth of 24 inches below ground level. Chips and other debris shall be disposed of (with the exception of Type A stump removal as referred to in Exhibit M) from the project site, and the resulting holes shall be backfilled with Class "A" topsoil by the end of the workday. Topsoil shall be compacted to a relative compaction of at least 90 percent. Grass seed or sod will not be required. Holes shall be properly barricaded until topsoil is replaced.

E. Topsoil

1. Topsoil shall be from a source outside the limits of the project, selected by the Contractor and in compliance with the requirements specified herein. At least 15 days before scheduled use, the proposed source of topsoil shall be submitted to the CM or representative for approval. The CM or representative may make such inspections and perform such tests as deemed necessary to determine that the material meets the requirements.

2. Topsoil shall have a uniform composition and structure, a friable sandy loam character, and be free of roots, stones larger than 1 inch in greatest dimension, pockets of coarse sand, noxious weeds, sticks, brush and other litter. It shall not be infested with nematodes or other undesirable insects and plant disease organisms. The topsoil shall be suitable to adequately sustain the growth of lawns.

URGENT TREE REMOVAL SPECIFICATIONS

LOS ANGELES COUNTY PUBLIC WORKS

A. Introduction

Urgent removal of trees may be required during the contract term. The response time limits will vary from as short as 2 days (48 hours) to a maximum of 14 calendar days as directed by the Public Works Contract Manager (CM).

B. Task Description

1. Normal tree operations will not start before 7 a.m. and the streets will be sufficiently cleared for traffic by 5 p.m., or as directed by the CM or representative.
2. Urgent tree removal may or may not be done during stormy conditions inclement weather, or emergency circumstances.
3. Stump removals may or may not be required. The CM or representative will determine if stump removal is necessary in all cases.
4. Prices and payment are per diameter inch of the trunk measured at 4½ feet above ground level.
 - a. If the tree has multiple trunks, the largest diameter will be used in quoting prices.
 - b. If the tree forks at 4½ feet, measurement to be taken at point just before forking begins.
5. The County shall not be responsible for any additional cost incurred by the Contractor due to Contractor crew or equipment being unavailable at the time they are called out by the County.
6. Additional work may be given to the Contractor prior to completing their previous job. If the Contractor cannot do the additional work, the contractor must inform the requestor that he cannot accept the additional work.
7. Once a job has been started, it will continue until completed.
8. All equipment, labor, supervision, and materials required to accomplish this contract will be provided by the Contractor.

Additional applicable specifications for "Urgent Tree Removal" can be found in other exhibits to this contract, specifically as:

- Exhibit J: Tree Evaluation and Removal Specifications
- Exhibit M: Stump and Root Removal Specifications

ROOT PRUNING SPECIFICATIONS

LOS ANGELES COUNTY PUBLIC WORKS

A. Selective Root Pruning

1. General

Root pruning shall conform to Standard Plans for Public Works Construction (SPPWC) Standard Plan 523 and the provisions herein. Root control barriers shall conform the Root Control Barriers section below. Trees to be root pruned shall be trimmed by the crown reduction method. Root pruning shall be performed by ISA Certified Tree Workers. Supporting information for root control barriers and root sealer fabric shall be submitted to the CM or representative for approval.

2. Procedure

This process involves selectively removing the offending roots that have caused actual hardscape damage and must be supervised by the Contract Manager (CM) or representative. Selective root pruning is performed with an ax, chainsaw, or with a stump-grinding machine instead of a root-cutting machine.

- a. Cuts shall be at the back of curb and shall be 4 inches wide and 18 inches deep as measured from the top of curb. The cuts shall extend 6 feet in each direction along the curb from the center of the tree trunk for a total length of 12 feet or as directed by the CM or representative. When root pruning adjacent to sidewalk is required the same details shall apply except the depth is 12 inches from the top of the sidewalk.
- b. All roots that occur within the sidewalk construction area will be removed or shaved down.
- c. The sidewalk area will be defined as extending 4 inches on either side of the sidewalk and 6 inches below the top of the new sidewalk.
- d. Roots greater than 2 inches in diameter that must be removed must be preapproved by the CM or representative.
- e. Roots selected for removal will have the least impact on vigor and stability of the tree.
- f. In certain circumstances, "root shaving" may be recommended to allow partial root removal without severing the entire root with a stump grinding machine or a carbide chainsaw chain.

- g. All equipment used for root pruning or shaving is to be in good working condition and sharp enough to surgically trim/cut/remove marked roots in a clean manner and equipped with padded tracks or rubber tires to prevent scraping or marking of the roadway or curbs.
- h. All root that have been trimmed are to have clean surgical cuts at completion of work.
- i. Root sealer fabric shall be applied to cut root areas which are larger than 2 inches in diameter. The root sealer fabric shall be "Bio Barrier" www.biobarrier.com or County approved equal. Root sealer fabric shall be applied as soon as practical after the cuts have been made.
- j. Grass seed or sod will not be required.

3. Utilities

The Contractor shall repair or replace utility service connections and sprinkler systems within the right-of-way which are damaged or removed as a result of root pruning operations. Repairs shall be initiated immediately upon the occurrence of damage or removal and completed by the end of each working day. Repairs and replacements shall be the equivalent of, or better than, the existing improvements in material, dimension, and function. Repair and replacement shall be at the Contractor's expense and to the satisfaction of the CM or representative.

4. Root Control Barriers

- a. Root Control Barriers (barriers) shall conform to Note 11 of SPPWC Standard Plan 520 (see Figure 5 in Exhibit Q). Barriers shall be approved by the CM or representative prior to use. Barriers shall be installed at each location immediately following root pruning. Barriers shall extend the full 12-foot length of the root pruning cut or to the length determined by the CM or representative.
- b. Barriers may be one continuous piece or be securely connected at splice points. Barriers shall be installed in accordance with the manufacturer's instructions and shall not be used as a form.
- c. Barriers shall be located adjacent to the cut roots. Backfill shall not be placed until barriers are in place, either immediately upon completion of root pruning or upon completion of the adjacent work provided that adequate safety and warning devices are placed and maintained at each location. The area between the back of curb and the barriers shall be backfilled with Class "C" topsoil.

- d. If a root control barrier is required by the CM or PWR, the Contractor will be compensated at the "Root Prune Tree Including Root Control Barrier" unit price in the Schedule of Prices, Form PW-2, Service 7.
- 5. Cleanup
 - a. Debris generated by root pruning and trimming operations shall be removed from the project site at the end of each working day and properly disposed of outside the right-of-way.
 - b. The Contractor shall clean the project site daily when work is completed, including the raking of leave, twigs, chips, etc., from the lawns and parkways and the sweeping of streets. However, fireplace size logs may be left on parkway areas for pickup by adjacent property owners for a period of up to 4 days following tree trimming or removal. All wood shall be removed from the project site within 5 days of the trimming or removal.
- 6. Payment: Unit of payment shall be per tree unless otherwise stated.

STUMP AND ROOT REMOVAL SPECIFICATIONS

LOS ANGELES COUNTY PUBLIC WORKS

A. Introduction

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

B. Overview of Specifications

Any tree work performed on a County tree must be done in accordance with the County's Specifications.

C. General Requirements

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

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

Prior to starting any tree work on a County tree, the Contractor shall notify the Contract Manager (CM) or representative. The Contractor can request a meeting with the CM or representative to discuss and clarify schedules, procedures, and any other questions about the project, as specified in the tree work.

Type A and B stump removals are included in the unit price for Tree Removal and Stump Removal Only, as shown in the Schedule of Prices, Form PW-2.

D. Stump Removal - Type A (No Topsoil)

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

E. Stump Removal - Type B (With Topsoil)

1. Grind stumps and remove all visible surface roots to 24 inches below grade.
2. All chips are to be removed and the void backfilled with Class "A" topsoil, which shall be compacted to a relative compaction of 90 percent.

3. All backfill soil will be furnished by the Contractor at no additional cost to the County.
4. Grass seed or sod will not be required.

F. Topsoil

1. Topsoil shall be from a source outside the limits of the project selected by the Contractor and in compliance with the requirements specified herein. At least 15 days before scheduled use, the proposed source of Class "A" topsoil shall be submitted to the County Tree Supervisor for approval. The County Tree Supervisor may make such inspections and perform such tests as deemed necessary to determine that the materials meet the requirements.
2. Topsoil shall have a uniform composition and structure, a friable sandy loam character, and be free of roots, stones larger than 1 inch in greatest dimension, pockets of coarse sand, noxious weeds, sticks, brush and other litter. It shall not be infested with nematodes or other undesirable insects and plant disease organisms. The topsoil shall be suitable to sustain the growth of lawns.
3. Class "A" Topsoil shall be according to the specifications found in the "Greenbook", Standard Specifications for Public Works Construction, 2018 edition.

G. Surface Roots

All visible surface roots in the parkway are to be removed to 24 inches below grade.

H. Volunteer Seedlings and Root Sprouts

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

24-HOUR EMERGENCY WORK SPECIFICATIONS

LOS ANGELES COUNTY PUBLIC WORKS

A. Introduction

The specifications are presented as working guidelines recognizing that trees and emergency tree care cover a wide variety of situations that are individually unique and may not always fit strict rules.

24-hour emergency work shall consist of performing necessary tree work to quickly create a safe environment on County roadways and/or parkways. The following are examples of situations requiring emergency work:

- Fallen trees
- Trees in danger of falling
- Tree limbs in danger of falling
- Other tree-related hazards

B. Overview of Specifications

Any tree work performed on a County Tree must be done according to County specifications.

All work involving 24-hour emergency services shall be accomplished within 24 hours from when the Contractor was notified by the Contract Manager (CM) or representative.

C. General Conditions

1. Contractor is to provide emergency tree service within the limits of the public rights-of-way maintained by the County on an "as-needed" basis. This service will be utilized when storm and emergency tree service conditions exceed the capabilities of County crews or in other situations as the County deems appropriate.
2. The Contractor is required to provide 24-hour emergency phone and cellular phone numbers and the names of a minimum of two (2) contact individuals within one week of award of contract. Should the phone number or contact person change during the course of the contract those changes must be provided to the County.
3. The Contractor shall furnish, when requested, all supervision, labor, materials, supplies, tools, equipment, utilities, and services necessary for emergency tree service.

4. All emergency tree service accomplished during emergency conditions shall be performed in a safe and expedient manner. Accepted industry practice for tree removal and tree trimming operations shall be followed whenever possible under the extenuating circumstances of emergency conditions.
5. Emergency tree service, depending upon the directives of the CM or representative, may also consist of road opening and debris barricading operations, and/or the initiation of tree repair/removal, debris disposal and site cleanup operations. Response to a call shall be fully completed to eliminate any hazard and to make the area safe for the general public.
6. The Contractor will be required to provide and maintain barriers, guards, and lights when and where it is necessary to effectively guard the public from danger as a result of the work being done.
7. Streets and sidewalks in the vicinity of removal operations shall, at a minimum, be coned and have two high-rise signs, one on either end of the work area from the time the work begins until the parkway is fully open to traffic.
8. The Contractor shall be required to ensure that crews have suitable lighting (i.e., spot lights, and flash lights) and other necessary equipment, to perform the work safely. The Contractor shall ensure, at all times, that crew members have suitable protective clothing for all work, including work in inclement weather.
9. In the event that electrical systems are interrupted, the County may, at its discretion, either elect to supply the Contractor(s) with sufficient quantities of fuel and oil necessary for the efficient, conduct of emergency operations or require that the Contractor make provisions to supply sufficient quantities of fuel and oil. If the County elects to supply materials, the cost of said type and quantities of materials shall be subtracted from the amount due the Contractor for their assistance.

D. Responsibilities

1. The County will not be responsible for any additional cost incurred by the Contractor due to Contractor crew or equipment being unavailable at the time they are called out by the County.
2. Damage to buildings appurtenances and furnishings must be avoided. Damage caused by Contractor's operations shall be repaired, as directed by the Department of Public Works, at no cost to the County of Los Angeles.
3. Any trees entangled with, in proximity to, or extending through energized power lines, shall be immediately reported to the CM or representative. The

CM or representative will make arrangements for prompt action in conjunction with the utility company.

E. Contractor/County Communication

1. All communications issued by the CM or representative is binding and all work shall be completed to the satisfaction of the CM or representative.
2. All field supervisors shall have a communication system in their vehicles that will enable the County to contact them regarding both routine and emergency issues. This system must be capable of transmitting and receiving communications. Examples of appropriate communications systems would include either cellular phones or mobile radios. In addition, all emergency supervisors and all crews (one per crew) will be equipped with cellular phones. Telephone and email service shall be available at Contractor's office or yard for the purpose of receiving dispatch orders, complaints, etc. 24-hours per day.
3. The Contractor shall be responsible for keeping the CM or representative informed of the exact field location of each crew performing emergency service. Said information shall be by telephone or cellular phone. Said communication shall be made to the CM or representative at an agreed upon location and time.
4. The Contractor shall be notified by the CM or representative. Notifications shall be by telephone, mobile phone, or e-mail.
5. The Contractor shall commence work as soon as possible, but no longer than one hour following notification by the CM or representative. Contractor crews may be requested to handle several jobs on one emergency call depending on status of emergency. The Contractor shall be given a detailed listing for all work sites at the time of notification by the County or the location where the Contractor crews can meet the CM or representative for work assignment.
6. If response is not received from the Contractor(s) within 1 hour of the time period, the County reserves the right to complete the work required for the dispatch order received by using alternate emergency Contractors.
7. The Contractor shall provide the County with two phone numbers (and one backup phone number) to call for any emergency call out. If no response is received from either of these phone numbers, the County reserves the right to proceed to an alternate low bid emergency Contractor.

F. Crews

1. A standard emergency crew shall consist of:
 - a. Three tree personnel (tree trimmer, supervisor, groundsman).

- b. An aerial bucket
 - c. A chipper
 - d. Traffic, pedestrian, and other safety devices, as necessary.
- 2. Upon arriving at any emergency situation, it shall be the responsibility of the Contractor to eliminate all tree-related unsafe conditions which adversely affect the health, safety, or welfare of the public. Additional crews called out would be paid at the appropriate crew hourly rate. Additional crews must be requested by the CM or representative.
- 3. Several crews may be needed at the same time at different locations; therefore, all Contractors will be listed according to their rates and selected on the basis of overall lowest rate and availability.
- 4. The Contractor shall provide qualified supervision, conversant in English, for each crew at all times while working under emergency conditions.
- 5. Conduct of crews shall be in a manner which is both courteous and considerate of the public.
- 6. The vendor will be required to replace any abusive or disorderly employee if requested to do so by the CM or representative.

G. Equipment

- 1. Contractor equipment for the following categories shall meet the minimum specifications set by the "State of California - General Industry Safety Orders for Tree Work, Maintenance and Removal".
 - a. Mobile equipment
 - b. Portable power hand tools
 - c. Hand tools
 - d. Personal protective equipment
- 2. All equipment offered shall be in compliance with Federal, California State Industrial Safety Codes, and Cal/OSHA requirements. Aerial equipment shall be in compliance with California Division of Industrial Safety orders, Cal/OSHA, and Federal ANSI 92.2-2015 standards for vehicles mounted with elevating and rotating aerial devices and shall include dielectric certification for 100 K.V. test. These tests are the responsibility of the Contractor to have done yearly.
- 3. The Contractor is to furnish all repair parts, including filters, and absorb all cost of making repairs. In any instance where the equipment is out of service due to mechanical failure, the hourly rate will not be paid during such period.

4. If requested by the County, the Contractor shall provide additional equipment and operator.

H. Permits, Licenses

Contractor(s) performing work shall have all City, County, and State permits and/or licenses required for his/her equipment and operations.

I. Reports and Payments

1. The Contractor shall prepare and deliver to the County accurately prepared daily work reports showing the dates and locations of emergency work performed, including the number of laborers, equipment hours involved, nature and amount of work performed, the quantities of material used, the number and type of trees maintained (removed, trimmed, etc.), and any other pertinent information.
2. Daily work reports shall be signed by the working foreman and approved by the County Tree Supervisor or engineer. All day work reports shall be submitted in triplicate with the following distribution:
 - a. Original copy to be submitted with the invoice.
 - b. Second copy to be retained by the Contractor for his files.
 - c. Third copy to be retained by the County Tree Supervisor or Engineer after verification and approval that the indicated work has been performed.
3. Daily reports shall be submitted no later than 4 p.m. on the next workday. Failure to comply with the provisions of this Section will result in withholding payments
4. Hourly rates shall begin when the crew/equipment is available and ready for work at the jobsite and end when vendor is advised crew and/or equipment are no longer needed.
5. The payment for emergency tree services shall be made for those hours actually worked in providing such service only. No allowances will be given for travel time to and from home to the vendor work headquarters.

J. Payments

1. Payment shall be in accordance with the Schedule of Prices, Form PW-2, under Service category 10.

GEOGRAPHIC INFORMATION SYSTEMS SPECIFICATIONS

LOS ANGELES COUNTY PUBLIC WORKS

A. Maintenance Specifications

1. General

The Contractor shall be responsible for updating GIS information for each project unless directed otherwise by the CM or PWR and not including any work under the following exceptions:

- a. Any work requested by the CM or PWR under Service 5, 6, 9, 10, or 11 on the Schedule of Prices, Form PW-2.
- b. Any work requested by the CM or PWR under all Services within a Flood Maintenance Area as defined in Exhibit P.

For all projects requiring GIS updates, the County will provide to the Contractor current GIS information in an ArcGIS Online WebMap.

The Contractor shall continuously update the GIS information throughout the duration of the project. GIS information shall be updated within one working day of maintenance performed at each location.

The Contractor shall be solely responsible for the accuracy of the GIS information. Missing or inaccurate information shall be corrected by the Contractor at no cost to the County.

2. Data Fields

The Contractor shall be responsible for recording and updating the following data fields for each location in the project.

- a. Maintenance – choose from the pull-down menu under this field:

- i. 0 – NONE
- ii. 1 – Crown Raising: refer to Exhibit G
- iii. 2 – Crown Reduction: refer to Exhibit G
- iv. 2A – Crown Reduction with Root Prune: refer to Exhibit G
- v. 3 – Crown Thin, Clean, and Shape: refer to Exhibit G
- vi. 4 – Trim Only Palm: refer to Exhibit G
- vii. 5 – Trim and Skin Palm: refer to Exhibit G
- viii. 5A – Skin Only Palm: refer to Exhibit G
- ix. 9 – Tree Removal: refer to Exhibit J

- x. 10 – Stump Removal: refer to Exhibit M
- xi. 11 – Plant: refer to Exhibit I
- xii. 12 – Root Prune Only: refer to Exhibit L
- xiii. 12A – Root Prune Tree Including Root Control Barrier: per Exhibit L

- b. Maintenance Date – date maintenance was completed.
- c. Remarks – to be completed if maintenance is modified and agreed upon with the CM or PWR. Mark the modified maintenance in the Maintenance field and write in the remarks text field: "Maintenance modified from (list original maintenance) as agreed with (list Public Works representative name) on (list date)".

3. Payment

No separate or additional invoice will be made for GIS information. Payment for all work described in this Exhibit shall be included in the unit prices for the various line items under all services as described in Section A of this Exhibit.

Failure to update GIS information shall be considered noncompliance and payment will be suspended until the GIS information is updated by the Contractor and accepted by the CM or PWR.

B. Inventory Specifications

For geographical areas selected by the CM, collect GPS coordinates for the trees located within areas owned or operated by the County and/or the Los Angeles County Flood Control District (District) and create a GIS layer of the trees which accurately depicts the location of the trees. On the Schedule of Prices, Form PW-2, this task is under Service 11.

- 1. For each of the GPS coordinates collected, associate the coordinates with tree asset information in Public Works' Parkway Tree Inventory or other similar GIS inventory as specified by the CM. A sample of the tree inventory may be provided for reference by the CM upon request.
- 2. For trees found within areas owned or operated by the County and/or District but not included in the existing tree inventory, collect GPS coordinates for the trees and symbolize the new trees differently from the existing trees in the GIS layer.
- 3. Trees included in the existing tree inventory but not found in the field, shall be reported to the CM.

4. Utilize a data dictionary provided by the CM to update tree asset information while collecting GPS coordinates including but not limited to the following:
 - a. Assessor. Name and title.
 - b. Date Assessed. MM/DD/YYYY
 - c. Street name
 - d. Address number
 - e. Position. Such as side, front, right, left, rear, or median, using a consistent method of location for trees on corners.
 - f. Species. Trees shall be identified by genus and species as well as common name.
 - g. Trunk size. Diameter at breast height.
 - h. Height
 - i. Canopy Spread
 - j. Tree Health condition. In general, the condition of each tree will be recorded using acceptable methodology and rating system with defined terms. Example:, Good-80%, Fair-60%, Poor-40%, Dead-0%.
 - k. Observations. General observations referring to a tree's health and structure.
 - l. Overhead Utilities. The inventory indicates whether overhead conductors or other utilities are present at the tree site that could result in conflicts with the tree.
 - m. Grow Space. The area within the growing space is categorized as the following:
 - i. L (Lawn)
 - ii. C (Concrete cut-out)
 - iii. M (Median)
 - iv. Pw (Parkway)
 - v. PI (Planter)

- n. Space Size. The narrowest dimension of the grow space, measured in feet.
 - o. Damage or Infestation. Identify any damage caused by mechanical equipment; fire; or significant pest, insect, or disease infestation.
 - p. Current Maintenance Needed. Provide the trim type or recommendation for removal if necessary, e.g. Crown Raising, Crown Reduction, Stump Removal, Removal, etc. The CM will provide all maintenance types desired.
 - q. Tree Planting Site Candidate. Indicate whether site meets the requirements for planting given the parameters for spacing and overhead utility lines.
 - r. Photo. Attach a photo of the tree by associating it with the GIS feature.
- 5. The spatial data provided by the contractor should be accurate enough to determine the layout of a dense cluster of closely situated trees in an area which has a heavy canopy cover. Trees can be as close as 2 feet from each other.
 - 6. The GIS layer must be provided in an ESRI Shapefile or ESRI File Geodatabase. The coordinate system should be NAD83 State Plane California Zone V (Feet). The contractor should provide the datum and epoch used for each point and this could be provided in the fields included in the layer. Regarding the position, each tree record should include the GPS Date, GPS Time, and Datum/Epoch information. An example of the Datum/Epoch is NAD83(NSRS2007), Epoch 2007.000)
 - 7. Any attached photos associated with the tree GIS feature should be provided as an attachment to a feature class that will eventually be imported into the tree layer that DPW currently maintains in an ESRI enterprise geodatabase. DPW also reserves the right to request the photos in a separate file although the feature should have a field that could be used to record the unique name of the file. If multiple photos are requested we will determine the field names for the specific photos, e.g. Far_Pic, Near_Pic, Damage_Pic.
 - 8. Trees assessed multiple times, e.g. before trimming and after trimming, should have multiple entries in the database to maintain the history of the assessments.

FLOOD CONTROL DISTRICT PROPERTY SPECIFICATIONS

LOS ANGELES COUNTY PUBLIC WORKS

A. Introduction

Los Angeles County Flood Control District (FCD) trees requiring service will be within rights of way of concrete lined channels, natural streams, drain inlets and outlets, dams, debris basins, pump plants, or other miscellaneous properties. All Specifications concerning tree service in Road Maintenance Districts shall apply to trees in FCD rights of way. This includes Specifications for Urgent Tree Removal and 24-Hour Emergency Work. FCD work will be billed according to the nearest Road Maintenance District at standard bid rates.

These specifications include trees on FCD property that may be in locations difficult to access and may be larger than typical Road Maintenance trees. Tree service involving difficult conditions and limited access in FCD rights of way may be authorized for payment at the nonemergency hourly bid rate for a standard crew by the Public Works Contract Manager, engineer, or designated representative. The following sections detail when and how these exceptions will be made.

B. Nonemergency Hourly Work

Conditions triggering nonemergency hourly rate payment are as follows:

1. The tree(s) are not accessible by equipment.
2. The tree trunk has a diameter of 45 inches or greater for broadleaf and evergreen trees, or the trees height is 85 feet or greater for palm trees, as measured by the Department representative.
3. Any other difficult or unusual condition as determined by the County representative.

The conditions will be evaluated as fairly as possible, with final determination of payment method to rest solely with the County.

C. Award of Nonemergency Hourly Work

1. Upon the determination that nonemergency hourly work will be awarded, Stormwater Maintenance Division (SWMD) will solicit a time bid from the highest-rated Contractor. If the highest-rated Contractor is not able to perform the required work within SWMD's time frame or if SWMD and the Contractor cannot agree upon the estimated number of hours to complete the work, Public Works may choose to solicit a time bid from the next highest-rated Contractor and so forth until a Contractor is found to be available and capable to accomplish the work. All Specifications related to

per tree bids will apply to this work, with the exception of method of payment.

2. Payment for additional equipment and operator rental shall be made at the equipment/operator rental rate.

D. Work Locations

SWMD spans the entire County with the exception of north of Avenue S in the Antelope Valley. Tree service for SWMD trees will be paid at bid prices for the nearest Road Maintenance District as determined by the Public Works Contract Manager, engineer, or designated representative. See Exhibit R.

E. General Conditions

1. Vendor is to provide tree service within the limits of the public rights of way maintained by the County on an "as needed" basis. This service will be used when tree service conditions exceed the capabilities of County crews or in other situations as the County deems appropriate.
2. The vendor shall furnish, when requested, all supervision, labor, materials, supplies, tools, equipment, utilities, and services necessary for emergency tree service.
3. All tree service shall be performed in a safe and expedient manner. Accepted industry practice for tree removal and tree trimming operations shall be followed.
4. Tree service, depending upon the directives of the County representative, may also consist of road opening debris barricading operations, and/or the initiation of tree repair/removal, debris disposal and site cleanup operations. Tree work shall be fully completed to eliminate any hazard and to make the area safe for the general public.
5. The vendor will be required to provide and maintain barriers, guards, and lights when and where it is necessary to effectively guard the public from danger as a result of the work being done.
6. Streets and sidewalks in the vicinity of removal operations shall, at a minimum, be coned and have two high-rise signs, one on either end of the work area from the time the work begins until the roadway is fully open to traffic.

F. Responsibilities

1. Responsibility will not rest with any vendor because of unavailability of crew/equipment at the time they are called out by the County.

2. The County of Los Angeles assumes no responsibility for any statements, understandings, or representations made by any of its officers or agents prior to the execution of the contract unless stated in agreement.
3. If a vendor uses any third party to provide service or equipment to the County, it is understood that it shall be the Sole responsibility of such vendor to satisfy all claims or disputes with the third party. All billings and insurance documents required must be from or in the name of the listed vendor (unless approved by the County) and not from the third party.
4. The County, its officers, agents, and employees will not be responsible for loss to vendor by fire, flood, acts of God and accidental or unlawful act of third party.
5. Damage to buildings appurtenances and furnishings must be avoided. Damage caused by Contractor's operations shall be repaired, as directed by the Department of Public Works, at no cost to the County of Los Angeles.
6. Any trees entangled with, in proximity to, or extending through energized power lines, shall be immediately reported to the PWR or engineer. The PWR or engineer will make arrangements for prompt action in conjunction the utility company.
7. Contractor shall comply with Migratory Bird Treaty Act and all other State and Local laws when performing their duties under this Contract.

G. Vendor/County Communication

1. All communications issued by Contract Manager, engineer, or designated representative is binding and all work shall be completed to the satisfaction of the County representative.
2. The County will be responsible for providing the Contractor information regarding the work to be performed and the service location. Modification by the Contractor to the above Specifications shall require approval/clearance from the Public works Contract Manager, engineer, or designated representative.
3. All field supervisors shall have a communication system in their vehicles that will enable The County to contact them. This system must be capable of transmitting and receiving communications. Examples of appropriate communications systems would include either cellular phones or mobile radios in locations where they would function properly. In addition, all emergency supervisors and all crews (one per crew) will be equipped with pagers. A fax machine shall be available at Contractor's office or yard for the purpose of receiving dispatch orders, complaints, etc.

4. The vendor shall be responsible for keeping the County Representative informed of the field location of each crew performing tree service. Said information shall be by telephone or cellular phone. Said communication shall be made to the County representative at an agreed upon location and time.
5. The vendor shall commence work within one month following notification by the Contract Manager, engineer, or designated representative. The vendor shall be given a detailed listing for all worksites at the time of notification by the County or the location where the vendor crews can meet the County representative for work assignment.

H. Crews

1. A standard crew for hourly nonemergency work shall consist, at a minimum, of the following:
 - a. Three laborers
 - b. An aerial bucket
 - c. A dump truck
 - d. Safety devices, as necessary
2. Conduct of crews shall be in a manner which is both courteous and considerate of the public.
3. The vendor will be required to replace any abusive or disorderly employee if requested to do so by the County representative.

I. Equipment

1. Vendor equipment for the following categories shall meet the minimum specifications set by the "State of California - General Industry Safety Orders for Tree Work, Maintenance and Removal."
 - a. Mobile equipment
 - b. Portable power hand tools
 - c. Hand tools
 - d. Personal protective equipment
2. All equipment offered shall be in compliance with Federal, California State Industrial Safety Codes, and Cal/OSHA requirements. Aerial equipment shall be in compliance with California Division of Industrial Safety orders, Cal/OSHA, and Federal ANSI 92.2-1969 standards for vehicles mounted with elevating and rotating aerial devices and shall include dielectric certification for 100 K.V. test. These tests are the responsibility of the Contractor to have done on an annual basis.

3. The vendor is to furnish all repair parts, including filters, and absorb all cost of making repairs. In any instance where the equipment is out of service due to mechanical failure, the hourly rate will not be paid during such period.
4. If requested by the County, the Contractor shall provide additional equipment and operator.

J. Permits, Licenses

Vendor(s) performing work shall have all City, County, State permits, and/or licenses required for his/her equipment and operations. Environmental permits from the regulatory agencies will be provided by the County.

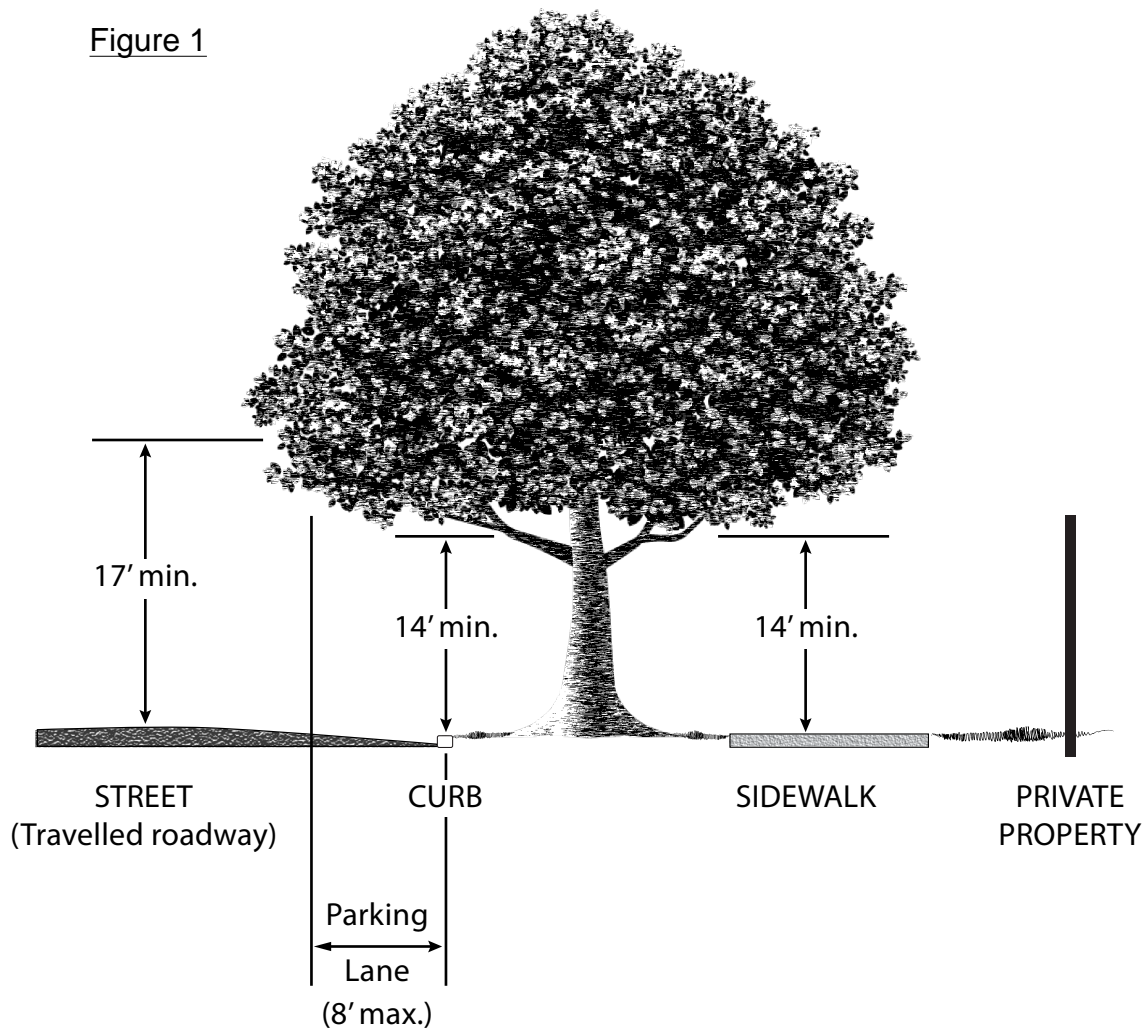
K. Reports

1. The vendor shall prepare and deliver to the County accurately prepared daily work reports showing the dates and locations of hourly work performed, including the number of laborers and equipment hours involved, nature and amount of work performed, the quantities of material used, the number and type of trees maintained (removed, trimmed, etc.), and any other pertinent information.
2. Daily work reports shall be signed by the working foreman and approved by the County representative. All day work reports shall be submitted in triplicate with the following distribution:
 - a. Original copy to be submitted with the invoice.
 - b. Second copy to be retained by the Vendor for his files.
 - c. Third copy to be retained by the PWR or engineer after verification and approval that the indicated work has been performed.
3. Daily reports shall be submitted no later than 4 p.m. on the next workday. Failure to comply with the provisions of this Section will result in withholding payments
4. Hourly rates shall begin when the crew/equipment is available and ready for work at the jobsite and end when vendor is advised crew and/or equipment are no longer needed.
5. The payment for tree services shall be made for those hours actually worked in providing such service only. No allowances will be given for travel time to and from home to the vendor work headquarters.

TREE TRIMMING SPECIFICATION FIGURES
LOS ANGELES COUNTY PUBLIC WORKS

CLEARANCE TRIM

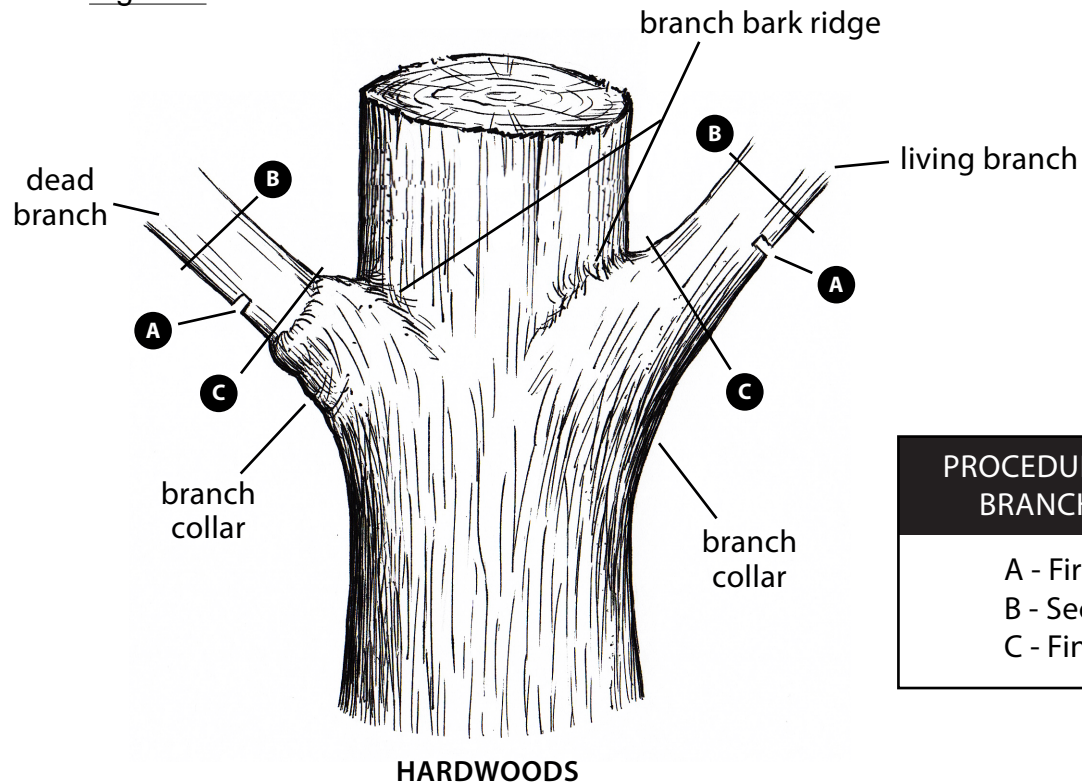
Figure 1



NOTE: At locations where there is no parking lane, the tree shall be trimmed to provide 17' of clearance all the way to the curb or the edge of pavement.

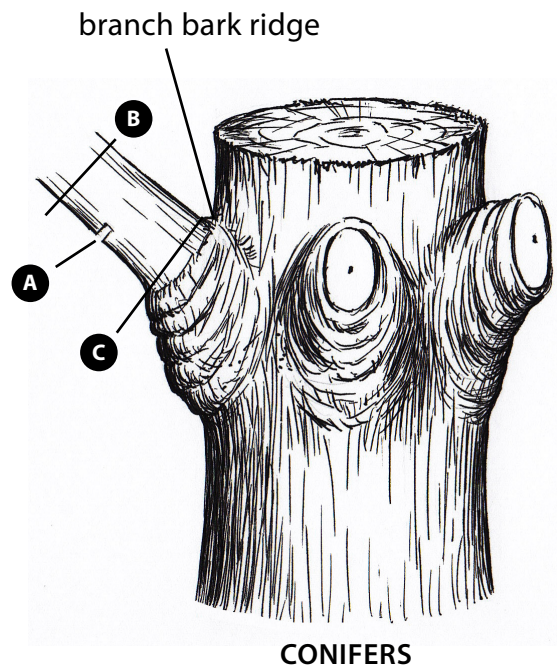
PROPER PRUNING PROCEDURES

Figure 2



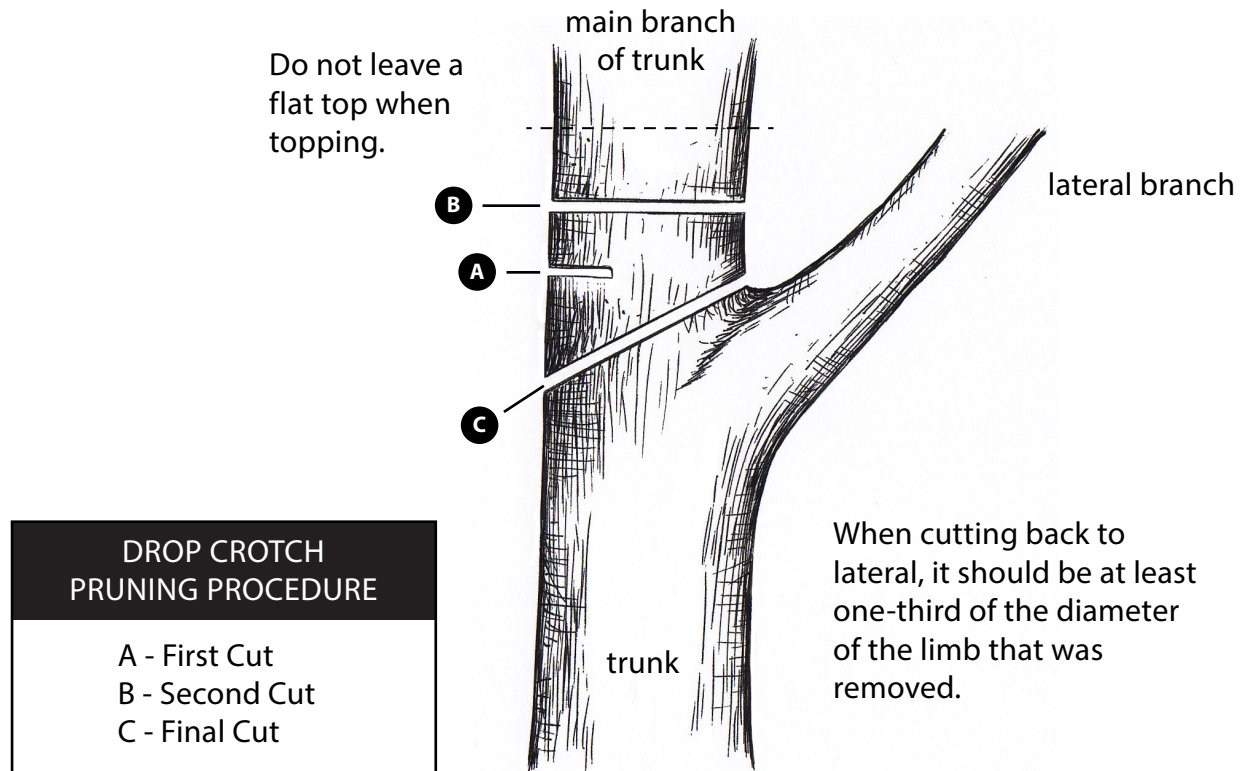
DO NOT

1. Cut behind the branch bark ridge.
2. Leave stubs.
3. Cut the branch collar which is part of the trunk wood.
4. Paint cuts, except for cosmetic reasons, or when specified for sprout regrowth control.



DROP CROTCH PRUNING

Figure 3



Drop Crotch Trimming

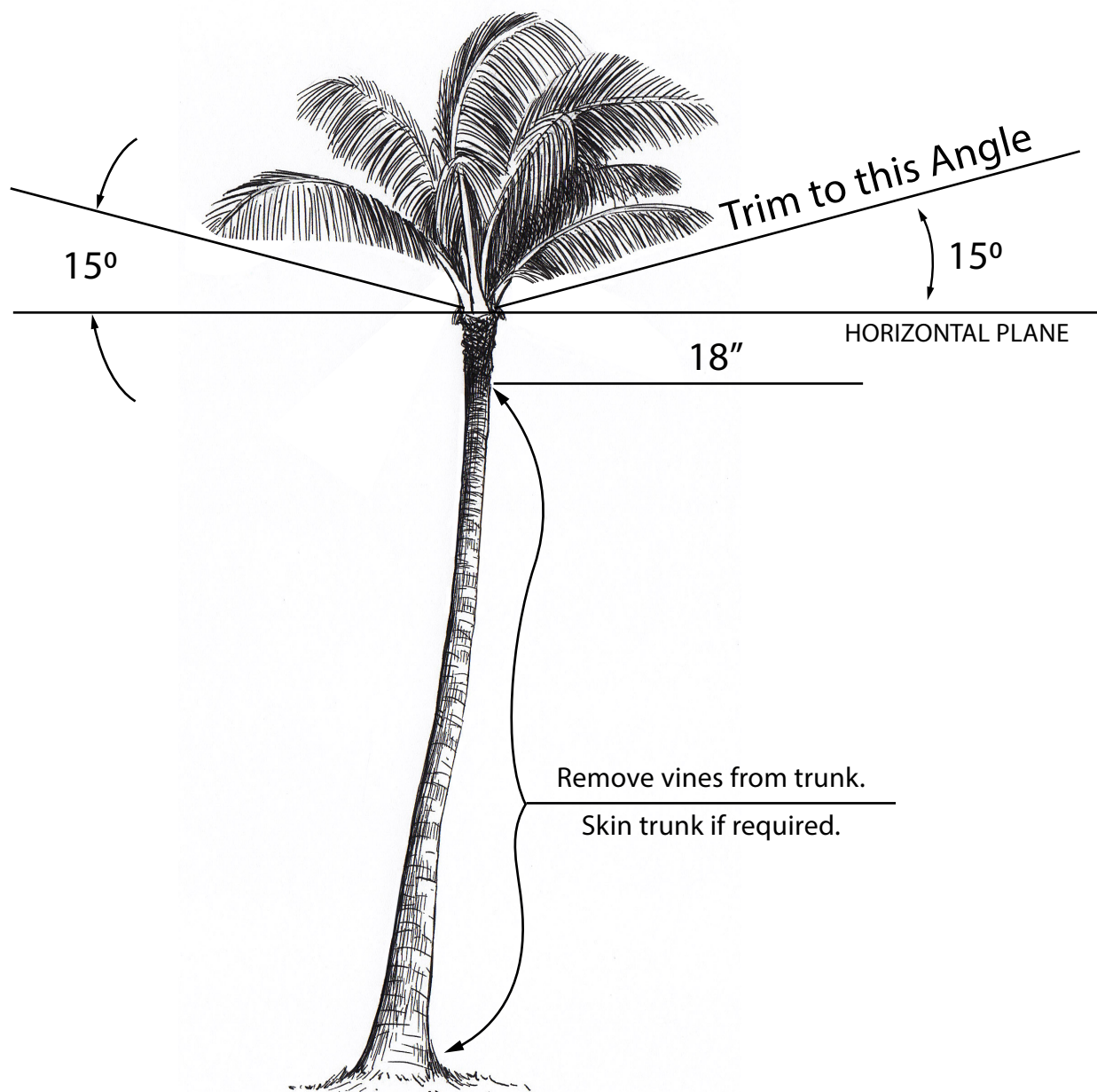
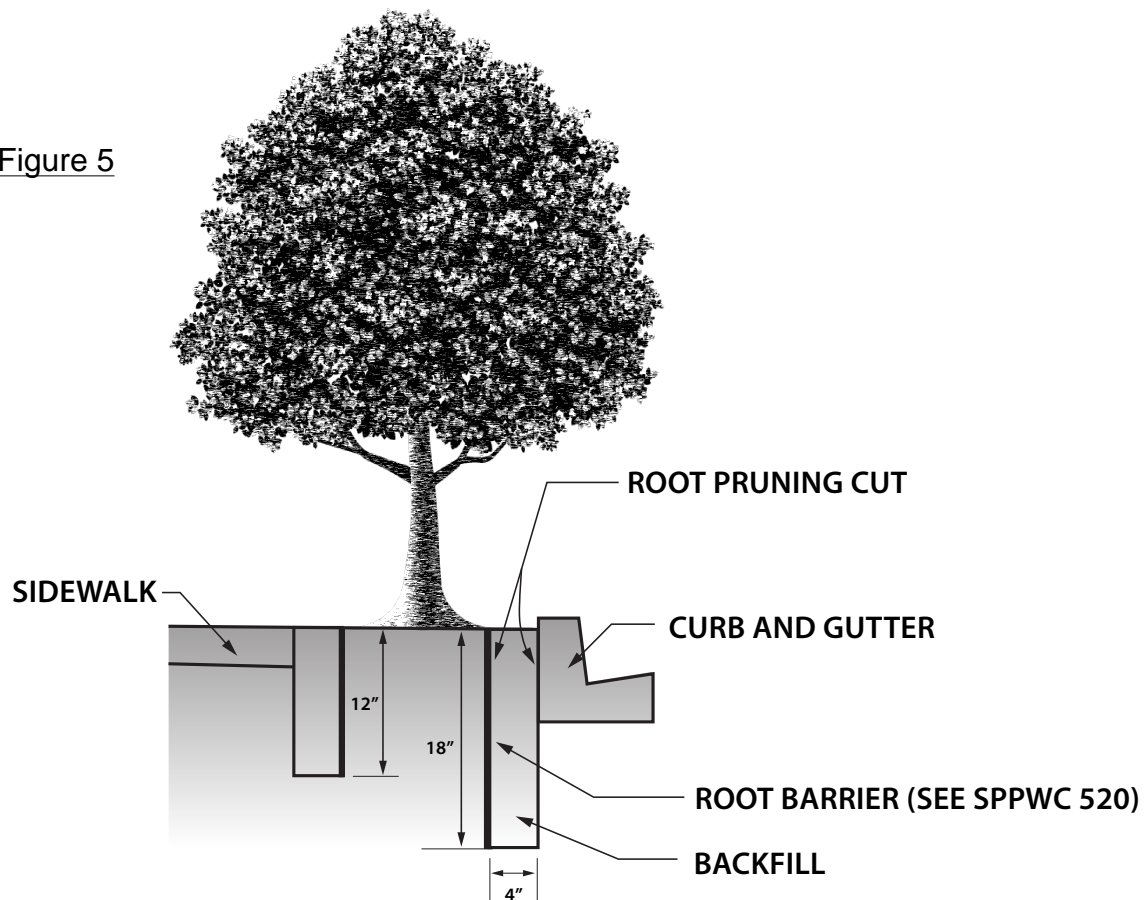
PALM TREE TRIMMINGFigure 4

Figure 5



NOTES

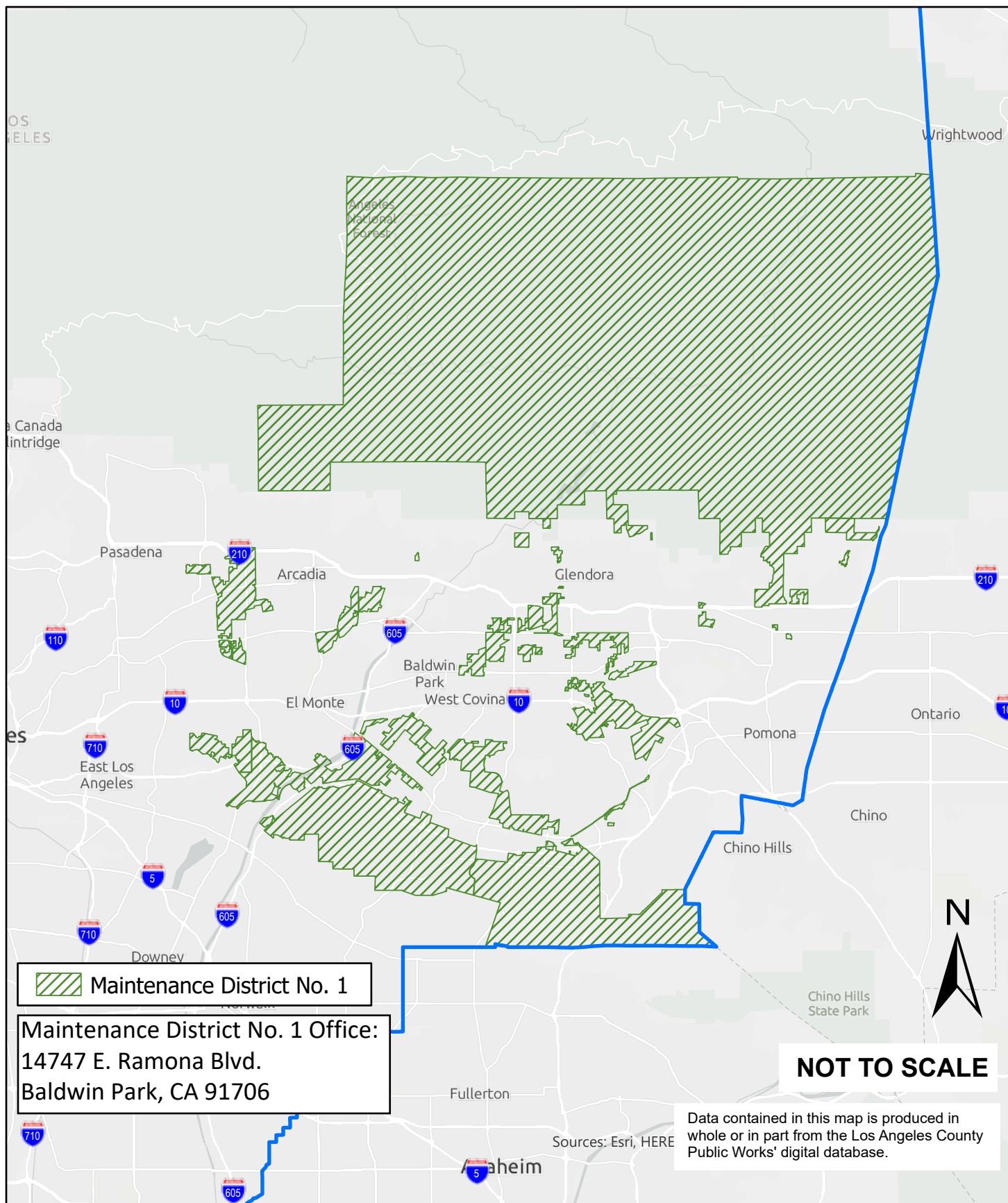
1. WHEN INSTALLING NEW SIDEWALK OR CURB AND GUTTER, ONLY EXISTING PARKWAY TREE ROOTS ADJACENT TO THE NEW CONCRETE WORK SHALL BE ROOT PRUNED AS DETERMINED BY THE DISTRICT TREE SUPERINTENDENT.
2. WHERE EXISTING PARKWAY TREES HAVE BEEN ROOT PRUNED, INSTALL CONTINUOUS, LINEAL ROOT BARRIER ADJACENT TO THE CURB OR SIDEWALK AS DETERMINED BY THE DISTRICT TREE SUPERINTENDENT.
3. LENGTH AND LOCATION OF ROOT BARRIER SHALL BE DETERMINED BY ENGINEER.
4. ROOT SEALER SHALL BE APPROVED BY THE ENGINEER AT LEAST 48 HOURS IN ADVANCE OF THE PRUNING OPERATION. IT SHALL BE APPLIED TO ALL CUT ROOT AREAS WHICH ARE LARGER THAN 50MM (2") IN DIAMETER. THE SEALER SHALL BE APPLIED AS SOON AS PRACTICAL AFTER THE CUTS HAVE BEEN MADE.
5. ROOT BARRIERS SHALL BE FABRICATED FROM A HIGH DENSITY, HIGH IMPACT PLASTIC AND BE EXPRESSLY DESIGNED FOR THE PURPOSE OF ROOT DEFLECTION.



MAINTENANCE DISTRICT AREA MAPS

LOS ANGELES COUNTY, PUBLIC WORKS

Maintenance District 1

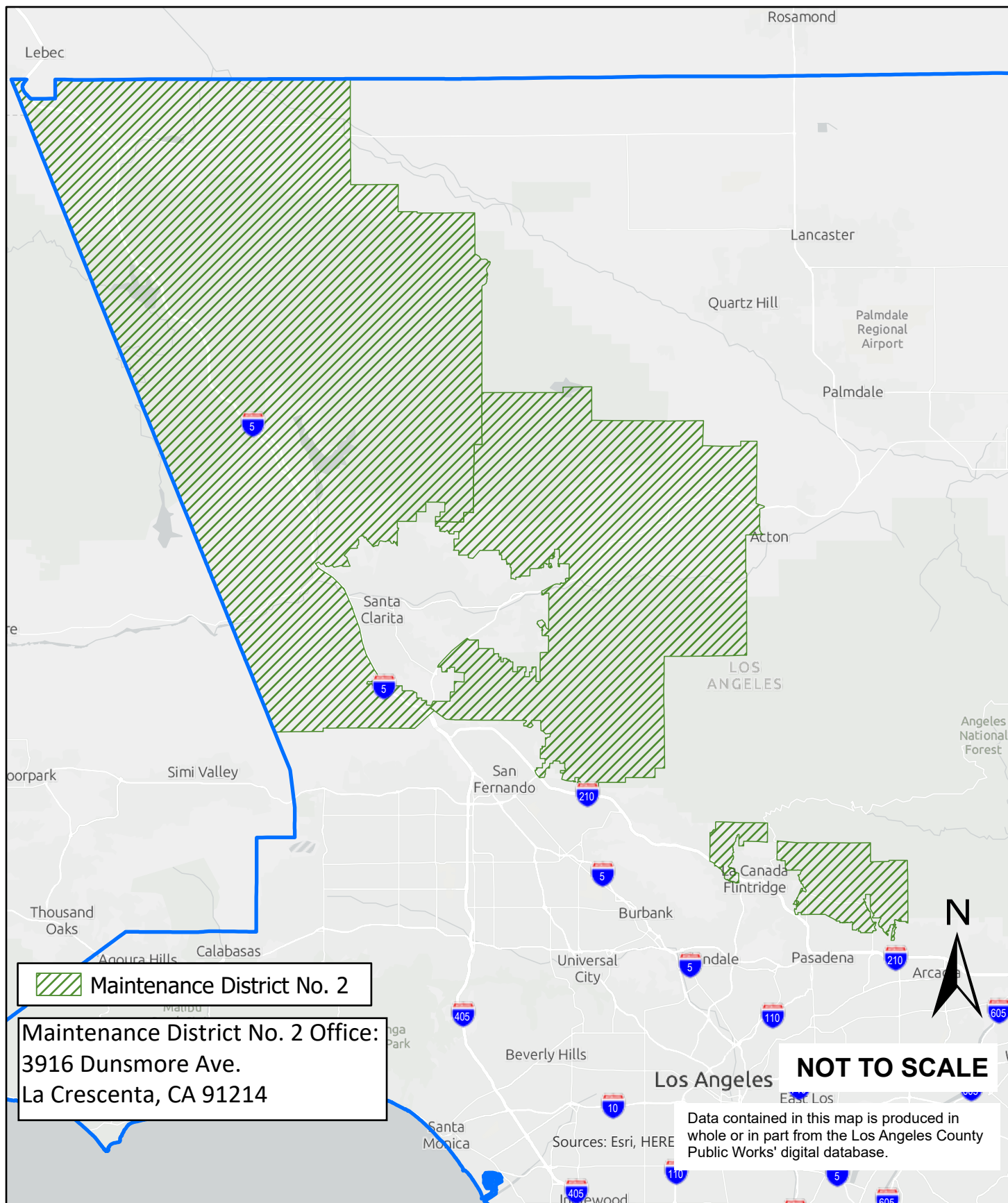




MAINTENANCE DISTRICT AREA MAPS

LOS ANGELES COUNTY, PUBLIC WORKS

Maintenance District 2

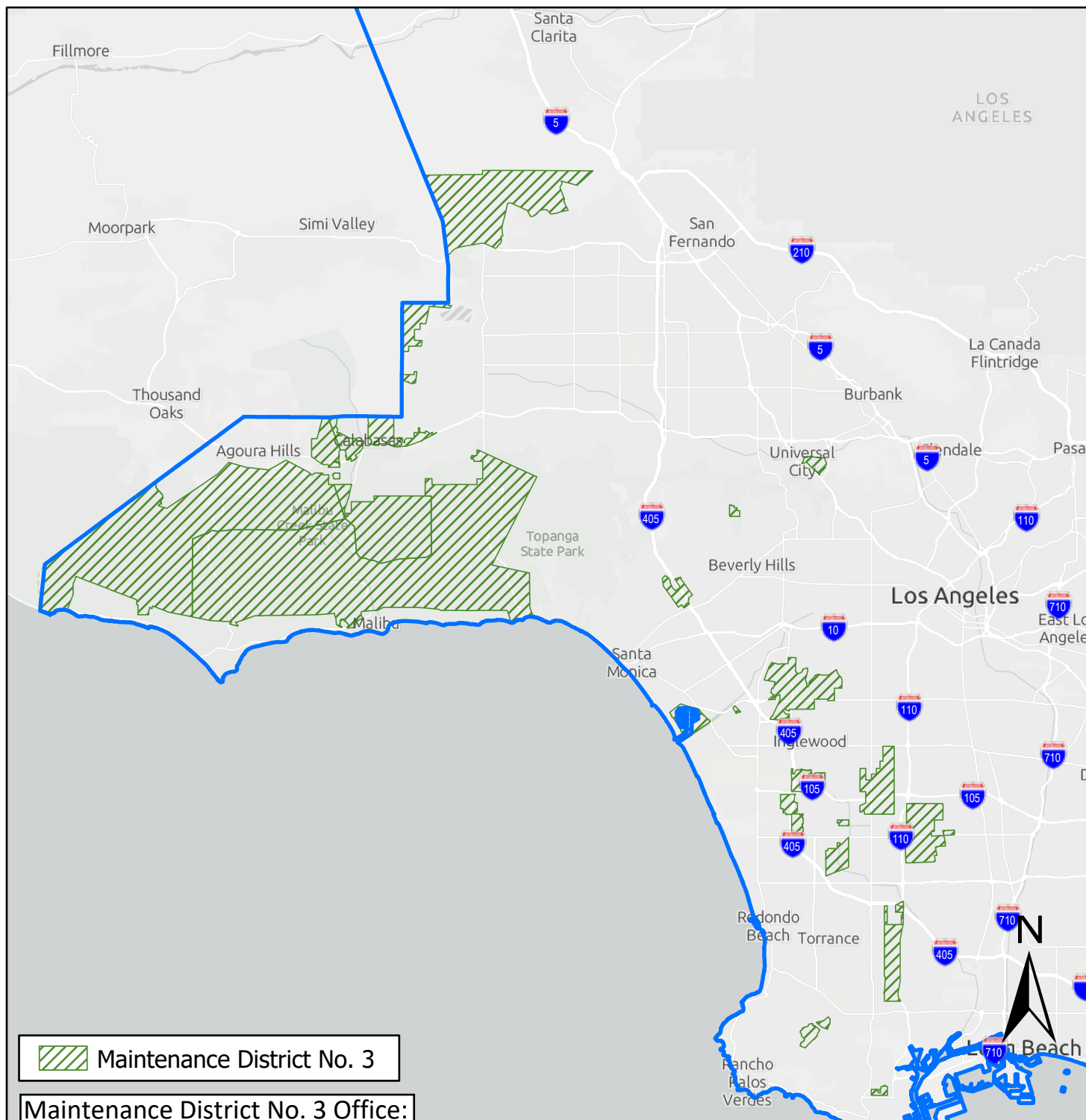




MAINTENANCE DISTRICT AREA MAPS

LOS ANGELES COUNTY, PUBLIC WORKS

Maintenance District 3



 Maintenance District No. 3

Maintenance District No. 3 Office:
5530 W. 83rd St.
Los Angeles, CA 90045

NOT TO SCALE

Sources: Esri, HERE

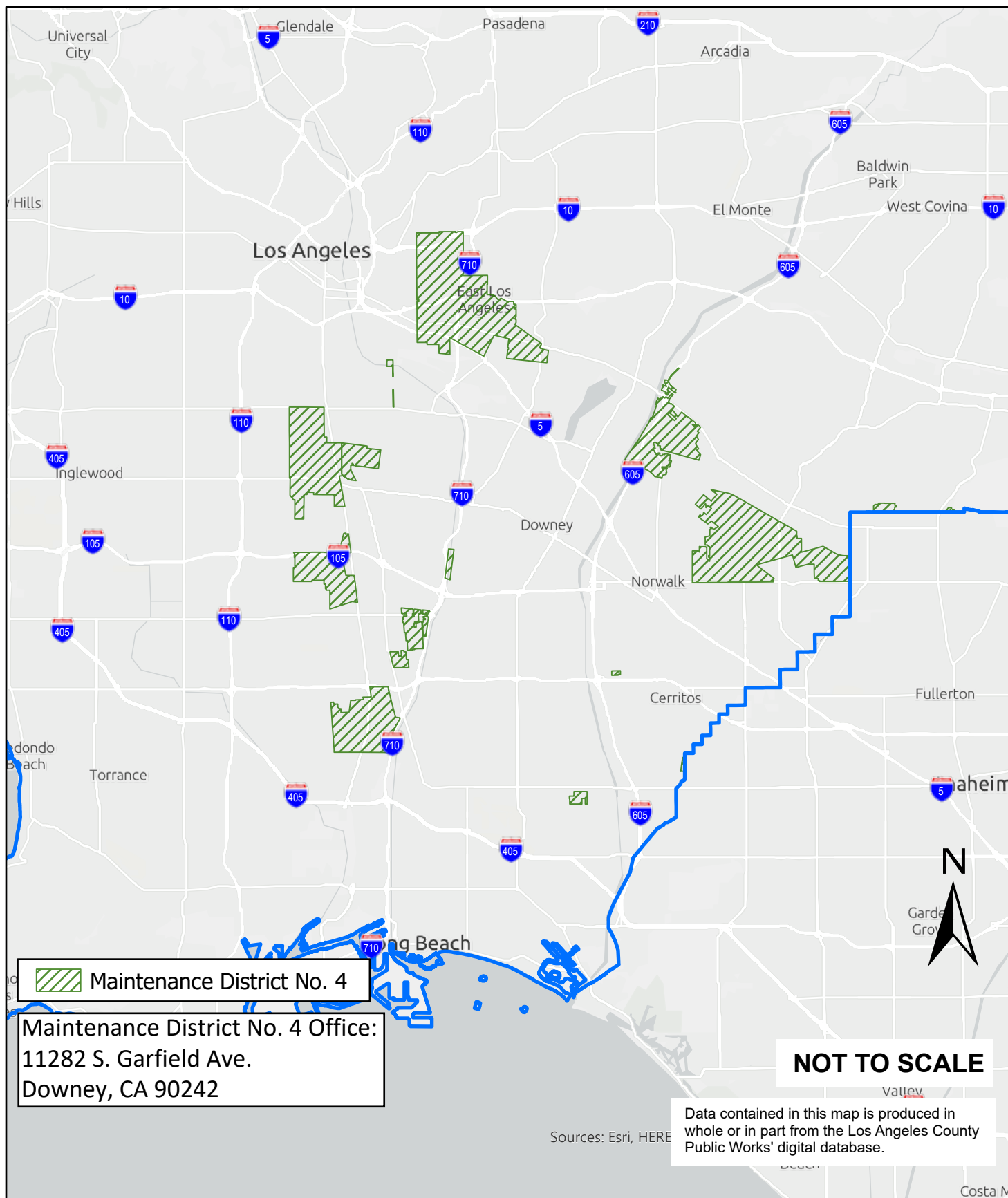
Data contained in this map is produced in whole or in part from the Los Angeles County Public Works' digital database.



MAINTENANCE DISTRICT AREA MAPS

LOS ANGELES COUNTY, PUBLIC WORKS

Maintenance District 4

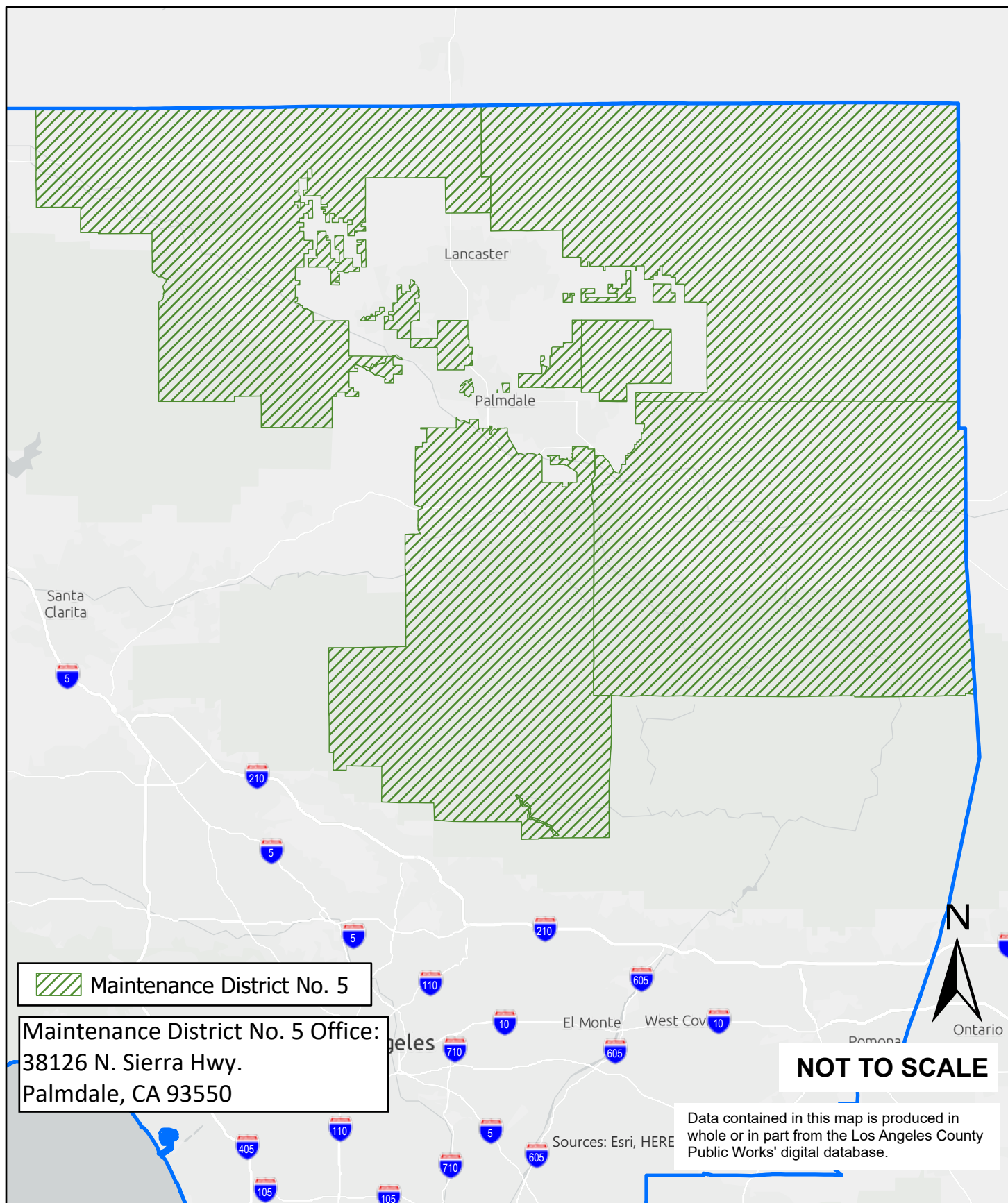




MAINTENANCE DISTRICT AREA MAPS

LOS ANGELES COUNTY, PUBLIC WORKS

Maintenance District 5



Legend

- LACFCD Maintained Area
- LA County Boundary

0 5 10 20 Miles

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community