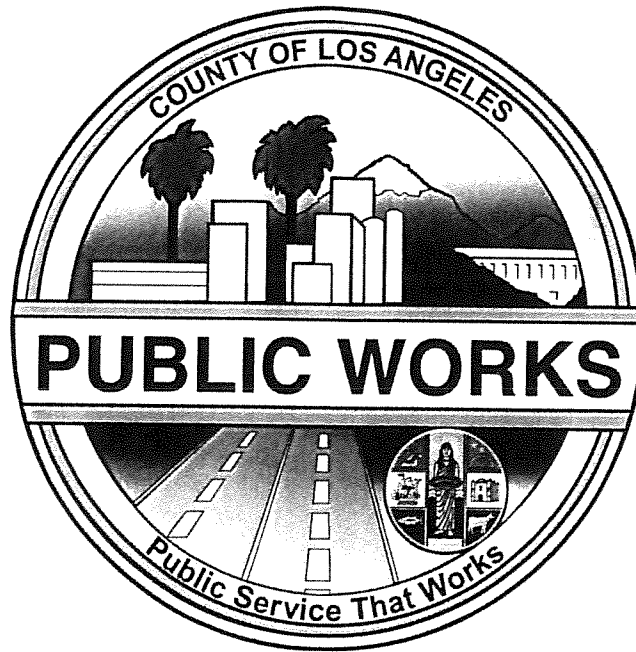


DEPARTMENT EXECUTE

## Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,  
DEPARTMENT OF PUBLIC WORKS

AND

WOODS MAINTENANCE SERVICES, INC.

FOR

FLORENCE AREA ENHANCED MAINTENANCE SERVICES

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**EXHIBIT H.1** Florence Enhanced Maintenance Work Location 2 Map

AGREEMENT FORFLORENCE AREA ENHANCED MAINTENANCE SERVICES (2016-PA021)

THIS AGREEMENT, made and entered into this 4<sup>TH</sup> day of APRIL, 2017, 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 Woods Maintenance Services, Inc., a California Corporation (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 September 21, 2016, hereby agrees to provide services as described in this Contract for Florence Area Enhanced Maintenance Services (2016-PA021).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; 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, Florence Area Enhanced Maintenance Work Location 1 Map; Exhibit H, Florence Area Enhanced Maintenance Work Location 2 Map; 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 of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2.1 through PW-2.5, an amount not to exceed \$260,700 per year or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year commencing on July 1, 2017. The COUNTY shall have the sole option to renew this Contract term for up to four additional one-year periods and six month-to-month extensions, for a maximum total Contract term of five years and six months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

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

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

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

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

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

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

TENTH: No cost-of-living adjustments (COLAs) shall be granted for the optional renewal periods.

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

[illegible]

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

COUNTY OF LOS ANGELES

By *Paul Fidler-Thorne*  
Chairman, Board of Supervisors

ATTEST:

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

By *Lori Glasgow*  
Deputy



APPROVED AS TO FORM:

MARY WICKHAM  
County Counsel

By *Carol Suzuki*  
Deputy

WOODS MAINTENANCE SERVICES,  
INC.

By *B. K. Woods*  
Its President

BARRY K. Woods  
Type or Print Name

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

# 3 4

APR 0 4 2017

*Lori Glasgow*  
LORI GLASGOW  
EXECUTIVE OFFICER

By *Diane W. Woods*  
Its Secretary

Diane W. Woods  
Type or Print Name

# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF Los Angeles }

On 2.18.2017 before me, **J.T.CAMPBELL,** Notary  
Public,

Date

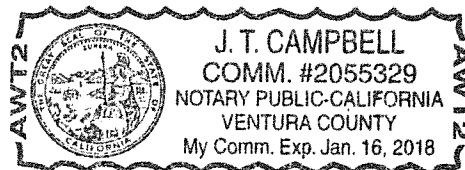
(here insert name and title of the officer)

personally appeared Barry K. Woods +  
Diane W. Woods

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

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

WITNESS my hand and official seal.



Signature: J.T. Campbell (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Document Date: \_\_\_\_\_ Other: \_\_\_\_\_

## SCOPE OF WORK

## FLORENCE AREA ENHANCED MAINTENANCE SERVICES (2016-PA021)

A. Public Works Contract Manager

Public Works Contract Manager (CM) will be Ms. Laura Rockett of Road Maintenance Division who may be contacted at (562) 869-1176, Facsimile (562) 862-3718, or e-mail at [lrockett@dpw.lacounty.gov](mailto:lrockett@dpw.lacounty.gov), Monday through Thursday, 6:30 a.m. to 4 p.m., and alternate Fridays, 6:30 a.m. to 3 p.m. The CM is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the CM. Contractor will be notified in writing when there is a change in the CM.

B. Work Locations - Work Locations 1 and 2 are collectively referred to as "Service Areas."1. Work Location 1

Work Location 1 for this service is within Supervisorial District 1 and shall include all of the area within the public right of way along East Florence Avenue from the street centerline to the south right-of-way boundary between Santa Fe Avenue and Mountain View Avenue; all of the area within public right of way on Pacific Boulevard from East Florence Avenue to the City boundary line; all of the area within public right of way on Walnut Street from 150 feet west of Pacific Boulevard to 150 feet east of Pacific Boulevard; and all of the area within public right of way on Seville Avenue from East Florence Avenue to the City boundary line, see Exhibit G, Work Location 1 Map.

2. Work Location 2

Work Location 2 for this service is within Supervisorial District 2 and shall include all of the area within the public right of way on East Slauson Avenue from the street centerline to the south right-of-way boundary between South Central Avenue and East Compton Avenue; all of the area within public right of way on East Gage Avenue and Nadeau Street between South Central Avenue and Compton Avenue; all of the area within public right of way on East Florence Avenue between Compton Avenue and Wilson Avenue; all of the area within public right of way on East Florence Avenue from the street centerline to the south right-of-way boundary between Wilson Avenue and Santa Fe Avenue; all of the area within public right of way on South Central Avenue from the street centerline to the east right-of-way boundary between East Gage Avenue and East Florence Avenue; all of the area within public right of way on East Compton Avenue between

East Florence Avenue and Nadeau Street; all of the area within public right of way on East Compton Avenue from the street centerline to the West right-of-way boundary between East Florence Avenue and East 71st Street; all of the area within public right of way on Firestone Boulevard between South Central Avenue and the Metro Blue Line; all of the area within public right of way on Hooper Avenue between East Slauson Avenue and East Florence Avenue; and all of the area within public right of way on East Compton Avenue between East Florence Avenue and Nadeau Street, see Exhibit H.1, Work Location 2 Map.

C. Request of Work from Contractor

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

D. Contract Cost

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

E. Work Description

The work to be completed under this Contract targets and removal of consumer-generated trash and litter, stickers, posters, and gum and grease (on the sidewalks and crosswalks); and the removal of weeds including, but not limited to, tree sucker growth. The Contractor shall maintain the service areas in a clean state to enhance the public's desire to shop with the local merchants. The work does not target the removal of trash and litter, which is generated in the normal course of business of the commercial properties in the designated area.

The Contractor shall be available at all reasonable times to report to and confer with Public Works with respect to these enhanced maintenance services. Minimally, the Contractor shall provide a telephone answering service, cell phones, and facsimile machine, within the County, from 8 a.m. to 5 p.m., Monday through Friday, except on County observed holidays, to receive instructions, information, complaints, etc., from Public Works and/or the local merchants. The Contractor's telephone answering service, cell phones, and facsimile location shall have the capacity to timely contact the Contractor's on-site supervisor(s) to relay any instructions, information, complaints, etc. The Contractor's telephone answering service shall also have the ability to speak and understand both Spanish and English.

The Contractor shall provide a seven-day written notice prior of any change to the on-site supervisor(s) to the CM. The Contractor shall provide the on-site supervisor's resume and additional information requested by the CM to validate the experience meets this Contract's Minimum Requirements throughout the Contract term. Any change in on-site supervisor(s) shall be preapproved by CM.

The Contractor's on-site supervisor shall have a thorough knowledge of the requirements of this Scope of Work, Contract requirements, Exhibits, and shall speak and understand both Spanish and English. The Contractor shall perform the enhanced maintenance activities as summarized below:

1. Sweep, clean, and remove pedestrian litter from sidewalks, curbs, and gutters including, but not limited to, public tree wells and remove any weeds and tree sucker growth in accordance to this Exhibit, Section F, Frequency and Workload. The Contractor shall not be expected to replace any trees, unless a tree dies as the result of the Contractor's negligence.
2. Steam clean sidewalk to remove all gum and grime along the entire length of the service areas as defined in Section F, Frequency and Workload.
3. Pressure wash the nonbus stop trash receptacles and benches using a water blasting machine that uses the force of compressed air in conjunction with water on a monthly basis, unless otherwise specified or directed by the CM.
4. Haul collected trash/litter from the service areas to a legal disposal site and pay any necessary disposal fees.
5. Repair, clean, and replace worn or broken parts (i.e., bolts, nonbus stop trash receptacles, and benches), as required, within 48 hours of a problem being identified by the Contractor, merchants, or County. The Contractor shall report to Public Works any hazardous condition in the service areas that they observe promptly and no later than 24 hours (examples include, but are not limited to, exposed anchor bolts, sign post anchors, sidewalk displacement, and missing box lids). The Contractor shall place temporary safety measures, such as delineators, barricades, and/or caution tape as necessary to mark hazardous locations until repairs can be made or Public Works can respond.
6. Repair or replace broken or damaged nonbus stop trash receptacles and benches within the Service Areas, per plan (Exhibit G, Work Location 1 Map and Exhibit H.1, Work Location 2 Map). The County shall allow the Contractor to pass-through the amounts necessary to cover any

part of materials associated with the repair or replacement of this furniture as specified in this Exhibit, Section T, Pass-Through Costs.

7. Provide the enhanced maintenance services according to the frequency and location as further outlined in this Exhibit's Scope of Work, Item F, Frequency and Workload.
8. Provide all necessary workers, supervisors, material supplies, equipment, and any other necessary items required to perform enhanced maintenance services within the service areas.
9. Abate all complaints received from the merchants and/or Public Works related to these enhanced maintenance services with notification to the CM as soon as possible but in all cases within 48 hours to the satisfaction of Public Works. If a complaint cannot be abated within 48 hours, the Contractor shall immediately provide written notification to the CM the reason(s) for not abating the complaint within 48 hours. Complaints received on last workday of the week shall be abated by the end of the second workday following the Contractor's receipt of the complaint.
10. Remove posters and stickers from poles within the service areas as-needed.

**F. Frequency and Workload**

<b>WORK LOCATION 1</b>		
<b>TASK</b>	<b>SERVICE</b>	<b>FREQUENCY</b>
1. Remove pedestrian litter, weeds, etc., at sidewalks, curbs, gutters, planters, nonbus stop benches, etc.	Sweep and remove litter, weeds, tree sucker growth, etc.	Monday or Friday (Weekly), and as-needed
2. Remove all dirt, gum, and grime from nonbus stop trash receptacles and benches and sidewalks.	A. Pressure wash the nonbus stop trash receptacles and benches.  B. Use high pressure steam cleaning for entire length of sidewalks.	A. Monthly and as-needed  B. Twice a month and as-needed
3. Remove posters and stickers from poles.	Remove posters and stickers from poles.	As-needed

**\*All trash receptacles will be emptied by the County's Garbage Disposal District Contractor.**

<b>WORK LOCATION 2</b>		
<b>TASK</b>	<b>SERVICE</b>	<b>FREQUENCY</b>
1. Remove pedestrian litter, weeds, etc., at sidewalks, curbs, gutters, planters, nonbus stop benches, etc.	Sweep and remove litter, weeds, tree sucker growth, etc.	Monday or Friday (Weekly) and as-needed
2. Remove all dirt, gum, and grime from nonbus stop trash receptacles and benches and sidewalks.	A. Pressure wash the nonbus stop trash receptacles and benches.  B. Use high pressure steam cleaning for entire length of sidewalks.	A. Monthly and as-needed  B. Twice a month and as-needed
3. Remove posters and stickers from poles.	Remove posters and stickers from poles.	As-needed

**\*All trash receptacles will be emptied by the County's Garbage Disposal District Contractor.**

1. Workload Estimates

Work Location 1\*

<b>Indicator</b>	<b>Unit</b>	<b>Annually</b>
Sidewalks steam cleaned	sq ft	6,900,000
Rubbish removed from Service Area	tons	50

Work Location 2\*

<b>Indicator</b>	<b>Unit</b>	<b>Annually</b>
Sidewalks steam cleaned	sq ft	10,000,000
Rubbish removed from Service Area	tons	150

\*Workload and quantity figures for Work Locations 1 and 2 are estimates only. Actual units may be more or less than indicated.

2. Quantities within Service Areas

## Work Location 1\*

Item	Quantity
Number of poles	184 poles
Area of sidewalk	190,000 sq ft
Number of nonbus stop benches	40 benches
Number of nonbus stop trash receptacles	37 receptacles

## Work Location 2\*

Item	Quantity
Number of poles	346 poles
Area of sidewalk	460,000 sq ft
Number of nonbus stop benches	79 benches
Number of nonbus stop trash receptacles	136 receptacles

\*Workload and quantity figures for Work Location 1 and 2 are estimates only. Actual quantities may be more or less than indicated.

G. Records Maintenance / Workload Statistics Report

The Contractor shall, as a minimum, maintain and submit to the CM monthly workload statistics along with the invoice for those workload indicators outlined in this Exhibit A, Scope of Work, Section F, Frequency and Workload. The report shall consist of, but not limited to, the following:

1. For sidewalk steam cleaning, workload statistic reports shall include date of task, weekday of task, and number of lineal feet of sidewalk steam cleaned.
2. For nonbus stop trash receptacles and benches, workload statistic reports shall include date of task, weekday of task, and number of nonbus stop trash receptacles and benches pressure washed.

Public Works may request additional workload statistics during the term of this Contract. If the monthly workload statistics are not received in a timely manner, the County may withhold payment on the Contractor's invoice until the receipt of the required statistics. The first monthly workload statistics shall be due no later than 15 days after the first month, commencing from the first day of operation.

H. Hours and Days of Service

Hours of services shall be primarily performed within the 7 a.m. to 5 p.m. time period, Monday through Friday, except County observed holidays at which time the service shall be done before or after such holiday. Please note that not all tasks are required to be performed every day. Work hours or days may be altered when necessary with the approval of the CM. The Contractor must adhere to the workload requirements and frequency schedule as specified in this Exhibit, Section E, Work Description, and Section F, Frequency and Workload. The Contractor shall have adequate employee support to perform the work.

Holidays Observed by the County of Los Angeles are:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Presidents' Day	Veterans Day
Cesar Chavez Day (beginning 2017)	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

I. Equipment

1. Equipment Requirements

The Contractor shall provide the following heavy equipments and hand tools including, but not limited to:

- a) Heavy Equipment (sidewalk cleaning, trash pickup, and steam cleaning)
  - Trucks
  - Pressure Washing Machine (minimum 3000 psi)
  - Steam Cleaner Machine ( or Pressure Washing Machine with Steam Cleaning capability - Delco or equivalent)
- b) Hand Tools
  - Push Brooms
  - Weed Eaters
  - Rakes
  - Shovels
  - Janitor Brooms
  - Dust Pans

- Hand Pruners

2. Service and Support Vehicles

The Contractor shall provide any and all service and support vehicles necessary for adequate operation, maintenance, and supervisory support. These vehicles shall be in good operating condition and appearance.

3. Pressure Wash Vehicles

Water and residuals from pressure washing sidewalks or trash receptacles amenities shall not be allowed to enter the storm drain.

4. Maintenance and Waste Collection Vehicles

The Contractor shall:

- a. Comply with all applicable laws including, but not limited to, County ordinances, State Vehicle Codes, and all conditions and limitations in any permits or licenses under which the Contractor operates.
- b. Use vehicles to collect, transport, and manage/dispose of waste that are so constructed such that liquids and waste do not blow, fall, sift, or leak out of the truck onto the street. Each vehicle shall be equipped with metal bodies and covers.
- c. Use vehicles to collect, transport, and manage/dispose of wastes that are equipped with an adequate shovel and broom.
- d. Keep all vehicles, equipment, tools, and facilities used in the manual collection/management of waste clean and sanitary at all times when not in use.
- e. Comply with all laws and regulations relating to the parking or storage of such vehicles and equipment.
- f. Use vehicles to collect, transport, and manage/dispose of waste that are at all times kept clean, in good mechanical condition, and well painted all to the satisfaction of the CM. All such vehicles must be clearly identified with decals on the exterior right and left front door panels, visible and readable from a distance of 50 feet identifying the Contractor's name and phone number. Any other vehicle signage must be approved by the CM.

- g. Provide and have available at all time vehicles that are leak proof for use in the manual collection and transportation of waste. Each vehicle shall be equipped with metal bodies and covers.
- h. Maintain records of inspections and maintenance of all mechanical equipment used in providing the required services under this Contract, including records of preventive maintenance and repairs performed including those required for the inspections conducted by the County of Los Angeles Department of Health Services, the California Highway Patrol, and those recommended by the manufacturer. All such inspection and maintenance records shall be made available for inspection by the CM.
- i. Be responsible for maintaining established inspection and maintenance procedures to ensure that all manual collection vehicles are safe to operate within the service areas at all times in accordance with the requirements promulgated by the County of Los Angeles Department of Health Services, the California Highway Patrol, the South Coast Air Quality Management District (SCAQMD), the vehicle manufacturer, and all other applicable Federal, State, County, and local laws and regulations.
- j. Possess a sufficient number of manual collection vehicles for collecting in the service areas, including spare vehicles to maintain the collection schedule at all times. Spare vehicles shall be fully fueled and ready to dispatch and replace any vehicle, which breaks down on route within reasonable time of such breakdown. All manual collection vehicles shall be equipped with adequate radio/communication equipment for office-to-field communication.
- k. Require drivers and Subcontractor's drivers, if applicable, to have valid licenses issued by the California Department of Motor Vehicles to operate the specific class of vehicles used in providing the required services. It is the responsibility of the Contractor to monitor the drivers' driving performance and records.

J. Utilities

The County will not provide utilities.

K. Storage Facilities

The County will not provide storage facilities for the Contractor.

L. Removal of Debris

All debris derived from these services shall be removed from Public Works property and become the property of the Contractor. The Contractor shall dispose of all debris from these services in a legally established area appropriate for type of debris being disposed. 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.

Nonstorm water runoff from equipment and vehicle washing or any other activity shall be retained on the construction site and prevented from entering storm drains or watercourses. Best Management Practices (BMPs) will be implemented to prevent nonstorm water discharges.

Construction-related materials, waste, spills, or residues shall be retained on the construction site and prevented from discharging by wind or runoff to streets, adjacent property, storm drains, or watercourses.

The Contractor is subject to enforcement action by Chapter 12.80.630 of the Los Angeles County Code that states, *"Any person, firm, corporation, municipality or district, or any officer or agent of any firm corporation, municipality or district violating any provision of this chapter shall be guilty of a misdemeanor. Such violation shall be punishable by a fine of not more than \$1,000 or by imprisonment in the county jail for a period not to exceed six months or by both fine and imprisonment. Each day during any portion of which such violation is committed, continued or permitted shall constitute a separate offense and shall be punishable as such (Ord. 98- 0021§1(part), 1998)."* LACDPW applies this code to all their construction projects.

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

M. Best Management Practices

BMPs shall be defined as any program, technology, process, siting criteria, operating method, measure, or device, which controls, prevents, removes, or reduces the pollution of storm water. The Contractor shall obtain and refer to the

latest edition of the Los Angeles County Department of Public Works BMPs Manual and addenda thereto issued throughout the duration of the Contract Term. Copies of this publication are available for purchase from:

County of Los Angeles  
Department of Public Works  
Cashiers Office  
900 South Fremont Avenue  
Alhambra, CA 91803  
Telephone (626) 458-6959

The Contractor shall have a minimum of two readily accessible copies of this publication on the project site at all times.

The Contractor shall implement the following BMPs for the prevention of storm water pollution in conjunction with all its activities and operations:

MATERIAL MANAGEMENT

WM001      Material Delivery  
WM002      Material Use  
WM004      Spill Prevention and Control

WASTE MANAGEMENT

WM 005      Solid Waste Management  
WM 006      Hazardous Waste Management  
WM 009      Sanitary/Septic Waste Management

VEHICLE AND EQUIPMENT MANAGEMENT

NS 008      Vehicle and Equipment Cleaning  
NS 009      Vehicle and Equipment Fueling  
NS 010      Vehicle and Equipment Maintenance

Additional BMPs may be required as a result of a change in actual field conditions, Contractor activities, or construction operations. When more than one BMP is listed under each specific BMP category, the Contractor shall select the appropriate and necessary number of BMP within each category in order to achieve the BMP objective.

The Contractor, as a permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, private citizens, and citizen groups. The County will deduct, from payments due the Contractor, the total amount of any fines levied on the County,

plus legal fees, staff costs, and consultants fees as a result of the Contractor's noncompliance with these provisions and/or less than complete implementation of the specified BMP.

N. Special Safety Requirements

All Contractor personnel shall be expected to observe all applicable State of California Occupational Safety and Health Administration (Cal/OSHA) and Public Works' safety requirements while at Public Works' jobsites.

Hard hats and reflective safety vests shall be worn at all times. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required. All safety precautions shall be in place before work is to be started.

The Contractor shall supply its personnel with safety equipment, such as glasses, gloves, head gear, respirators, etc.

The Contractor shall use rotating lights for its trucks/vans while performing work under this Contract.

Materials and method of installation shall be in strict accordance with the applicable requirements of State and Local Authorities, the Utility Company, and the National Fire Protection Association (NFPA) 70, and National Electrical Code. The installation must pass all inspections and will be subject to the approval of Authority Having Jurisdiction (AHJ) or CM.

O. Safety Standards

All Contractor's personnel shall be obligated to adhere to the following quality control and safety standards while performing these requested enhanced maintenance services:

1. The Contractor's personnel shall wear uniforms acceptable to the County. Gang attire, gang affiliation symbols, loose clothing, etc., shall not be permitted.
2. All Contractor's personnel shall wear proper footwear. No sandals, thongs, etc., shall be allowed.
3. Safety vests shall always be worn by those providing these enhanced maintenance services. Safety goggles shall be worn by anyone operating water-blasting equipment. Only trained personnel shall be allowed to operate the water-blasting equipment.
4. Should any portion of a street/alley be required to be blocked off to perform these enhanced maintenance services, the Contractor shall use

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Florence Area Enhanced  
Maintenance  
2016-PA021

Public Works-approved barricades and 24-inch cones. However, the street/alley shall not be closed off.

5. Use of drugs or alcohol while performing these enhanced maintenance services is prohibited. Use of drugs or alcohol shall be cause for the County to direct the Contractor to remove the employee from this Project.
6. Horseplay, shoving, pushing, etc., shall not be allowed.
7. It shall be the Contractor's responsibility to develop and implement traffic control 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 needed. The Contractor will provide all necessary items (e.g., signs, delineators, barricades, flashing arrow signs, flagpersons, etc.) to accomplish this task. All street closures, detours, lane closures, signs, lights and other Temporary Traffic Control (TTC) devices shall conform to the California Manual on Uniform Traffic Control Devices, unless otherwise directed by the CM.

[http://www.dot.ca.gov/hq/traffops/engineering/mutcd/ca\\_mutcd2014rev1.htm](http://www.dot.ca.gov/hq/traffops/engineering/mutcd/ca_mutcd2014rev1.htm), and the State of California Standard Plans.

[http://www.dot.ca.gov/hq/esc/oe/project\\_plans/HTM/stdplns-US-customary-units-new10.htm](http://www.dot.ca.gov/hq/esc/oe/project_plans/HTM/stdplns-US-customary-units-new10.htm)

Public Works will furnish any necessary "No Parking" sign(s) at no cost to the Contractor if such signs are warranted for the activities and operations of the Contractor. Signs shall be installed by the Contractor after approval for such by the CM. Signs shall be installed for each activity or operation, unless such activities or operations will occur within two working days of each other. Signs shall be posted a minimum of 48 hours in advance of the start of each "No Parking" restriction. It shall be the Contractor's responsibility to allow passage of public transit coaches through operation areas at all times. For the Metropolitan Transportation Authority (MTA), the Contractor shall notify the Stops and Zones Representative at (213) 972-7100 at least 48 hours prior to activities and operations at bus stop zones to allow the MTA to temporarily abandon and relocate bus stop zones within the activities and operations area.

The Contractor shall comply with all applicable State and County requirements for the closure or partial closure of streets. The Contractor shall provide flag persons and watch persons as required to control traffic and advise the public of detours and operation hazards. The Contractor shall also be responsible for compliance with all applicable public safety requirements, which may arise during maintenance operations.

Any action on the part of the CM in directing the Contractor's attention to any inadequacy of the required TTC devices and services or any action of Public Works to alleviate the Contractor's inadequacies shall not relieve the Contractor from its responsibility for public safety or abrogate its obligation to provide and maintain these devices and services. If the Contractor fails to provide and maintain these devices and services and Public Works is required to alleviate said condition, the total charges of labor, equipment, and materials including overhead and transportation, accrued by Public Works for such work will be deducted from any monies due the Contractor.

The Contractor shall be responsible for maintaining TTC devices in their proper positions at all times. The Contractor shall replace, repair, or clean such devices whenever necessary in order to ensure and preserve their appearance and functionality.

P. Maps

Supervisory District 1 – Florence Area Work Location 1 (see Exhibit G)  
Supervisory District 2 – Florence Area Work Location 2 (see Exhibit H.1)

Q. Responsibilities of the Contractor

At all times during the Contract term:

1. The Contractor's on-site supervising employee(s) shall have a minimum of three years of experience performing work in the areas of consumer-generated trash and litter removal and gum and grease removal on the sidewalks and crosswalks. Multiple on-site supervisors can be listed to comprehensively meet these requirements.
2. The Contractor shall maintain a valid and active State of California Contractor's Class C-61, subcategory D-38 (Sand and Water Blasting) license.
3. The Contractor and/or its Subcontractor(s) shall maintain a valid and active Waste Collector Permit issued by the County Department of Public Health (DPH).
4. The Contractor shall maintain the required insurance and coverage as specified in Exhibit B, Section 5, Indemnification and Insurance Requirements, during the entire term of this Contract. At any time during

the term of this Contract if there is a lapse in insurance coverage, the Contractor shall immediately suspend work and notify the CM.

R. Responsibilities of Public Works

The County will determine the need for, and provide, jobsite inspection. Public Works Road Maintenance Division – Road Maintenance District 4 will make regular inspections and verify that the requested work has been completed according to this Exhibit A, Scope of Work, before monthly payment will be authorized. In accordance with Exhibit F, Performance Requirement Summary, payment will be withheld if Specifications, Requirements, Terms, and/or Conditions of this Contract are not met by the Contractor. The CM or Public Works Representative may accompany the Contractor's crews conducting work and serve as an observer and quality control person at the jobsite.

S. Additional Work/Locations

1. The CM may authorize the Contractor to perform additional work including, but not limited to, adding Service Area(s) or performing repairs and replacements when the need for such work arises out of extraordinary incidents, such as vandalism, acts of God, third-party negligence, or any unanticipated or unforeseen need. If the CM determines such additional work can be obtained in whole or in part by temporarily modifying the Contractor's tasks and work schedules, he or she may direct such modification.
2. Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. The Contractor's labor rate(s) must be as stated in the Forms PW-2.1 through 2.6, Schedule of Prices, for As-Needed Tasks. No additional work shall commence without written authorization from the CM. However, when a condition threatens imminent injury to the public or damage to property, the CM may orally authorize the work to be performed upon receiving an oral estimate from the Contractor. Within 24 hours after receiving an oral authorization, the Contractor shall submit a written estimate to the CM for approval.

T. Pass-Through Costs

The County recognizes that there are items not covered under this Contract for which the Contractor is not compensated under the Schedule of Prices, Forms PW-2.1 through 2.6. The County shall allow the Contractor to pass-through the amounts necessary to cover purchases preapproved by the CM. In order to be eligible for pass-through costs, the Contractor shall present documentation of the equipment and cost to the CM for consideration. The Contractor shall obtain CM's written approval of the equipment/parts and cost prior to the purchasing of

the equipment. Claims for payment of pass-through costs shall include all supporting documentation of costs, approvals, and copies of vendor invoices. Any damage resulting from the Contractor's negligence, shall be repaired, replaced, or remedied at the Contractor's expense.

The Contractor shall assure that all materials, parts, and equipment supplied shall be free from defects. Should defects and/or failures appear within one year after work completion, the Contractor shall, at its expense, rectify such defects and/or failures and make all replacements and adjustments that are required.

U. Project Safety Official

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

N. Liquidated Damages

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

work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the proposal price.

- d. The parties are not under any compulsion to Contract.
  - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract.
  - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work.
  - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
- 3. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the amount shown in Exhibit F, Performance Requirements Summary. Should an inconsistency be determined between Exhibit A, Scope of Work, and Exhibit F, Performance Requirements Summary, the higher service level, in the judgment of Public Works, shall prevail.
  - 4. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$500 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provide in this Contract.
  - 5. In addition to the above, Public Works may use Exhibit F, Performance Requirements Summary, to evaluate Contractor's performance.

**SCHEDULE OF PRICES  
FOR  
FLORENCE AREA ENHANCED MAINTENANCE SERVICES (2016-PA021)**

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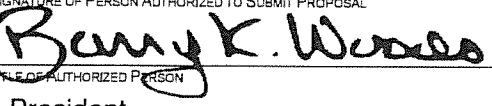
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<b>TASK 1:</b> <u>WORK LOCATION 1:</u> Enhanced maintenance services in Florence Avenue Enhancement Project Work Location 1	\$ 10,600	X 12	\$ 127,200
<b>TASK 2:</b> <u>WORK LOCATION 2:</u> Enhanced maintenance services in Florence Avenue Enhancement Project Work Location 2.	\$ 10,600	X 12	\$ 127,200

**As-Needed Work: Must be performed only with prior authorization by Contract Manager.**

<b>TASK DESCRIPTION:</b>	<b>HOURLY PRICE</b>	<b>ESTIMATED NO. OF HOURS</b>	<b>PROPOSED PRICE (HOURLY PRICE X ESTIMATED NO. OF HOURS)</b>
<b>TASK 3:</b> Steam cleaning/pressure washing	\$ 18.00	100	\$ 1,800
<b>TASK 4:</b> Repair, clean, and replace worn or broken street furniture	\$18.00	100	\$1,800
<b>TASK 5:</b> Litter and debris pickup	\$ 18.00	50	\$ 900
<b>TASK 6:</b> Remove posters and stickers from poles	\$ 18.00	100	\$ 1,800

**TOTAL PROPOSED ANNUAL PRICE**      \$ 260,700  
**(INCLUDING TASK 1 - 6)**

SCHEDULE OF PRICES  
FOR  
FLORENCE AREA ENHANCED MAINTENANCE SERVICES (2016-PA021)

LEGAL NAME OF PROPOSER Woods Maintenance Services, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON President		
DATE January 23, 2017	STATE CONTRACTOR'S LICENSE NUMBER 741322	LICENSE TYPE B; C33; C61/D38; C61/D49; C61/D63; C27; C61/D52
PROPOSER'S ADDRESS 7260 Atoll Avenue North Hollywood, CA 91605		
PHONE 818-764-2515	FACSIMILE 818-764-2516	E-MAIL request@graffiticontrol.com

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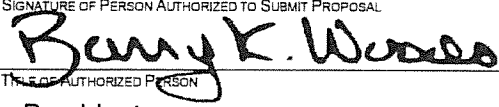
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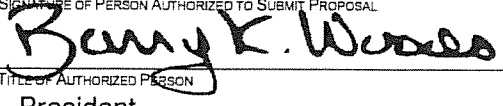
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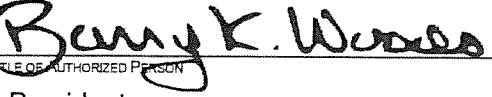
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**EXHIBIT A.1****FORM PW-2.4  
Option Year 3  
(7/1/20 – 6/30/21)****SCHEDULE OF PRICES  
FOR  
FLORENCE AREA ENHANCED MAINTENANCE SERVICES (2016-PA021)**

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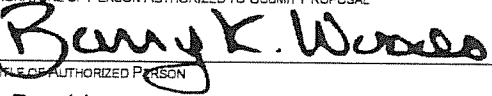
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<b>TASK 2:</b> <u>WORK LOCATION 2:</u> Enhanced maintenance services in Florence Avenue Enhancement Project Work Location 2.	\$ 10,600	X 12	\$ 127,200

**As-Needed Work: Must be performed only with prior authorization by Contract Manager.**

<b>TASK DESCRIPTION:</b>	<b>HOURLY PRICE</b>	<b>ESTIMATED NO. OF HOURS</b>	<b>PROPOSED PRICE (HOURLY PRICE X ESTIMATED NO. OF HOURS)</b>
<b>TASK 3:</b> Steam cleaning/pressure washing	\$ 18.00	100	\$ 1,800
<b>TASK 4:</b> Repair, clean, and replace worn or broken street furniture	\$18.00	100	\$1,800
<b>TASK 5:</b> Litter and debris pickup	\$ 18.00	50	\$ 900
<b>TASK 6:</b> Remove posters and stickers from poles	\$18.00	100	\$1,800

**TOTAL PROPOSED ANNUAL PRICE**      \$ 260,700  
**(INCLUDING TASK 1 - 6)**

SCHEDULE OF PRICES  
FOR  
FLORENCE AREA ENHANCED MAINTENANCE SERVICES (2016-PA021)

LEGAL NAME OF PROPOSER Woods Maintenance Services, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON President		
DATE January 23, 2017	STATE CONTRACTOR'S LICENSE NUMBER 741322	LICENSE TYPE B; C33; C61/D38; C61/D49; C61/D63; C27; C61/D52
PROPOSER'S ADDRESS 7260 Atoll Avenue North Hollywood, CA 91605		
PHONE 818-764-2515	FACSIMILE 818-764-2516	E-MAIL request@graffiticontrol.com

**SUMMARY SHEET FOR SCHEDULE OF PRICES  
FOR  
FLORENCE AREA ENHANCED MAINTENANCE SERVICES (2016-PA021)**

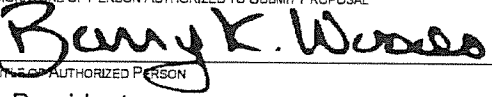
The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, supplies, and disposal fees 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.

**NOTE:** Proposer must provide pricing for ALL contract terms including the 5<sup>th</sup> term. Any submitted Proposals that does not include pricing for all terms may be rejected at the sole discretion of the County.

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 makes 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.

	<b>TERMS</b>	<b>ANNUAL PRICE FOR EACH TERM</b>
1	FLORENCE AREA ENHANCED MAINTENANCE SERVICES – INITIAL TERM	\$260,700
2	FLORENCE AREA ENHANCED MAINTENANCE SERVICES – OPTION YEAR 1	\$260,700
3	FLORENCE AREA ENHANCED MAINTENANCE SERVICES – OPTION YEAR 2	\$260,700
4	FLORENCE AREA ENHANCED MAINTENANCE SERVICES – OPTION YEAR 3	\$260,700
5	FLORENCE AREA ENHANCED MAINTENANCE SERVICES – OPTION YEAR 4	\$260,700
<b>TOTAL PRICE FOR TERMS 1-5</b>		<b>\$1,303,500</b>

SUMMARY SHEET FOR SCHEDULE OF PRICES  
FOR  
FLORENCE AREA ENHANCED MAINTENANCE SERVICES (2016-PA021)

LEGAL NAME OF PROPOSER Woods Maintenance Services, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
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DATE January 23, 2017	STATE CONTRACTOR'S LICENSE NUMBER 741322	LICENSE TYPE B; C33; C61/D38; C61/D49; C61/D63; C27; C61/D52
PROPOSER'S ADDRESS 7260 Atoll Avenue North Hollywood, CA 91605		
PHONE 818-764-2515	FACSIMILE 818-764-2516	E-MAIL request@graffiticontrol.com

POSITION/TITLE *	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS (52 x Hrs per wk)	HOURLY WAGE RATE **	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
(LIST EACH EMPLOYEE SEPARATELY)											
Pressure Washing Technician		8	8	8	8	8		40	2080	\$16.00	\$ 33,280.00
Pressure Washing Technician		8	8	8	8	8		40	2080	\$16.00	\$ 33,280.00
Pressure Washing Technician		8	8	8	8	8		40	2080	\$16.00	\$ 33,280.00
Pressure Washing Technician		8	8	8	8	8		40	2080	\$16.00	\$ 33,280.00
Quality Control Inspector		2		2		2		6	312	\$21.00	\$ 6,552.00
Contract Supervisor/Project Manager			1		1			2	104	\$26.00	\$ 2,704.00
As Needed Work								N/A	350	\$18.00	\$ 6,300.00
											\$
											\$
											\$
Comments/Notes:											
										Total Annual Salaries	\$ 148,676.00
										(1) Vacations, Sick Leave, Holiday	\$ 10,980.00
										(2) Health Insurance	\$ 8,320.00
										(3) Payroll Taxes & Workers' Compensation	\$ 27,000.00
										(4) Welfare and Pension	\$
										Total Annual Employee Benefits (1+2+3+4)	\$ 46,300.00
										(5) Equipment Costs	\$ 10,500.00
										(6) Service and Supply Costs	\$ 9,750.00
										(7) General and Administrative Costs	\$ 19,000.00
										(8) Profit	\$ 26,474.00
										Total Annual Other Costs (5+6+7+8)	\$ 65,724.00
										TOTAL ANNUAL PRICE	\$ 260,700.00

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

\*\* Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program.

Note: This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

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

Woods Maintenance Services, Inc.

Benny K. Woods

Signature

January 23, 2017

Date

Name of Proposer

Pages 1 of 5

POSITION/TITLE *	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	ANNUAL COST
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								(4) Welfare and Pension			\$
								Total Annual Employee Benefits (1+2+3+4)			\$ 46,300.00
								(5) Equipment Costs			\$ 10,500.00
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								(8) Profit			\$ 26,474.00
								Total Annual Other Costs (5+6+7+8)			\$ 65,724.00
								TOTAL ANNUAL PRICE			\$ 260,700.00

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

\*\* Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program.

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Woods Maintenance Services, Inc.

Benny K. Woods

Signature

January 23, 2017

Date

Name of Proposer

Pages 2 of 5

JUL. 1, 2019 - JUN. 30, 2020

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: FLORENCE AREA ENHANCED MAINTENANCE SERVICES (2016-PA021)

PROPOSER: Woods Maintenance Services, Inc.

POSITION/TITLE *	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	ANNUAL COST
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Woods Maintenance Services, Inc.



Name of Proposer

January 23, 2017

Date

Pages 3 of 5

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: FLORENCE AREA ENHANCED MAINTENANCE SERVICES (2016-PA021)

PROPOSER: Woods Maintenance Services, Inc.

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Woods Maintenance Services, Inc.



Name of Proposer

January 23, 2017

Date

Pages 4 of 5

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: FLORENCE AREA ENHANCED MAINTENANCE SERVICES (2016-PA021)

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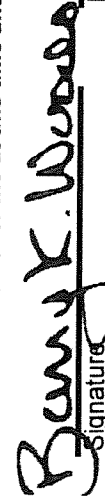
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Woods Maintenance Services, Inc.



Name of Proposer

January 23, 2017

Date

Pages 4 of 5

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

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

B. Definitions

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

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

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

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, County of Los Angeles Department of 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. County of Los Angeles Department of 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, and no spouse or economic dependent of such employee 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, 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 implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either Contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employee on Reemployment List

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, 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.
2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees shall be given first priority.

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

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

M. Contractor's Charitable Activities Compliance

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

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

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

O. Contractor Performance Evaluation/Corrective Action Measures

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

P. Damage to County Facilities, Buildings, or Grounds

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

by County, for such repairs shall be repaid by Contractor by cash payment upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

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

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

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

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

X. Nonexclusivity

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

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

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

Z. Notice of Delays

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

AA. Notice of Disputes

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

BB. Notice to Employees Regarding the Federal Earned Income Credit

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

CC. Notices

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

Contracting Manager, Contracts and Business Affairs Division  
County of Los Angeles Department of 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.
4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County Contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County Contracts. The Contractor further acknowledges that the

foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the

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

GG. Recycled-Content Paper Products

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

HH. Contractor's Employee Criminal Background Investigation

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

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

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

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

II. Subcontracting

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

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

### SECTION 3

#### TERMINATIONS/SUSPENSIONS

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

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

B. Termination/Suspension for Convenience

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

this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination/Suspension for Default

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

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

D. Termination/Suspension for Improper Consideration

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

E. Termination/Suspension for Insolvency

1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:
  - a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy

Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.

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

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

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

G. Termination/Suspension for Nonappropriation of Funds

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

## SECTION 4

### GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

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

B. Cooperation

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

C. Cooperation and Collateral Work

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

D. Equipment, Labor, Supervision, and Materials

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

E. Gratuitous Work

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

F. Jobsite Safety

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

G. Labor

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

H. Labor Law Compliance

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

I. Overtime

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

J. Permits/Licenses

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

K. Prohibition Against Use of Child Labor

1. Contractor shall:

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

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

L. Public Convenience

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

M. Public Safety

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

N. Quality of Work

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

O. Quantities of Work

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

P. Safety Requirements

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

Q. Storage of Material 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. County Contract Database/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 Indemnities"), 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 Indemnities. 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:

County of Los Angeles  
Department of Public Works  
Contracts and Business Affairs Division  
P.O. Box 1460  
Alhambra, California 91802-1460  
Attention of: 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 ISO (Insurance Services Office, Inc.) 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.

## 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. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://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](http://www.babysafela.org) for printing purposes.

## SECTION 9

### COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

#### A. Living Wage Program

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

#### B. Payment of Living Wage Rates

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

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

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

C. Contractor's Submittal of Certified Monitoring Reports

Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's

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

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

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

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

E. County Auditing of Contractor Records

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

F. Notifications to Employees

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

G. Enforcement and Remedies

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

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
  - a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

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

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

- c. Termination/Suspension: Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
- 3. Debarment: In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

H. Use of Full-Time Employees

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

I. Contractor Retaliation Prohibited

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

J. Contractor Standards

During the term of this Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its

employees. If requested to do so by County, Contractor shall demonstrate to the satisfaction of County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

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

## SECTION 10

### SOCIAL ENTERPRISE PREFERENCE PROGRAM

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

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

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

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

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

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

SECTION 11

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

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

SECTION 12

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX  
REDUCTION PROGRAM

A. Defaulted Property Tax Reduction Program

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

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

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

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

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

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

SECTION 13

DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

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

## SECTION 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](http://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](http://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 2016)

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

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#### 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 Allowance Certificate.

**Note:** You are encouraged to notify each employee whose wages for 2016 are less than \$53,505 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following.

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

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

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2017.

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](http://www.irs.gov/formspubs). Or you can go to [www.irs.gov/orderforms](http://www.irs.gov/orderforms) to order it.

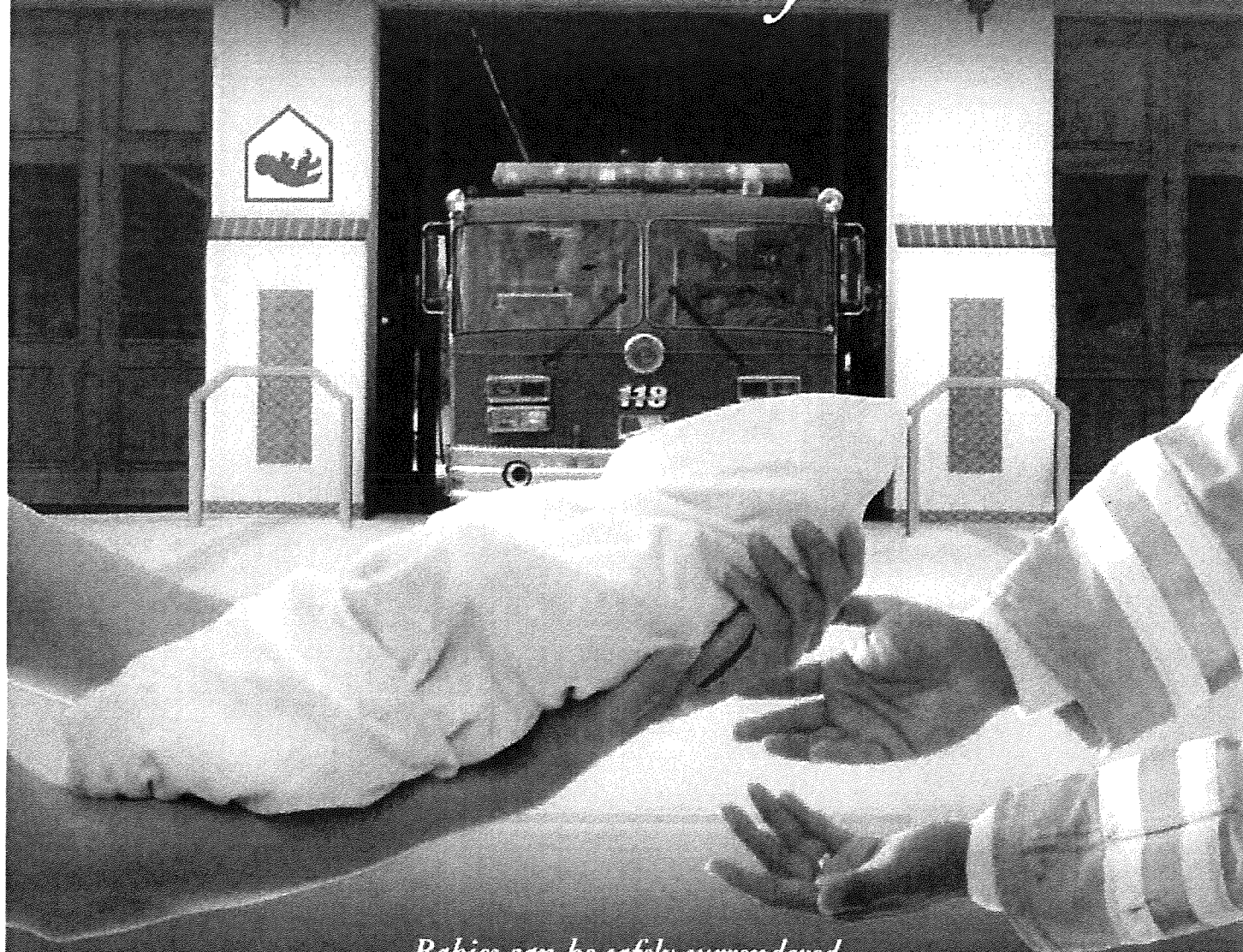
#### How Will My Employees Know If They Can Claim the EIC?

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 Form 1040, 1040A, or 1040EZ.

#### How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2016 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 2016 and owes no tax but is eligible for a credit of \$800, he or she must file a 2016 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.babysafea.org](http://www.babysafea.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?

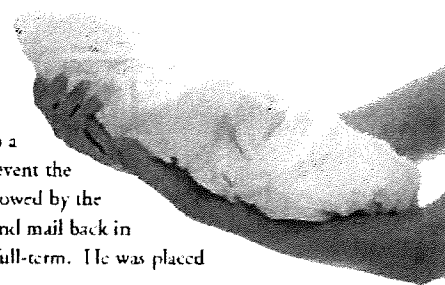
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

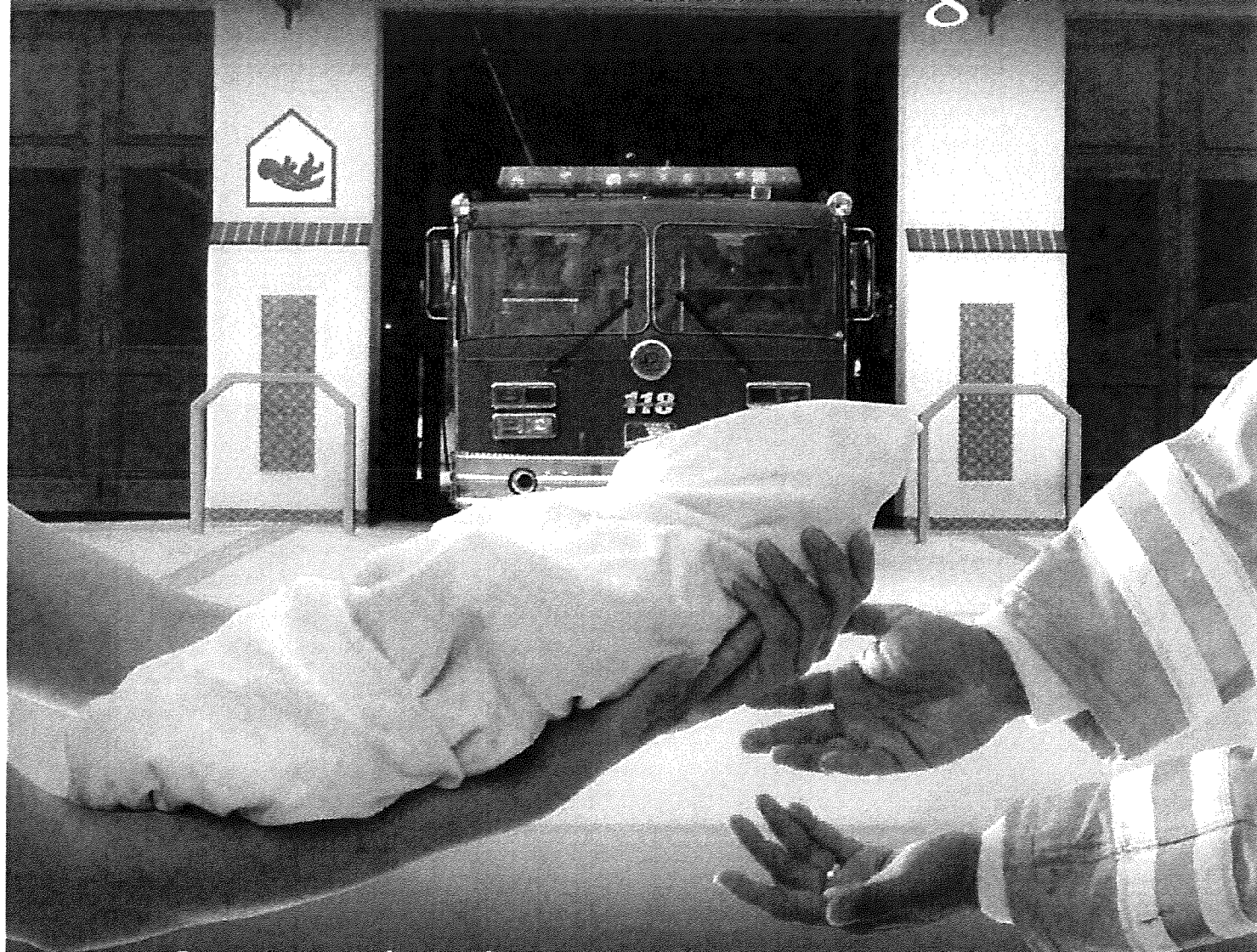
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their 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.babysafea.org](http://www.babysafea.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 Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán 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 Angeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

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

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

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, 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?

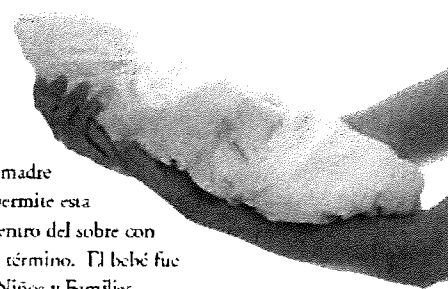
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿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 periodo de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

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

**2.206.010 Findings and declarations.**

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

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

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

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

**2.206.030 Applicability.**

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

**2.206.040 Required solicitation and Contract language.**

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

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

**2.206.050 Administration and compliance certification.**

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

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

**2.206.060 Exclusions/Exemptions.**

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

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

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

**2.206.070 Enforcement and remedies.**

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

**2.206.080 Severability.**

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

### PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
<b>A. SCOPE OF WORK</b>				
1. Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Violation of the National Pollutant Discharge Elimination System	Discharge of debris into storm drains and/or gutter	\$500 per occurrence plus any fines by regulatory and governmental agencies plus any remediation cost.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Sweep and remove litter, tree sucker growth, weeds, etc. from sidewalks, curbs, gutters, planters, benches, etc.	Accomplished every Monday or Friday.	\$300 per day if the cleanup is not done within the time frame outlined in the specifications.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Remove dirt, gum and grime from trash receptacles, benches, bus shelters and sidewalks.	One per month.	\$300 each day Contractor does not provide staffing and equipment to the level	<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

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Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
		outlined in their Proposal to perform this task.		
5. Remove posters and stickers from poles	As-needed	\$300 per day if the cleanup is not done within the time frame requested.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Repair, clean, or replace worn or broken parts on Public Works street furniture, non-bus stop benches.	As required, but within 24 hours of when problem is identified by the Contractor or County.	\$50 per individual piece of furniture not repaired, cleaned, or replaced within the time frame outlined in the specifications.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Pressure wash non-bus stop trash receptacles and benches	Accomplished Monthly	\$300 per day if the cleanup is not done within the time frame outlined in the specifications.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
8. Pressure steam clean sidewalks	Twice a month	\$300 per day if the cleanup is not done within the time frame outlined in the specifications.		

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## PERFORMANCE REQUIREMENTS SUMMARY

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Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
<b>B. REPORTS/DOCUMENTATIONS</b>				
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	
<b>C. EMPLOYEES</b>				
1. Contractor's Employee Criminal Background Investigation	<p>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</p> <p>Employees who <u>do not</u> pass or is not certified shall be immediately removed.</p>	\$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	

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

### PERFORMANCE REQUIREMENTS SUMMARY

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Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
2. Employees Well Oriented To Job	Employees must have thorough knowledge of facility and its needs	\$50 per error resulting from lack of orientation	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
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. 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	
5. Training program	Document training of each employee	\$250 per untrained employee	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. 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	
<b>D. SUPERVISOR/MANAGERS</b>				
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	

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

### PERFORMANCE REQUIREMENTS SUMMARY

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Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
2. Respond to complaints, requests, and discrepancies.	Respond within the time frame outlined in the Contract	\$50 per complaint not responded to within the time frame outlined in the specifications	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Makes Site Inspections	Facility inspected each shift or as required by Contract	\$50 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Competent Supervisory Staff	Responsiveness to complaints and requests; maintain good work records, and acceptable level of service	\$100 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Provide Adequate Supervision and Training	Contract specifications met	\$50 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Project Safety Official	Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices	\$200 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Supervisors speak and understand English	On-site supervisor can communicate in English with County Contract Manager	\$100 per day for use of non-English speaking supervisor	<input type="checkbox"/> Yes <input type="checkbox"/> No	

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

### PERFORMANCE REQUIREMENTS SUMMARY

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Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
<b>E. CONTRACT ADMINISTRATION</b>			<input type="checkbox"/> N/A	
1. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after	\$200 per day; 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. Contractor's Employee Criminal Background Investigation	Conduction security and background investigation of their staff as required by the Contract	\$100 per day per employee	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Use of Subcontractor without Approval.	Obtain County's written approval prior to subcontracting any work	\$500 per occurrence	<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; suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

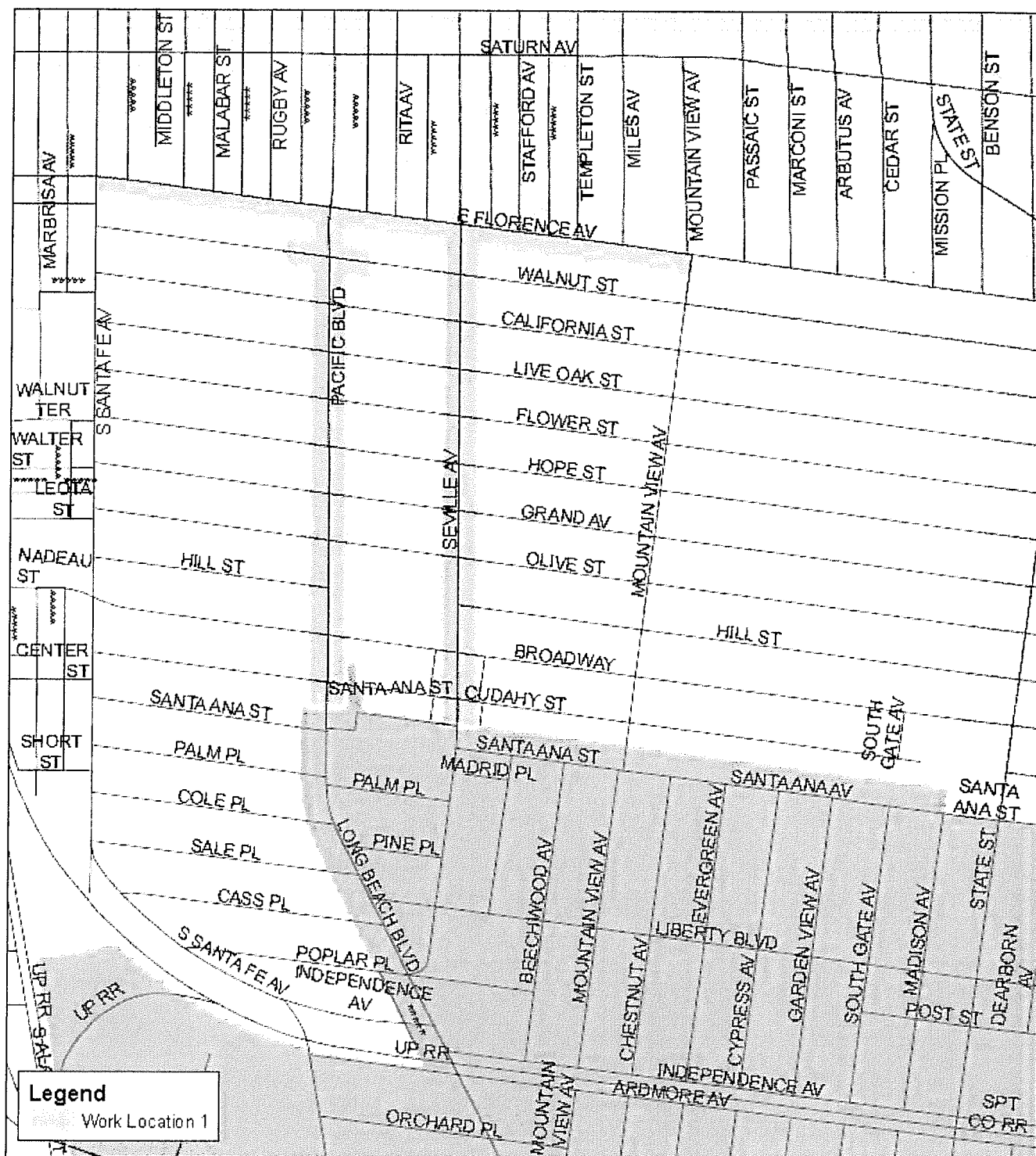
\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.  
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### PERFORMANCE REQUIREMENTS SUMMARY

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Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
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; 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; suspension; possible termination for default of contract	<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.  
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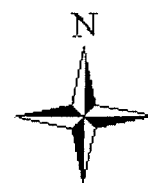
**Florence Area Enhanced Maintenance**

**Work Location 1**

**South Los Angeles County**

**SD1, RD141 (TG 674,704)**

0 265 530 1,060 1,590 2,120  
Feet

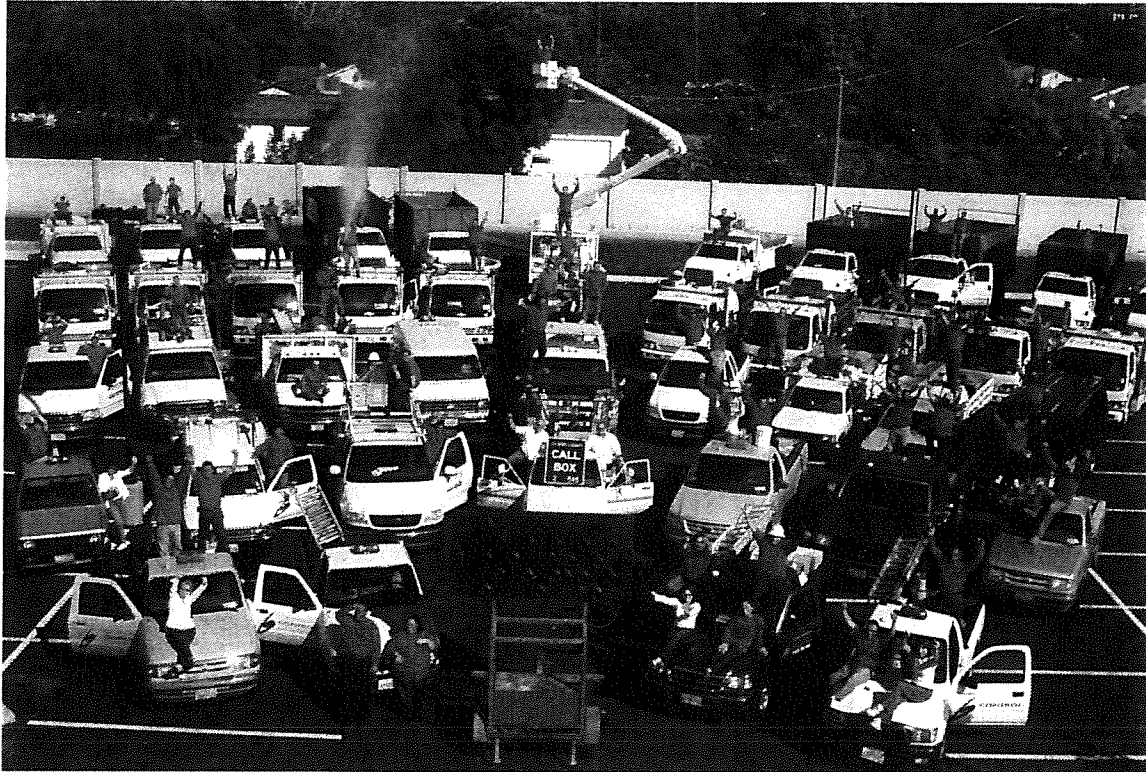


**South Los Angeles County  
SD2, RD241 (TG 674,704)**





WOODS  
MAINTENANCE  
SERVICES, INC.



## **FLORENCE AREA ENHANCED AREA MAINTENANCE SERVICES**

**(2016-PA021)**

September 22, 2016

Woods Maintenance Services, Inc.

7260 Atoll Avenue

North Hollywood, California 91605

(800) 794-7384

<http://www.graffiticontrol.com>    [sales@graffiticontrol.com](mailto:sales@graffiticontrol.com)

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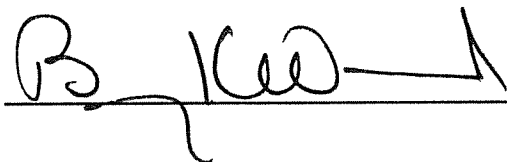
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## **LETTER OF TRANSMITTAL**

The undersigned hereby declares that he is the Contractor submitting the attached proposal and is duly authorized by Woods Maintenance Services, Inc. to sign on behalf of, and bind, said Contractor to Los Angeles County. Further, the undersigned has read all bid documents and attachments and affirms his understanding of them.

Further, Woods Maintenance Services, Inc., is duly licensed to transact business within the state of California and is presently licensed by the Contractors State License Board to perform all of the annotated services. Contractor License # 741322 is valid for the C61/D38, among other classifications, and expires October 31, 2017. Further, Woods Maintenance Services, Inc. is registered with the DIR, Registration #1000003177, expiring 6/30/17.

Proposer **Woods Maintenance Services, Inc.**

Signature 

Name / Title **Barry K. Woods - President**  
**7260 Atoll Avenue • North Hollywood, CA 91605**  
**(818) 503-8240**

Date **September 14, 2016**

Employer I D # **95-4643637**

#### **4. SUPPORT DOCUMENTS FOR CORPORATION**



# State of California Secretary of State

**S**

## Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

**IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

FB64168

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

JAN-29 2016

This Space for Filing Use Only

**1. CORPORATE NAME**

WOODS MAINTENANCE SERVICES, INC.

**2. CALIFORNIA CORPORATE NUMBER**

C1983206

**No Change Statement** (Not applicable if agent address of record is a P.O. Box address. See instructions.)**3** If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.☒ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.**Complete Addresses for the Following** (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)**4.** STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE CITY STATE ZIP CODE**5.** STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY CITY STATE ZIP CODE**6.** MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4 CITY STATE ZIP CODE**Names and Complete Addresses of the Following Officers** (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)**7.** CHIEF EXECUTIVE OFFICER/ ADDRESS CITY STATE ZIP CODE**8.** SECRETARY ADDRESS CITY STATE ZIP CODE**9.** CHIEF FINANCIAL OFFICER/ ADDRESS CITY STATE ZIP CODE**Names and Complete Addresses of All Directors, Including Directors Who are Also Officers** (The corporation must have at least one director. Attach additional pages, if necessary.)**10.** NAME ADDRESS CITY STATE ZIP CODE**11.** NAME ADDRESS CITY STATE ZIP CODE**12.** NAME ADDRESS CITY STATE ZIP CODE**13.** NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:**Agent for Service of Process** If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.**14.** NAME OF AGENT FOR SERVICE OF PROCESS**15.** STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE**Type of Business****16.** DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION**17.** BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

01/29/2016

JEFFREY WOODS

GENERAL MANAGER

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE

# State of California

## SECRETARY OF STATE

### CERTIFICATE OF STATUS DOMESTIC CORPORATION

I, BILL JONES, Secretary of State of the State of California, hereby certify:

That on the 25th day of April, 1997,

WOODS MAINTENANCE SERVICES, INC.

became incorporated under the laws of the State of California by filing its Articles of Incorporation in this office; and

That no record exists in this office of a certificate of dissolution of said corporation nor of a court order declaring dissolution thereof, nor of a merger or consolidation which terminated its existence; and

That said corporation's corporate powers, rights and privileges are not suspended on the records of this office; and

That according to the records of this office, the said corporation is authorized to exercise all its corporate powers, rights and privileges and is in good legal standing in the State of California; and

That no information is available in this office on the financial condition, business activity or practices of this corporation.

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

October 22, 1998



*Bill Jones*

Secretary of State

*dv*

## **5. EXPERIENCE**

### **NARRATIVE**

Attached is our response to your Request For Proposal (RFP) for providing "Florence Area Enhanced Maintenance Service" (2016-PA021) within the County of Los Angeles.

We believe we are uniquely qualified to provide these services for the County. Approximately 35 years ago, our Company was the first to offer "fixed fee" sidewalk cleaning, street/curb cleaning, trash and debris removal and graffiti abatement services. Since that time, we have established an unparalleled record of maintaining clean properties throughout California, and parts of Texas, Arizona, and Nevada, for both the public and private sectors. Additionally, we are the current contractor providing these services to the County.

In addition to servicing the particular needs and demands of hundreds of business clients, we devised and implemented a comprehensive program to handle the demands of the municipalities we contract with for sidewalk cleaning, trash & debris removal as well as graffiti removal. Currently, we maintain a great many city and county properties trash and graffiti free, and have done so for over 40 years.

As we approach our 41<sup>st</sup> anniversary, we are proud to have brought a great many "firsts" to the service industry: Our firm was first in 24 hour removals upon request, we were first in the application of protective coatings, and are the only authorized company to apply coatings and abate graffiti from murals throughout the City of Los Angeles; along with Vista Paint and Applied Color, we were first to test and utilize portable spectrophotometers in the field on a Montebello city program; we were instrumental in working with Armand Hammer in testing and approving the safe use of soda bicarbonate for alternative removals, we were the first to offer glass polishing for windows etched by vandals, and we were the first to use a relational database system for entering, tracking and reporting graffiti incidents. Currently, most of what Woods Maintenance Services, Inc. has pioneered has been adopted by most other contractors and cities in monitoring their contracts.

Woods Maintenance Services has always been proud of its ability to offer and demand exceptional service from its staff. In-service training, incentives, above the standard pay scale and a working environment that fosters pride and responsibility; these are the hallmarks of a successful company, one that will endure another 40 years.

We feel that not only is our pricing competitive, our staff, experience, professionalism and equipment can provide the County with the best in an Enhanced Maintenance Service program. Should the Evaluation Committee have any questions, we will be most happy to address them.

### **COMPANY BACKGROUND**

Woods Maintenance Services, Inc., ("WMS") started out under its original corporate name of D & B Maintenance Service, Inc., as a janitorial maintenance contractor in 1975, reorganizing under its current name in 1997. In the beginning, our emphasis was on the daily and nightly maintenance of apartment buildings, condominiums, industrial parks and office buildings, with a minor workload of graffiti removal on their exterior facades.

In 1976 the company grew to include landscape maintenance and became licensed to perform high pressure washing and steam cleaning work for hard surfaces, as well as masonry cleaning. It was at this time, while we were members of the Chamber of Commerce that we helped to develop the Westwood Village Sidewalk Maintenance District, a program funded through property owners' taxes to clean and maintain specific business districts.

As graffiti increased throughout the city (and country) a new division, Graffiti Control Systems, was formed to specifically address this out of control problem. Through trial and error and a great deal of research and beta testing, Graffiti Control Systems, became the first graffiti abatement contractor in the nation to utilize portable spectrophotometers in the field to computer color match paint, thereby setting a new standard for quality and timeliness.

Graffiti Control Systems' sister company, Hydro Pressure Systems, is one of the largest licensed pressure washing contractors in the state, and for over 40 years we have been performing all manner of exterior maintenance for both public and private sector clients throughout California.

Woods Maintenance Services presently has multiple contracts with the City of Los Angeles to perform daily, weekly, and as needed maintenance services in widespread areas of the city. Under the auspices of the Street Maintenance Department within the Board of Public Works, WMS has swept and washed the sidewalks in Westwood Village, Van Nuys Boulevard in Van Nuys and Main and Spring Streets in downtown Los Angeles. In addition to recovering trash, debris and litter, we were responsible for emptying all street-side trash receptacles and replacing the liners on a daily basis. as well as removing graffiti from public property. Fifteen years ago, WMS was awarded and has continued to perform under a County contract for the Whittier Boulevard Enhancement Program, whereby all graffiti is abated, trash receptacles emptied, trash, weeds and debris removed and sidewalks and gutters cleaned on a daily basis. Previously, we have held multi-year contracts for the Hollywood Boulevard Walk of Fame, Reseda Boulevard, Fairfax Avenue, Broadway BID and Ventura Boulevard in Sherman Oaks. We have also held previous contracts to perform the high pressure washing services/graffiti abatement protocols required for the Cities of Coronado, Palm Springs, Whittier and West Hollywood.

At present, Woods Maintenance Services is under contract with the cities of Los Angeles, Diamond Bar, Tustin, San Gabriel, Santa Monica, Arcadia, Temple City, and South Pasadena, as well as Los Angeles County and the LA County MTA. For MTA, we are charged with keeping all of the transit properties free of graffiti, weed, trash and debris throughout the county.

Office Buildings, industrial parks, individual businesses and homeowners rely on us daily to respond to their needs and restore their property to a pristine condition. Over 10 years ago we were awarded a special contract with the City of Los Angeles to supply fully equipped crews to assist the other CBO contractors who are falling behind in their graffiti removals, and are dispatched weekly to different parts of the City. Whether it is graffiti or weed, trash and debris removal, pressure washing, or other exterior maintenance, cleanliness is a highly charged subject. The public's first perception of a facility, business or city is based on its initial and continuing awareness of how clean that area appears. If it is neglected, it encourages more abuse and fosters the broken window syndrome. Woods Maintenance Services, Inc., excels in immediate and professional response to any disruption to the cleanliness of the facilities it is

charged with maintaining. And so it shall be with the county Florence Area Enhanced Maintenance Service contract.

### **STAFFING PLAN**

Since our goal is to continue to exemplary service we have been performing with no change in quality, we will field the same four technicians that are currently servicing the area.

Rodolfo Marin (technician)	14 years with the company; 5 yrs. on this contract
Jesse Lopez (technician)	4 years with the company; 2 yrs. on this contract
Jose Portillo (technician)	4 years with the company; 2 yrs. on this contract
Carlos Martinez (on-site supervisor)	10 years with the company; 10 yrs. on this contract
Enrique Lopez (supervisor)	27 years with the company; 10 yrs. on contract
Jeff Woods (General Manager)	15 years with the company; 8 yrs. on this contract
Josh Woods (Director of Operations)	7 years with the company; 6 yrs. on this contract
Barry Woods (President)	40+ years with the company; 10 yrs. on contract
Doris Lemaire (Office Manager)	22 years with the company; 10 yrs. on contract
Marina Lopez (Data Input)	8 years with the company; 3 yrs. on contract

As you can see from the above numbers and resumes that follow, Woods Maintenance Services has substantially more than the minimum mandatory requirements. In fact, it is probably safe to say that WMS is the most qualified of all bidders to perform the duties as stated in the RFP.

## RESUMES

BARRY K. WOODS  
7260 ATOLL AVENUE  
NORTH HOLLYWOOD, CA 91605  
818-764-2515

Experience            President            10/75 – Present

36 years of maintenance experience, including graffiti abatement, maintenance of hard surfaces, landscape maintenance, tree trimming and trash and debris removal. Instituted new and improved methods of abating graffiti, faster response times and better tracking protocols. Handles purchasing and tasks assignments with Operations Manager and Project Supervisors through weekly meetings. Overall responsibility for all contracts and interfaces with Project Managers and all public agencies. Member of multiple trade organizations and is qualified to instruct workers on BNSF properties. Is railroad worker qualified.

Clients            Currently oversees all corporate assignments.

Education            Attended University of California at Los Angeles as an undergraduate, graduating in 1971. Attended UCLA graduate school, receiving degrees and credentials in 1974.

JEFF WOODS  
7260 ATOLL AVENUE  
NORTH HOLLYWOOD, CA 91605  
818-764-2515

Experience                      *General Manager*      9/03 – Present

Oversees staff of 90 employees. Conducts daily safety briefings, dispatches and oversees multiple crews at multiple locations. Organizes and assigns vehicles and equipment, manages maintenance and repair of equipment. Maintains all databases, reports and logs of work performed. Operates pressure washers, cranes and heavy equipment as needed, trains personnel in safe operation of all equipment. Interfaces with Contract Administrators to obtain work assignments, and verify completion of all tasks. Purchases equipment and advises and researches new and more efficient equipment for contracts.

Clients                      Will have direct oversight of County contracts, interface with Supervisors, and liaison with LA County contract administrator.

Education                      California State University - Northridge, Northridge, California. Received B.A. degree in Business Management.

JOSH WOODS  
7260 ATOLL AVENUE  
NORTH HOLLYWOOD, CA 91605  
818-764-2515

Experience                      *Director of Operations*                      1/10 – Present

Maintain a database of all current and past contracts and representatives. Liaison with city, county, agency, and private business personnel to find better ways to conduct our various businesses. Work closely with general manager and human resource department to handle all employee issues, including hiring and scheduling. Weekly supervision of various crews in the field, including, trash and debris removal, graffiti abatement, call box maintenance, and pressure washing, to ensure quality control.

*Quality control manager*                      5/09-12/09

Spent time with each of our 80+ employees to get their input as to how to more effectively and efficiently conduct business. Implemented inventory controls to maintain better records and avoid wasteful spending. Found new ways to cut spending on our fixed-cost items, including: using a fleet gasoline service, and subcontracting our vehicle maintenance.

*Clients*                      Act as a secondary representative to contract administrators in fulfilling their requests and concerns.

*Education*                      University of Michigan, Ann Arbor  
Bachelor of Arts---History Major, Economics-Minor

DORIS LEMAIRE  
7260 ATOLL AVENUE  
NORTH HOLLYWOOD, CA 91605  
818-764-2515

Experience                      *Office Manager*                      *2/94 – Present*

Handles all job assignments and crew reassignments. Maintains all databases, billing and labor reports. Prepares all certified payrolls, LWO certifications, and Monthly Employee Utilization Reports. Versed in all city, state and Federal requirements for contracts, interfaces with all Contract Managers. Supervises payroll, handles A/R and A/P.

Is entrusted with receiving and verifying all Work Orders from the County. Assigns orders to available technicians and follows up on completion. Completes paperwork, enters information in database and closes Order with Agency.

Clients                      Currently involved with or oversees 20 contracts with awarding agencies.

Education                      Graduated Boston College with undergraduate Business major.

ENRIQUE LOPEZ  
7260 ATOLL AVENUE  
NORTH HOLLYWOOD, CA 91605  
818-764-2515

Experience                      *Senior Supervisor*                      *1/00 – Present*

Currently the on-site supervisor for the Florence Area Enhanced Maintenance and the Whittier Boulevard Enhanced Maintenance Services contracts for the county of Los Angeles. Enrique's duty include but are not limited to: daily supervision of the Florence and Whittier crews; vehicle and equipment related issues (repairs, new equipment, etc.); ordering equipment, paint, supplies and seeking out new, better and more cost effective methods to do the work; interaction with constituents and others when problems arise as well as meetings with County staff as required or requested. Enrique has supervised various graffiti and sidewalk maintenance crews in the last 11 years, including, but not limited to: Florence/Firestone, city of Los Angeles, city of Santa Monica, city of Monterey Park and city of San Gabriel. Enrique also provides both technical support and supervision for all employees and provides training and safety classes as needed.

*Crew Leader - Foreman*                      *2/89-12/09*

Led crews on various city, county and municipal agency contracts. Handled graffiti removal and abatement as well as, weed, trash and debris removal. Operated heavy machinery, pressure washers, paint sprayers, etc. On site leader for pressure washing team responsible for keeping LA City hall clean for special events. Interfaced with sub-contractors for fencing, herbicide and tree trimming needs..

Clients                      Has daily meeting with manager who is in contact with city, county or municipal agency contract administrator.

Education                      Oaxaca, Mexico – University, General Education, 1985  
Pierce College, – Small Machine Engine Repair 1996  
LA Valley College - Developing Supervisory Leadership 1999  
UCLA Extension - Site Engineering and Watershed Management 2007

CARLOS MARTINEZ  
7260 ATOLL AVENUE  
NORTH HOLLYWOOD, CA 91605  
818-764-2515

Experience            Florence Area Supervisor      6/03-*Present*

Working supervisor for the Florence/Firestone Area contract. Pressure washes, sweeps, removed trash and debris along the contracted corridors. Holds safety meetings and handles any complaints received in the office.

MTA technician      10/01-6/03

Worked with both weed and trash crews to remove debris along the MTA right-of-way property.

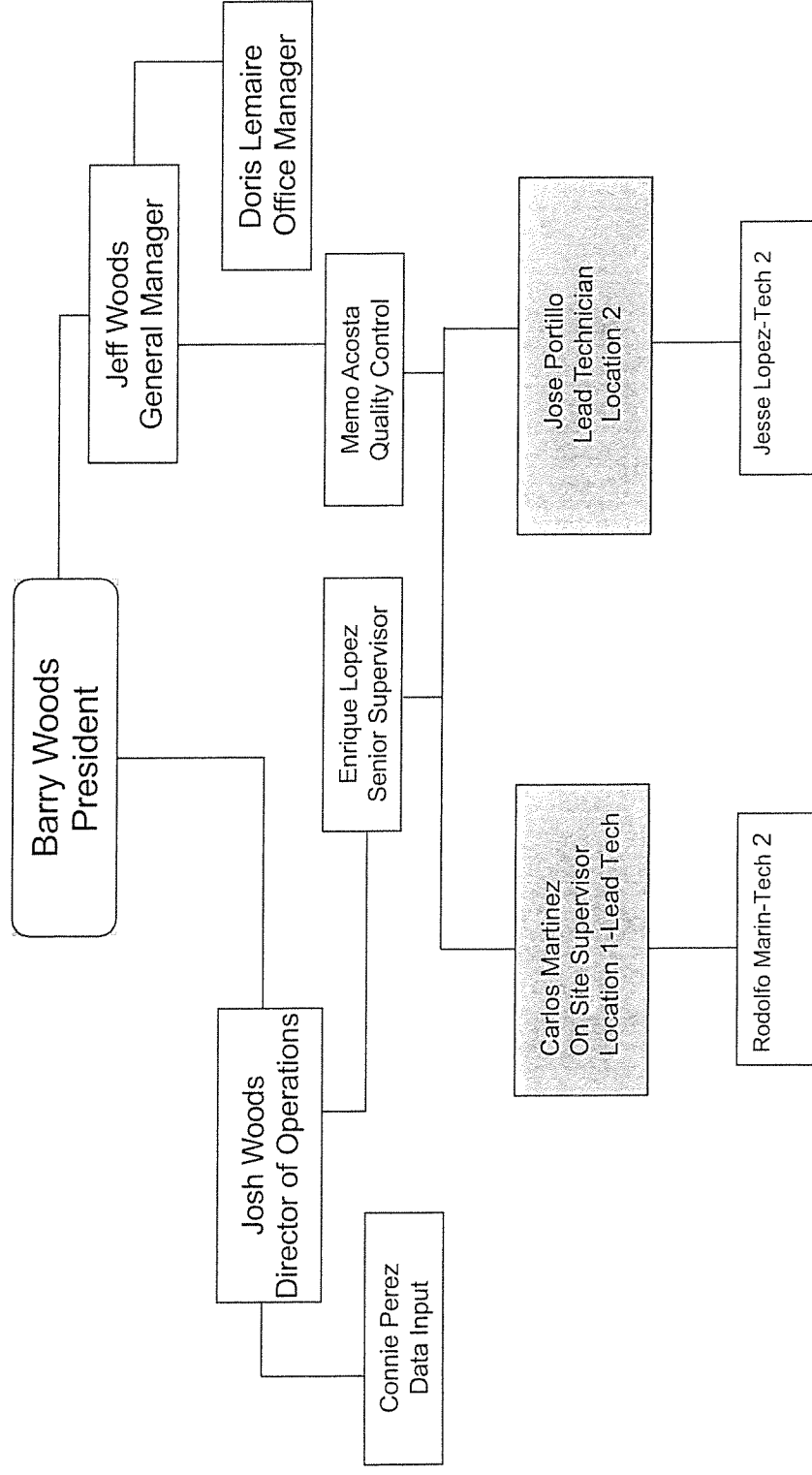
Clients            LA County

Education        Schooling in Mexico

# WOODS MAINTENANCE SERVICES, INC.

## (2016-PA021)

### Organizational Chart



## **STATEMENT OF QUALIFICATIONS**

### **GRAFFITI CONTROL SYSTEMS**

7260 Atoll Avenue

North Hollywood, California 91605

(818) 503-8240 FAX (818) 764-2516

Barry K. Woods

#### **OWNER/PROJECT MANAGER**

40+ years of maintenance experience, including graffiti abatement, exterior hard surface maintenance, landscape maintenance and masonry restoration. Seeks better and more productive methods to accomplish company goals. Interfaces with Contract Administrators to obtain feedback and adjust methodology.

Rene Lopez

Enrique Lopez

Jose Morales

Antonio Morales

Angel Paniagua

Jeff Woods

Mario Acosta

Josh Woods

#### **PROJECT SUPERVISORS**

120 years of combined field work experience in all aspects of contact maintenance with city, county and state agencies. Create and implement new and more efficient systems of inspection and quality control procedures. On site on daily basis, handles initial calls for emergency service, and follows up upon completion.

Doris Lemaire

Connie Perez

Marina Lopez

#### **ADMINISTRATIVE ASSISTANTS**

45 years of combined contract expediting. Oversee all dispatching of survey and maintenance crews, coordinate field assignments, handle day to day contact with municipal personnel and businesses of contract communities. Coordinate work, emergency assignments. Maintains all reports and database entries.

## **FIELD STAFF**

Twenty-six Painters / Surveyors capable of locating, surveying and recording graffiti sites, matching colors and painting over vandalized areas. All qualified and certified to operate high pressure washers for chemical removals and wet sandblasting equipment for removals requiring abrasives as well as application of protective coatings.

Seventeen Pressure washing specialists, capable of all manner of steam cleaning and high pressure washing.  
40 Landscape maintenance and irrigation maintenance workers, responsible for daily, weekly, and monthly services for various public and private clients.

Twenty eight field workers whose sole responsibility is to maintain exterior surfaces. Operate dump trucks, heavy equipment, as well as handling all weed, trash and debris needs of all transportation agencies and county contracts. Trained in safety protocols and attend periodic workshops of BMP's and safety education.

Three paint tinters, mechanics, laborers.

Two glass and window technicians trained and qualified to operate state-of-the-art glass polishing equipment and apply protective anti-graffiti film to windows.

## **PRIOR EXPERIENCE**

Having been in business continuously since 1975, and having been awarded and performing under hundreds of contracts during this time, it is difficult to list all of those within a specified time frame. The following is by no means a comprehensive list, but rather a sampling of the manner of work that we have performed over the years. Because of the voluminous nature of the list, individual contract rates have not been indicated. In almost all cases, the contracts ran from a low of \$50,000 to a high of \$5,000,000 with the majority being in the \$250,000 to \$750,000 range. Should more exacting figures be required, we will be happy to provide them.

### **Weed, Trash and Debris Removal - Public Rights of Way**

County of Los Angeles - Enhanced Maintenance Program - Whittier Boulevard  
County of Los Angeles - Enhanced Maintenance Program - Florence/Firestone  
County of Los Angeles Flood Control - East Area  
County of Los Angeles Flood Control - West Area  
County of Los Angeles Flood Control - South Area  
Orange County Transportation Authority  
Southern California Regional Rail Authority  
California Department of Transportation - Freeway right of way maintenance  
Metropolitan Transit Authority

### **Pressure Washing / Trash Removal / Graffiti Removal Services**

City of Los Angeles

Westwood Village Sidewalk Maintenance District  
Reseda Boulevard Sidewalk Maintenance District  
Broadway Sidewalk Maintenance District  
Hollywood Boulevard Sidewalk Maintenance District  
Main & Spring Sidewalk Maintenance District  
Ventura Boulevard Sidewalk Maintenance District  
Fairfax Avenue Sidewalk Maintenance District  
Van Nuys Boulevard Sidewalk Maintenance District  
Vehicular Tunnel Cleaning & Maintenance  
Civic Center & Environs  
Los Angeles Police Department Programs  
General Services City Hall Restoration & Cleaning

City of Coronado

Sidewalk Maintenance Clean up and graffiti removal

City of Whittier

Uptown Business District Sidewalk Maintenance

City of Palm Springs

Palm Drive Sidewalk Maintenance

Palm Springs Airport Hard Surface Maintenance

City of West Hollywood

Sidewalk Maintenance Program

Graffiti Abatement Program

City of Beverly Hills

Sidewalk Maintenance Pilot Program

Department of Motor Vehicles

Sidewalk Maintenance Program

Graffiti Abatement Program

City of Glendale

Maintenance of Central Business District

**Graffiti Removal, Abatement, Coatings and Maintenance**

City of Los Angeles

Maintenance of all Freeway Underpasses (Zero Tolerance)

Maintenance of all City Buildings and Property (Zero Tolerance)

County of Los Angeles

Maintenance of East & South San Gabriel Valleys (Zero Tolerance)

Maintenance of North San Gabriel Valley (Zero Tolerance)

Maintenance of South Los Angeles (Zero Tolerance)

Maintenance of the Flood Control Channels (South Area)

Maintenance of the Flood Control Channels (West Area)

Maintenance of the Flood Control Channels (East Area)

City of Santa Monica

Graffiti Removal Program

Pier Painting Program

City of West Hollywood

Graffiti Removal Program

City of Arcadia

Graffiti Removal Program

City of Temple City

Graffiti Removal Program

City of San Gabriel

Graffiti Removal Program

City of Culver City

Zero Tolerance Graffiti Removal Program

City of Santa Clarita

Zero Tolerance Graffiti Removal Program

City of Monterey Park

Zero Tolerance Graffiti Removal Program

City of Montebello

Zero Tolerance Graffiti Removal Program

City of Long Beach

Zero Tolerance Graffiti Removal Program

City of South Pasadena

Zero Tolerance Graffiti Removal Program

City of Diamond Bar

Zero Tolerance Graffiti Removal Program

City of National City

Zero Tolerance Graffiti Removal Program

City of San Diego

Zero Tolerance Graffiti Removal Program

Clark County Nevada

Graffiti and vandalism removal from Resort Corridor

Austin, Texas

Graffiti Removal for City-wide Park System

California Department of Transportation

Exterior Maintenance of Trans Bay Terminal – San Francisco

In all of the aforementioned contract jobs, Woods Maintenance Services, Inc., acted as the Prime Contractor, with the awarding agency or body, without the use of subcontractors.

In 1976 we were instrumental in helping to develop the Sidewalk Maintenance Program for Westwood, and since that time, through city agencies, have advised on expanded and revised specifications for these manner of projects, to accomplish new sets of goals. We developed the Pilot Graffiti Removal Program for the City of National City, and have written the specifications for such cities as Culver City, San Diego and Los Angeles.

There are no other contractors or business concerns that can touch or match our depth and breadth of experience. Designing, creating and implementing programs for agencies and municipal bodies are areas within our expertise. Evaluating the exterior maintenance needs of a department, setting, realistic but ambitious goals for improvement, implementing improved methodologies to accomplish these goals...this is what we do best.

## **6. WORK PLAN**

With the continuation of the **FLORENCE AREA ENHANCED MAINTENANCE SERVICE PROGRAM** in the County of Los Angeles, the County recognizes the need to continue this vital service to a vibrant business community. To this end, **WOODS MAINTENANCE SERVICES (WMS)** would continue its current work plan to maintain the areas in a state of cleanliness and to offer concentrated, speedy and consistent service through the balance of the contract term. Since Woods Maintenance Services currently has the contract in this area, we are well acquainted with the specific needs, problems and idiosyncrasies, and can quickly address them.

### **INITIAL PROTOCOLS**

As the current Contractor in the area, there will no need to “ramp” up to bring the areas into a clean or acceptable standard. Our highly trained and experienced crews and specialized equipment will continue their daily routine per the contract specifications. The only difference between this RFP and the contract on which we are currently performing is that some of the locations have been moved due to the remapping of Supervisorial Districts 1 and 2.

### **CONTRACT WIDE PROTOCOLS**

Two separate two-man crews with specially designed equipment and pressure washers will begin their day by dispatching from our offices at approximately 5:00 am each morning. As they arrive on the site(s) they will proceed to walk the limits, recovering all trash and debris, depositing it in our rolling Brute containers for transport back to our offices and a roll off dumpster. All technicians wear uniforms with their name and company name on the shirts to easily identify them as our employees. Vehicles also have the company name and logo on the doors so that constituents can contact the office with any problems.

After the area has been cleaned of loose debris, litter, and weeds, the pressure washing will begin. Washing is performed starting from the building facade proceeding towards the centerline of the sidewalk, and then from the curb side to the centerline. Included in the daily washing will be all the non-bus benches and garbage receptacles. By performing the washing in this manner, we are able to reduce the water consumption and prevent water from entering the storm drains. Further, limited amounts of water will affect the property owner’s windows

and doors, but should light overspray reach the windows, our crews are equipped with squeegees, rags, and window cleaner to leave the windows in better condition than we found them.

The pressure washers we employ are manufactured by Delco and generate up to 3500 psi at 210 degrees with an output of 5 gallons per minute. As the technicians move through their appointed areas, they are concentrating on removing the dirt, grease, and grime. They also will take a little more time to remove any gum deposits they may find. Due to nature and oily make-up of gum, the stains will remain, but the sticky and dark gum spots will be eradicated. All crews are outfitted with different nozzle tips for the wands; they use a wider tip for the standard cleaning, and will switch to a narrower tip for the gum removal. By using different tips for the varying areas and needs, we are able to be more efficient and consume less water.

Gum removal will be performed by these same crews on a rotating daily basis, so that all areas within the limits are attended to each week. Additionally, should we receive reports that there are food spills, or garbage bags that have been emptied on the street purposefully, or accidentally, we can quickly move to said location to mitigate the problem and then immediately get back to our regular work plan.

Following the sweeping, trash recovery, pressure washing and gum removal, the crews will bring all trash to the office for disposal, returning at approximately 2:00 pm each day.

The following schedule is one that was implemented by Woods Maintenance Services in conjunction with the County for optimum efficiency and scheduling purposes:

## LOCATIONS 1 & 2

MONDAY	Florence between Pacific and Mountain View (south side only)  Walnut 150' both sides of Pacific  Florence between Compton & Central (both sides)
TUESDAY	Florence between Compton and Bell Avenue (south side of street)  Florence between Metro Blue Line and Compton Avenue (north side of street)  Hooper between Slauson & Florence (both sides)
WEDNESDAY	Florence between Bell Avenue and Pacific (south side only)  Florence between Metro Blue Line and Wilson (north side only)  Gage between Compton & Central (both sides)  Nadeau between Compton & Central (both sides)
THURSDAY	Seville between Florence & Santa Ana (City limits)  Pacific between Florence and Santa Ana (City limits)  Central between Florence & Gage (east side only)
FRIDAY	Slauson between Central & Compton (south side only)  Compton between 71 <sup>st</sup> St. & Nadeau (both sides)  Firestone between Metro Blue Line & Central (both sides)

## SURVEY & WORK PERFORMANCE

The safety and well being of all Contractors' employees and the citizens in general are our primary concern. All work undertaken conforms to all rules, regulations, ordinances and statutes of the City, County, State and Federal Governmental offices. All proper traffic control methods are utilized, as required on the public right-of-way, with flashing arrow boards, cones and barricades. The concern is also for the public at large, as we will be working closely with the property owners to see that their businesses are not disrupted. Woods has already

developed, had approved, and has a working module of the Safety Program as mandated by SB 198, which is available for review by any city agency. All vehicles carry first aid kits, fire extinguishers, safety cones, MSDS sheets, and BMP protocols for the services we will be performing. In addition, all technicians wear work boots, safety glasses, gloves, dusk masks or respirators as necessary, uniforms by Cintas, and safety vests.

## 7. QUALITY ASSURANCE PROGRAM

### QUALITY CONTROL POLICIES & PROCEDURES

Quality Control is one of the most important aspects to our company. From the initial training of all employees, the technicians are reminded over and over that it is the **QUALITY and NOT the QUANTITY** of work performed that sets us apart from our competition. Both the Owner and General Manager of the company take active roles in quality control as well as the immediate supervisors to protect the status and reputation that has been earned for more than 36 years. This feedback is imperative because it helps us weed out the below par technicians as well as promote and reward the superior technicians. The safety and well being of all Contractors' employees and the citizens in general are our primary concern. All work undertaken conforms to all rules, regulations, ordinances and statutes of the City, County, State and Federal Governmental offices. All proper traffic control methods are utilized, as required on the public right-of-way, with flashing arrow boards, cones and barricades. The concern is also for the public at large, as we will be working closely with those affected by the graffiti to see that their businesses are not disrupted. **WOODS MAINTENANCE SERVICES** has already developed, had approved, and has a working module of the Safety Program as mandated by SB 198, which is available for review by any city agency. All vehicles carry first aid kits, fire extinguishers, MSDS sheets, and BMP protocols for the services we will be performing.

### INSPECTION FUNDAMENTALS

Several forms have been created over the years that help track any problems, issues or concerns (either by technician, supervisor, constituent or contract administrator) that helps us with the feedback that is needed to improve and move forward to stay a leader in the industry (see these in the "Additional Information" section). Our normal Quality Control formula is to spend approximately 1 hour per week per each technician out in the field. This does not include the time spent by the on-site supervisor in his regular scheduled duties (i.e., overseeing the day-to-day operations and work flow). Josh Woods, Director of Operations, will typically be in the field surveying our contracted areas Monday, Wednesday, and Friday, though his schedule is flexible to ensure that he can attend to any concerns that may arise. For the last 6 years, he has provided quality control for our existing Enhanced Maintenance contracts in

Florence/Firestone and Whittier Blvd., as well as our graffiti abatement contracts in Zone 1C & 2A in addition to other city and country contracts.

### **DOCUMENTATION**

All work orders and requests for service, whether they are emailed, faxed, texted or called into our office through our 800 line, are imputed by our office support staff. Job orders are written up, typed into the computer and tracked through the entire process until completion. WMS created the first comprehensive database for entering annotating, searching and retrieving all requests for service, irrespective of the source. These are then compiled into a report sent each month to the Program Manager and Accounting Department. Our billing follows universally accepted protocols for accounting practices. Every employee assigned to County work is separately tracked (as are all staff technicians), so that all contract time and material is properly accounted and imputed. In the very rare instance that an assigned County Technician is sent to a non-county project (special weekend assignment), those hours and costs are never assigned to, or added onto the County Database.

In addition to the "honor" system, WMS has Supervisors out in the field seven days per week. This not only verifies that staff technicians are on the job, doing what they are contracted to do, but allows us the time to do Quality Control. Supervisors are armed with printouts of the prior days (weeks) work and have the opportunity to not only check current jobs, but to verify the completion of previous assignments. When Supervisors cannot make it to a particular site that day, vehicles are equipped with in dash tracking devices, that allow us to monitor the exact location of any of the vehicles at any time.

## **8. CONTRACTOR'S EQUIPMENT**

Specific equipment dedicated to the Florence Area Enhanced Maintenance job would be:

- Two late model Ford F-250's equipped with Delco RK43 pressure washers; 300 gallon water tanks; various brooms, dust pans, shovels, trash containers, trash bags and hand tools. All safety equipment including amber strobe lights, cones, barricades, PPE items, fire extinguisher, first aid kit, MSDS information.
- Two late model Ford Rangers for the contract supervisor and quality control inspector's use. These vehicles are also safety equipped with amber lights, cones, PPE items, fire extinguisher, first aid kit and other items that might be required in the field.
- 2 Delco RK43 Pressure washing units, gas powered, diesel heater, capable of exerting up to 3500 PSI and water output of 5 GPM.

Of course, having the right people, the right equipment, the right experience, and the right work plan are critical, but the final piece of the puzzle is having additional equipment for the times when vehicles or equipment breakdown and need to be serviced. To this end, Woods Maintenance Services houses ample supplies of all tools, equipment, and supplies and maintains a fleet of over 70 vehicles:

- 13 dedicated landscape maintenance vehicles
- 9 dedicated trash collection vehicles
- 23 fully equipped graffiti removal vehicles
- 10 dedicated pressure washing vehicles
- 13 Dump trucks with auto-dumping capabilities
- 1 Tractor with accessories-New Holland: 1 Model 445D
- 1 AirSweeper Truck
- 47' Bucket Truck
- 29' Bucket Van
- 2 Traffic Control Vehicles
- 2 Hydro Tek Custom Water Recover Systems (SC35005VG/ZVAC)
- 3 diesel cold water pressure washing units
- 1 Baldor Electric Powered pressure washing unit
- 32 Delco RK-45 Pressure washing units
- 33 Graco Model 3900 airless paint sprayers
- 16 chainsaws-various models
- 19 Husqvarna and Shindaiwa hedge trimmers
- 37 Husqvarna weed whackers
- 11 30" Toro TurfMaster Lawn Mowers

- 62 field cell phones/smartphones

Should Woods Maintenance Services be awarded this contract there will be no need for additional equipment and vehicles. However, the financial stability and resources of the Company allow us to quickly obtain anything that will be required to operate a successful program, without diminishing existing contracts.

Having been in business and operating successfully for 36 years, we have established open lines of credit at all suppliers, so that should equipment or supplies be required, one may rest assured that if they are not on hand, they are easily and quickly available.

With our expansion in 1994 and purchase of a 20,000 square foot site in North Hollywood, all equipment and personnel are staged and dispatched from one centralized location, making for a faster and more efficient operation.

#### **9. SUBCONTRACTORS—N/A**

In the performance of the work as outlined throughout this RFP, Woods Maintenance Services will use no subcontractors.

## **10. FINANCIAL RESOURCES (CONFIDENTIAL)**

Following pages contain the financial information [PLEASE DO NOT COPY OR RELEASE]

**All information contained  
within these yellow pages is  
considered**

**PROPRIETARY  
&  
CONFIDENTIAL**

**and is not to be released to  
the public**

## **11. LICENSES AND CERTIFICATIONS**

# ACTIVE AND CURRENT CONTRACTOR LICENSES



State Of California  
CONTRACTORS STATE LICENSE BOARD  
ACTIVE LICENSE



License Number **741322** Entity **CORP**  
Business Name **WOODS MAINTENANCE SERVICES  
INC DBA GRAFFITI CONTROL  
SYSTEMS**  
Classification(s) **C61/D52 C33 C61/D38 B C61/D31  
HAZ C61/D63 C61/D49 C27**  
Expiration Date **10/31/2017** [www.cslb.ca.gov](http://www.cslb.ca.gov)



Legal Name	Registration Number	County	City	Registration Date	Expiration Date
WOODS MAINTENANCE SERVICES, INC	1000003177	LOS ANGELES	NORTH HOLLYWOOD	05/04/2016	06/30/2017



# COUNTY OF LOS ANGELES

Department of Public Health - Solid Waste Program

## Waste Collector Permit

Under Provisions of County Ordinance Title 20

**2015**

WOODS MAINTENANCE SERVICES, INC  
7260 ATOLL AVE  
NORTH HOLLYWOOD, CA 91605

COMPANY ID #	S0576
PERMIT FEE	\$712.00
VEHICLES PERMITTED	6
DATE OF ISSUE	1/6/2015
EXPIRATION DATE	12/31/2015

*Gerardo Villalobos*

CHIEF, SOLID WASTE PROGRAM

19-AA-0576

Invoice Number	IN0156287
Invoice Date	6/23/2015
Account ID	AR0175117
Facility ID	FA0167063
Payment Location	TTC PAYMENT - PO BOX

**Facility Name and Address:**  
 WOODS MAINTENANCE SERVICES, INC  
 7260 ATOLL AVE  
 NORTH HOLLYWOOD, CA 91605

**Owner Name and Address:**  
 BARRY WOODS  
 7260 ATOLL AVE  
 NORTH HOLLYWOOD, CA 91605

## INVOICE

Date	Program Element	Record ID	Program ID / VIN	Description	Amount
07/01/15	4485	PR0157402	COMMERCIAL	SWF - WASTE COLLECTOR YARD FEE	\$ 454.00
07/01/15	4487	PR0163363	33874C1 -	SWF - WASTE COLLECTOR PER VEHICLE FEE	\$ 43.00
07/01/15	4487	PR0163362	33865C1 -	SWF - WASTE COLLECTOR PER VEHICLE FEE	\$ 43.00
07/01/15	4487	PR0163361	33863C1 -	SWF - WASTE COLLECTOR PER VEHICLE FEE	\$ 43.00
07/01/15	4487	PR0163360	33862C1 -	SWF - WASTE COLLECTOR PER VEHICLE FEE	\$ 43.00
07/01/15	4487	PR0163359	03464A1 -	SWF - WASTE COLLECTOR PER VEHICLE FEE	\$ 43.00
07/01/15	4487	PR0163364	8Z07704 -	SWF - WASTE COLLECTOR PER VEHICLE FEE	\$ 43.00
07/20/15	9999	PT0157566		PAYMENT (CREDIT)	\$ -454.00
07/20/15	9999	PT0163528		PAYMENT (CREDIT)	\$ -43.00
07/20/15	9999	PT0163527		PAYMENT (CREDIT)	\$ -43.00
07/20/15	9999	PT0163526		PAYMENT (CREDIT)	\$ -43.00
07/20/15	9999	PT0163525		PAYMENT (CREDIT)	\$ -43.00
07/20/15	9999	PT0163524		PAYMENT (CREDIT)	\$ -43.00
07/20/15	9999	PT0163529		PAYMENT (CREDIT)	\$ -43.00

*Permit printed 12/14/2015*

*Permit # PTO157566*

*Valid thru 12/31/16*

*D/Briggs*

## **12. INSURANCE**

Following pages contain samples of our current insurance coverages.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/10/2016

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

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

<b>PRODUCER</b> Arthur J. Gallagher & Co. Insurance Brokers of CA. LIC #0726293 21011 Warner Center Lane Woodland Hills CA 91367	<b>CONTACT NAME:</b> Patty Lugo	<b>FAX (A/C, No):</b> 818-316-0990	
	<b>PHONE (A/C, No, Ext):</b>	<b>E-MAIL ADDRESS:</b> Patty_Lugo@ajg.com	
<b>INSURED</b> Woods Maintenance Services Inc. DBA: Graffiti Control Systems; Hydro Pressure Systems 7260 Atoll Avenue North Hollywood CA 91605	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Hartford Fire Insurance Company		19682
	<b>INSURER B:</b> West American Insurance Company		44393
	<b>INSURER C:</b> Mercer Insurance Company		14478
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

## COVERAGES

CERTIFICATE NUMBER: 1405899263

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	72CESOF3834	2/1/2016	2/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y		BAW1755859697	2/1/2016	2/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured mo \$1,000,000
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			27304764	2/1/2016	2/1/2017	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

RE: 76606 - Zero Tolerance Graffiti Abatement Services- Zone 3a / 76597 - Zero Tolerance Graffiti Abatement Services- Zone 1c / 76605 - Zero Tolerance Graffiti Abatement Services- Zone 2a / 77701 - Florence Area Enhanced Maintenance Service / 003130 - Trash-Free Channel Services - South Area / 003183 - Trash Free Channel Services - West Area / 003182 - Trash Free Channel Services - East Area / 78075 - Whittier Boulevard Enhanced Maintenance Services  
Certificate Holder is named Additional Insured per attached form CG 2037 0413.  
Auto Additional Insured per attached form CA 88 10 01 10.  
See Attached...

## CERTIFICATE HOLDER

## CANCELLATION

County of Los Angeles Department of Public Works Attn: Architectural Engineering Division 900 South Fremont Avenue, 8th Floor Alhambra CA 91803 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/1/2015

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

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

PRODUCER Brown & Brown Insurance Services of CA, Inc. 2401 E. Katella Ave. Suite 550 Anaheim CA 92806	CONTACT NAME: Penni Barnett PHONE (A/C, No, Ext): (714) 221-1800 E-MAIL: pbarnett@bbsocal.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: California Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): (714) 221-4196 NAIC # 38865
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## COVERAGES

CERTIFICATE NUMBER: MASTER

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	730059610105	9/1/2015	9/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: CONTRACT NUMBER 2013-PA017.

\*EVIDENCE OF COVERAGE ONLY\*

## CERTIFICATE HOLDER

## CANCELLATION

COUNTY OF LOS ANGELES  
DEPT. OF PUBLIC WORKS, ADMIN DIVISION  
ATTN: CONTRACT ANALYSIS  
P.O. BOX 1460  
ALHAMBRA, CA 91802-1460

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

AUTHORIZED REPRESENTATIVE

Camilo Sharpe/BPARNE

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ACORD 25 (2014/01)

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INS025 (201401)

### **13. RECORD KEEPING**

#### **PAYROLL & ACCOUNTING**

Woods Maintenance Services, with a staff four times that of its next nearest competitor, has always sought out the most efficient, cost effective and professional services, products and methodologies in conducting its business as we enter our 5<sup>th</sup> decade of operation. We conducted an exhaustive search in an effort to secure the very best in payroll services. Anyone, or any firm can add up time cards. We wanted more.

We engaged ADP, the nation's oldest and largest provider of payroll and business services. From the Auto Pay Program we have engaged which allows us access to their database to input hours, wages, deductions; to the use of Avert, the information based business service to get almost instantaneous reports on employees and prospective hires.

Our clients are very important to us, and we make every effort to verify not only the identity and ability of our staff, but to ascertain any criminal or negative reports that may have been overlooked. This, coupled with our DMV Driver Pull Program, assures we are getting the best of the best.

County assigned personnel annotate their hours by signing in on a weekly time sheet. This sheet lists their name, week worked, time arrived at office, time arrived on job, break time, lunch break, time left job site and time arrived back at office. All Supervisors are responsible for collecting the weekly time sheets, verifying the information, signing the bottom along with the employee, verifying the accuracy of the information. These sheets are then manually entered to the ADP's database for payroll. This is usually completed by Wednesday, and payroll is generated and delivered to our offices on Thursday for the prior weeks work. Holidays are preset, as well as accrued vacation time. For those employees with multiple pay rates, Auto Pay takes that into account and hours, deductions, loans, reimbursement and overtime can be placed in any of the predefined fields, so there is no "accidentally" shorting an employee. If a holiday falls on a Thursday or Friday, Accounting will generate the payroll one day early. Paychecks are disbursed every week, on Friday morning.

ADP also provides all Certified Payroll Reports for all of our contracts, so that there is no error or guesswork with employees, correct payroll amounts and deductions. These are submitted monthly to the County with a cover sheet verifying the information signed by the President.

#### **14. FORMS LISTS**

All PW and LW Forms are included in the following pages.

## VERIFICATION OF PROPOSAL

DATE: 9/14, 2016

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: Florence Area Enhanced Maintenance Services (2016-PA021)

## DECLARANT INFORMATION

3. Name Of declarant: Barry K. Woods

4. I Am duly vested with the authority to make and sign instruments for and on behalf of the Proposer(s). Yes

5. My Title, Capacity, Or Relationship to the Proposer(s) is: President

## PROPOSER INFORMATION

6. Proposer's full legal name: Woods Maintenance Services, Inc.

Telephone No.: 818-764-2515

Physical Address (NO P.O. BOX): 7260 Atoll Avenue, North Hollywood, CA 91605

Mobile No.: 818-339-5540

e-mail: request@graffiticontrol.com

Fax No.: 818-764-2516

County WebVen No.: 05696501

IRS No.: 95-4643637

Business License No.: 490196-96

7. Proposer's fictitious business name(s) or dba(s) (if any): Graffiti Control Systems; Hydro Pressure Systems

County(s) of Registration: Los Angeles

State: California

Year(s) became DBA: 1975 / 1991

8. The Proposer's form of business entity is (CHECK ONLY ONE):

☐ Sole proprietor

Name of Proprietor:

☒ A corporation:

Corporation's principal place of business: 7260 Atoll Avenue, North Hollywood, CA 91605

State of incorporation: California

Year incorporated: 1997

Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts

President/CEO:

Secretary:

☐ A general partnership:

Names of partners:

☐ A limited partnership:

Name of general partner:

☐ A joint venture of:

Names of joint venturers:

☐ A limited liability company:

Name of managing member:

9. The only persons or firms interested in this proposal as principals are the following:

Name(s) Barry K. Woods	Title President	Phone 818-764-2515	Fax 818-764-2516
Street 7260 Atoll Avenue	City North Hollywood	State California	Zip 91605
Name(s) Diane W. Woods	Title Secretary	Phone 818-764-2515	Fax 818-764-2516
Street 7260 Atoll Avenue	City North Hollywood	State California	Zip 91605

10. Is your firm wholly or majority owned by, or a subsidiary of another firm? ☒ No Yes

If yes, name of parent firm: \_\_\_\_\_

State of incorporation/registration of parent firm: \_\_\_\_\_

11. Has your firm done business under any other name(s) within the last five years? No ☒ Yes If yes, please list the other name(s):

Name(s): Graffiti Control Systems

Year of name change: 1975

Name(s): Hydro Pressure Systems

Year of name change: 1991

12. Is your firm involved in any pending acquisition or merger? ☒ No Yes

If yes, indicate the associated company's name: \_\_\_\_\_

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

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: Barry K. Woods

Date: September 14, 2016

Type name and title: Barry K. Woods - President

**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: Woods Maintenance Services, Inc.		
Company Address: 7260 Atoll Avenue		
City: North Hollywood	State: CA	Zip Code: 91605
Telephone Number: 818-764-2515		
(Type of Goods or Services): Graffiti Abatement & Pressure Washing		

**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.

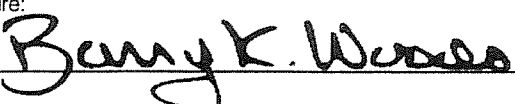
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ 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: Barry K. Woods	Title: President
Signature: 	Date: September 14, 2016

## CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Florence Area Enhanced Maintenance Services (2016-PA021)  
 SERVICE BY PROPOSER Woods Maintenance Services, Inc.  
 PROPOSAL DATE: September 15, 2016

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

	2011	2012	2013	2014	2015	Total	Current Year to Date
1. Number of contracts.	61	62	63	63	66	315	66
2. Total dollar amount of Contracts (in thousands of dollars).	5.1	5.5	7.4	7.8	10.1	35.9	12.0
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	0	0	0	0	0	0	0
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	0	0	0	0	0	0	0
6. Number of lost workdays.	0	0	0	0	0	0	0

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

Barry K. Woods

Name of Proposer or Authorized Agent (print)

*Barry K. Woods*  
 Signature

September 14, 2016

Date

## CONFLICT OF INTEREST CERTIFICATION

I, Barry K. Woods

- ☐ sole owner  
☐ general partner  
☐ managing member  
☒ President, Secretary, or other proper title) \_\_\_\_\_

of Woods Maintenance Services, Inc.  
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 Barry K. Woods Date September 14, 2016

**PROPOSER'S REFERENCE LIST****PROPOSER NAME:** Woods Maintenance Services, Inc.**PROPOSED CONTRACT FOR:** Florence Area Enhanced Maintenance Services (2016-PA021)

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

**A. COUNTY OF LOS ANGELES AGENCIES****All contracts with the County during the previous three years must be listed.**

SERVICE: Graffiti Abatement	SERVICE DATES: 2005-Current
DEPT/ DISTRICT: Public Works	
CONTACT: Ari DeChellis	
TELEPHONE: 626-458-4062	
FAX: 626-979-5445	
E-MAIL: ADECHELLIS@dpw.lacounty.gov	

SERVICE: Graffiti Abatement	SERVICE DATES: 2008-Current
DEPT/ DISTRICT: Public Works	
CONTACT: Ari DeChellis	
TELEPHONE: 626-458-4062	
FAX: 626-979-5445	
E-MAIL: ADECHELLIS@dpw.lacounty.gov	

SERVICE: Sidewalk Cleaning	SERVICE DATES: 2003-Current
DEPT/ DISTRICT: Road/Street Maintenance	
CONTACT: Ricardo Gordillo	
TELEPHONE: 562-869-1176	
FAX: 562-862-3718	
E-MAIL: rgordill@dpw.lacounty.gov	

SERVICE: Channel	SERVICE DATES: 2008-Current
DEPT/ DISTRICT: Public Works	
CONTACT: Rick Edwards	
TELEPHONE: 626-445-7630	
FAX: 626-445-5497	
E-MAIL: redwards@dpw.lacounty.gov	

**B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES**

SERVICE: Graffiti Abatement	SERVICE DATES: 1997-Current
AGENCY/ FIRM: LA County METRO	
ADDRESS: 470 Bauchet St. Los Angeles, CA 90012	
CONTACT: Carlos Martinez	
TELEPHONE: 213-922-6761	
FAX: 213-922-5168	
E-MAIL: martinezcarl@metro.net	

SERVICE: Graffiti Abatement	SERVICE DATES: 1993-Current
AGENCY/ FIRM: City of Tustin	
ADDRESS: 300 Centennial Way, Tustin, CA 92780	
CONTACT: Brad Steen	
TELEPHONE: 714-573-3135	
FAX: 714-573-3129	
E-MAIL: bsteen@tustinca.org	

SERVICE: Graffiti Abatement	SERVICE DATES: 1984-Current
AGENCY/ FIRM: City of Los Angeles	
ADDRESS: 200 N. Spring St., #356; LA 90012	
CONTACT: Paul Racs, Director	
TELEPHONE: 213-978-0229	
FAX: 213-978-0241	
E-MAIL: paul.racs@lacity.org	


SERVICE: Graffiti Abatement	SERVICE DATES: 2006-Current
AGENCY/ FIRM: City of Santa Monica	
ADDRESS: 2500 Michigan Ave, SM 90404	
CONTACT: Rick Raygosa	
TELEPHONE: 310-458-8519	
FAX: 310-998-3290	
E-MAIL: rick.raygosa@smgov.net	

## PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	Woods Maintenance Services, Inc.
Address	7260 Atoll Avenue, North Hollywood, CA 91605
Internal Revenue Service Employer Identification Number	95-4643637

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

Proposer	Woods Maintenance Services, Inc.	
Authorized representative	Barry K. Woods	
Signature		Date September 14, 2016

## LIST OF SUBCONTRACTORS

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

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

[illegible]

**County of Los Angeles**  
**Request for Local Small Business Enterprise (SBE) Preference Program Consideration and**  
**CBE Firm/Organization Information Form**

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Woods Maintenance Services, Inc.

My County (WebVen) Vendor Number: 05696501

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

☒ As Local SBE, certified by the County of Los Angeles, Internal Services Department, I request this proposal/bid be considered for the Local SBE Preference.

☒ Attached is a copy of Local SBE certification issued by the County.

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

<b>Business Structure:</b>	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): 90						
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					1	
Hispanic/Latino			25	5	50	3
Asian or Pacific Islander						
American Indian					1	
Filipino						
White	1	1	2	1		


**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	%	%	%	%	%	50 %
Women	%	%	%	%	%	50 %

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

Authorized Signature: 	Title: President	Date: September 14, 2016
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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](mailto:GAINGROW@dpss.lacounty.gov).

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

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

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

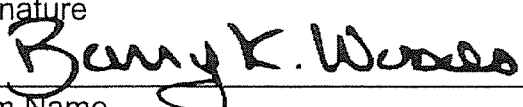
\_\_\_\_\_ YES (subject to verification by County)        X   NO

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

  X   YES      \_\_\_\_\_ NO

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

\_\_\_\_\_ YES      \_\_\_\_\_ NO        X   N/A (Program not available)

Signature 	Title President
Firm Name Woods Maintenance Services, Inc.	Date September 14, 2016

# TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW

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

Proposer Name:	<b>N/A</b>	Date of Request:	
Project Title:	<b>N/A</b>	Project No.	

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

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

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

For each area contested, Proposer must explain in detail the factual reasons for the requested review.  
*Attach additional pages and supporting documentation as necessary.)*

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Request submitted by:

\_\_\_\_\_  
(Name) (Title)

***For County use only***

Date Transmittal Received by County: \_\_\_\_\_ Date Solicitation Released: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

Results of Review - Comments: \_\_\_\_\_

Date Response sent to Proposer: \_\_\_\_\_

**CHARITABLE CONTRIBUTIONS CERTIFICATION**

Woods Maintenance Services, Inc.

Company Name

7260 Atoll Avenue, North Hollywood, CA 91605

Address

95-4643637

Internal Revenue Service Employer Identification Number

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

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

**CERTIFICATION****YES****NO**

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

( X )

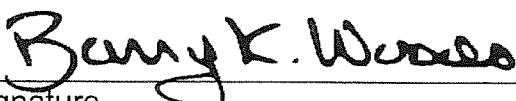
( )

**OR****YES****NO**

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

( )

( )



Signature

September 14, 2016

Date

Barry K. Woods - President

Name and Title (please type or print)

# TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION


COMPANY NAME: Woods Maintenance Services, Inc.		
COMPANY ADDRESS: 7260 Atoll Avenue		
CITY: North Hollywood	STATE: CA	ZIP CODE: 91605

- ☒ I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

**I hereby certify that I meet all the requirements for this program:**

- ☐ My business is a nonprofit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years (*attach IRS Determination Letter*).
- ☐ I have submitted my three most recent annual tax returns with my application.
- ☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants.
- ☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants, and any other information requested by the contracting department.

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

PRINT NAME: Barry K. Woods	TITLE: President
SIGNATURE: 	DATE: September 14, 2016

**REVIEWED BY COUNTY:**

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

## PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: Woods Maintenance Services, Inc.☒ 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

Benny K. WoodsDATE: September 14, 2016

## PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: Woods Maintenance Services, Inc.

- ☒ 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: Benny K. Woods Date: September 14, 2016

**FLORENCE AREA ENHANCED MAINTENANCE SERVICES (2016-PA021)**  
**PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION**

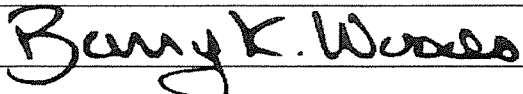
Woods Maintenance Services, Inc.

Proposer's Name

7260 Atoll Avenue, North Hollywood, CA 91605

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 immediately disqualified as non-responsive.

Print Name: Barry K. Woods	Title: President
Signature: 	Date: September 14, 2016

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

The Proposer certifies that:

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

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: Barry K. Woods	Title: President
Signature: <i>Barry K. Woods</i>	Date: September 14, 2016

# REQUEST FOR DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM CONSIDERATION FORM

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

In evaluating bids/proposals, the County will give preference to businesses that are certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran-Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.

Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed 8 percent in response to any County solicitation.

Information about the State's DVBE certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov>.

Information on the Veteran Affairs Disabled Business Enterprise certification regulations may be found in the Code of Federal Regulations, 38CFR 74, and is also available on the Veterans Affairs Website at: <http://www.vetbiz.gov>.

☒ **I AM NOT** a DVBE certified by the State of California or a Service Disabled Veteran-Owned Small Business with the Department of Veteran Affairs.

☐ **I AM** certified as a DVBE with the State of California or a Service Disabled Veteran-Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

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

Name of Firm: Woods Maintenance Services, Inc.	County Webven No. 05696501
Print Authorized Name: Barry K. Woods	Title: President
Authorized Signature: <i>Barry K. Woods</i>	Date: September 14, 2016

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

## FLORENCE AREA ENHANCED MAINTENANCE SERVICES (2016-PA021)

## MINIMUM REQUIREMENTS AFFIRMATION

## PROPOSER MUST CHECK A BOX IN EVERY SECTION

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

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

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

Subcontracting is not allowed for Minimum Mandatory Requirements Nos. 1 through 3 below.

1. Proposers or its managing employee(s) must have a minimum of three years of experience performing work in the areas of trash and litter removal, illegal dumping removal, gum and grease removal from sidewalks and crosswalks, pressure washing trash receptacles and benches, and steam cleaning of sidewalks.

Proposer Name/ Name of Managing Employee	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number*
Jeff Woods	9/03	General Manager for past 14 years. Extensive experience managing pressure washing and enhanced maintenance projects, including the current F/F and Whittier Blvd. contracts.	7 & 9
	Present		

\*List the page number in the proposal containing the proposer or its managing employee(s)' resume/experience. (Please attach additional pages if needed.)

- ☒ Yes. Proposer or its managing employee does meet the experience requirement stated above. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement.)
- ☐ No. Proposer or its managing employee(s) does not meet the experience requirement stated above.

## FLORENCE AREA ENHANCED MAINTENANCE SERVICES (2016-PA021)

2. Proposer's on-site supervising employee(s) must have a minimum of three years of experience performing work in each of the following areas: trash and litter removal, illegal dumping removal, gum and grease removal from sidewalks and crosswalks, pressure washing of trash receptacles and benches, and steam cleaning of sidewalks. Proposers may list multiple on-site supervisors to collectively meet these areas of experience requirements. However, each on-site supervising employee must have three years of experience performing at least one area of work.

Proposer's on-site supervising employee(s) name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number*
Enrique Lopez	2/89	Over 27 years experience in pressure washing, steam cleaning and graffiti removal. Has supervised our F/F Enhanced maintenance contract for the past 10 years.	7 & 12
	Present		

\*List the page number in the proposal containing the proposer, subcontractor or its managing employee(s)' resume/experience. (Please attach additional pages if needed.)

- ☒ Yes. Proposer's on-site supervising employee(s) does meet the experience requirement stated above. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement.)
- ☐ No. Proposer's on-site supervising employee(s) does not meet the experience requirement stated above.

3. Proposer must submit copies of a valid and active State of California Contractor's Class C-61, subcategory D-38 (Sand and Water Blasting) license. This license must stay valid and active during the term of this Contract.

- ☒ Yes. Proposer has submitted a copy of a valid and active State of California Contractor's Class C-61, subcategory D-38 (Sand and Water Blasting) license. Please complete the chart below.

Type of License	License No.	Name of License Holder	Valid/Active Dates
B, C27, C33, C61/D38, C61/D52, C61/D31, HAZ, C61/D49, C61/D63	741322	Woods Maintenance Services dba Graffiti Control Systems	10/31/2017

- ☐ No. Proposer does not have the license as stated above. **If you check this box, your proposal will be immediately disqualified as nonresponsive.**

## FLORENCE AREA ENHANCED MAINTENANCE SERVICES (2016-PA021)

4. Proposer and/or its Subcontractor(s) must submit a copy of a valid and active Waste Collector Permit issued by the County of Los Angeles Department of Public Health (DPH). Proposers and/or its subcontractors who do not possess the permits at the proposal deadline date may submit a copy of a receipt and an invoice from DPH to Proposers and/or its subcontractors for permit fees.

- ☒ Yes. Proposer and/or its Subcontractor(s) has submitted a copy of a valid and active Waste Collector Permit issued by the County Department of Public Health. Please complete the chart below.

Permit No.	Name of the Permit Holder	Valid Dates	Page Number
PTO157566	Woods Maintenance Services	12/24/15 thru 12/31/16	Section 11

- ☐ Proposer and/or its Subcontractor(s) does not currently have valid and active Waste Collector Permit; however, Proposer has submitted a copy of the DPH's receipt and invoice to proposer for permit fees.

DPH Invoice No. and Date: \_\_\_\_\_

- ☐ No. Proposer and/or its Subcontractor(s) does not have the permit as stated above. **If you check this box, your proposal will be immediately disqualified as nonresponsive.**

5. Proposer and/or 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.**

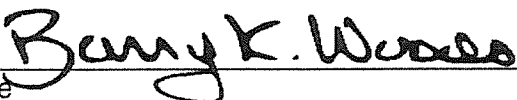
- ☒ Yes. Proposer and/or its Subcontractor(s) has submitted proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5

Name of Registration Holder	Registration No.	Registration Dates	Expiration Dates
Woods Maintenance Services, Inc.	1000003177	5/4/16	6/30/17

- ☐ No. Proposer has NOT submitted proof of a valid and active State of California Department of Industrial relations Public Works Contractor Registration.

## FLORENCE AREA ENHANCED MAINTENANCE SERVICES (2016-PA021)

Proposer declares under penalty of perjury that the information stated above is true and accurate. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected at the sole discretion of the County.

Signature 	Title President
Firm Name Woods Maintenance Services, Inc.	Date September 14, 2016

**STATEMENT OF EQUIPMENT FORM  
FOR  
FLORENCE AREA ENHANCED MAINTENANCE SERVICES (2016-PA021)**

PROPOSER'S NAME: Woods Maintenance Services, Inc.  
ADDRESS: 7260 Atoll Avenue North Hollywood, CA 91605  
TELEPHONE: 818-764-2515

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

Please list (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment

[illegible]

## LOS ANGELES COUNTY CODE

## Title 2 ADMINISTRATION

## Chapter 2.201 Living Wage Program

**2.201.010 Findings.**

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

**2.201.20 Definitions.**

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

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

- E. "Part time" means less than 40 hours worked per week, unless a lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer.
- F. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq., of this code, entitled Contracting with Private Business. (Ord. 2015-0061 § 1, 2015: Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.30      Prospective effect.**

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

**2.201.040      Payment of living wage.**

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

**2.201.050      Other provisions.**

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

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

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

#### **2.201.60      Employer retaliation prohibited.**

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

#### **2.201.70      Employee retention rights.**

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

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

**2.201.80      Enforcement and Remedies.**

For violation of any of the provisions of this chapter:

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

**2.201.090      Exceptions.**

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

**2.201.100      Severability.**

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

## COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the County's solicitation is subject to the County of Los Angeles Living Wage Program (LW Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors must apply individually for consideration for an exemption from the LW Program. **To apply, Contractors must complete and submit this form with supporting documentation to the County after the Mandatory Proposers Conference by the due date set forth in the solicitation document.** Upon review of the submitted Application for Exemption, the County department will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the LW Program.

Company Name:			<b>N/A</b>		
Company Address:					
City:		State:		Zip Code:	
Telephone Number:		Facsimile Number:		Email Address:	
Awarding Department:				Contract Term:	
Type of Service:					
Contract Dollar Amount:				Contract Number (if any):	
My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount				<input type="checkbox"/> Yes <input type="checkbox"/> No	

**I am requesting an exemption from the LW Program for the following reason(s) (*attach all documentation that supports your claim to this form*). Please check all that apply:**

- ☐ My business is subject to a bona fide Collective Bargaining Agreement (*attach agreement*); **AND**
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business' Collective Bargaining Agreement):
- \_\_\_\_\_
- \_\_\_\_\_

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

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

## Living Wage Rate Annual Adjustments

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

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79

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

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, 2020, and every year thereafter.

## COUNTY OF LOS ANGELES

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

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

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

## LIVING WAGE ORDINANCE:

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

## CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

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

## LABOR LAW/PAYROLL VIOLATIONS:

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

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

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

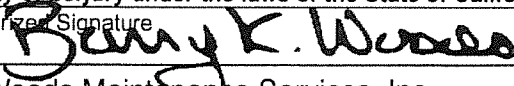
## History of Determinations of Labor Law /Payroll Violations (Check One):

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

## HISTORY OF DEBARMENT (Check one):

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

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

Owner's/Agent's Authorized Signature 	Print Name and Title Barry K. Woods - President
Print Name of Firm Woods Maintenance Services, Inc.	Date September 14, 2016

**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.

A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.

A debarment by a public entity listed below within the past ten years.

Print Name of Firm: <div style="text-align: center;">Woods Maintenance Services, Inc.</div>	Print Name of Owner: <div style="text-align: center;">Barry K. Woods</div>
Print Address of Firm: <div style="text-align: center;">7260 Atoll Avenue</div>	Owner's/AGENTS Authorized Signature: <div style="text-align: center;"><i>Barry K. Woods</i></div>
City, State, Zip Code <div style="text-align: center;">North Hollywood, CA 91605</div>	Print Name and Title: <div style="text-align: center;">Barry K. Woods - President</div>

<b>Public Entity Name</b>	
<b>Public Entity Address:</b>	<b>Street Address:</b>
	<b>City, State, Zip:</b> <div style="text-align: center; font-size: 1.5em;">N/A</div>
<b>Case Number/Date Claim Opened:</b>	<b>Case Number:</b>
	<b>Date Claim Opened:</b>
<b>Name and Address of Claimant:</b>	<b>Name:</b>
	<b>Street Address:</b>
	<b>City, State, Zip:</b>
<b>Description of Work: (e.g., Janitorial)</b>	
<b>Description of Allegation and/or Violation:</b>	
<b>Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)</b>	

Additional Pages are attached for a total of \_\_\_\_\_ pages.

## GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

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

**Assessment Criteria**

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

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

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

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

## PROPOSER'S EMPLOYEE BENEFITS

Proposer: Woods Maintenance Services, Inc.Name of Proposer's Health Plan: HealthNet Date: 9/14/16

## Medical Insurance/Health Plan:

Employer Pays \$ 57.60/wk Employee Pays \$ 10.17/wk Total Mo. Premium \$ 293.67Annual Deductible  
Employee \$ 0.00 Family \$ 0.00

## Coverage (√)

<u>X</u>	Hospital Care (In Patient <u>X</u> Out Patient <u>X</u> )
<u>X</u>	X-Ray and Laboratory
<u>X</u>	Surgery
<u>X</u>	Office Visits
<u>X</u>	Pharmacy
<u>X</u>	Maternity
<u>X</u>	Mental Health/Chemical Dependency, In Patient
<u>X</u>	Mental Health/Chemical Dependency, Out Patient

## Dental Insurance:

Employer Pays \$ 0.00 Employee Pays \$ 2.71/wk Total Mo. Premium \$ 11.74

## Life Insurance:

Employer Pays \$ 500 Employee Pays \$ 0.00 Total Mo. Premium \$ 500

## Vacation:

Number of Days 0 andAny increase after 10 years of employment, number of days or hours 5 days

## Sick Leave:

Number of Days 6 andAny increase after N/A years of employment, number of days or hours N/A

## Holidays:

Number of Days 6 per year

## Retirement:

Employer Pays \$ N/A Employee Pays \$ N/A Total Premium \$ N/A

## **WAGE AND HOUR RECORDING KEEPING RESPONSES – FORM LW-9**

### **TRACKING HOURS WORKED**

- 1.1 Weekly time sheets are provided for each employee. Each employee must sign in at the beginning of their shift, sign out at the end of their shift and account for lunch break taken. They sign/initial each day's time record.
- 1.2 Job dependent, some report directly to job site, while others report to office on a daily basis.
- 1.3 Those that report to office location begin shift at that time.

### **REPORTING TIME**

- 2. Most employees physically come into the office to sign in each day. A supervisor or management staff is usually on-site to verify these times. In addition, some staff will check in via phone and others with municipal personnel.

### **RECORDS OF ACTUAL TIME WORKED**

- 3.1 Time sheets
- 3.2 Time sheets
- 3.3 Daily
- 3.4 Job dependent. Some are maintained by employee, others by supervisor and if dispatched by corporate office, by office staff.
- 3.5 Payroll clerk verifies records and reconciles with job specifications, supervisor report and staff schedule.
- 3.6 Usually maintained for 5 years.
- 3.7 Yes
- 3.8 Please see attachments.

### **OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)**

- 4.1 None
- 4.2 Payroll clerk checks and verifies all payroll documents
- 4.3 Yes
- 4.4 Payroll clerk verifies with project supervisor and verifies with written report.

### **BREAKS**

- 5.1 Self-administered. Most staff work with only limited direct, constant supervision and are responsible for meal and rest breaks.
- 5.2 Yes
- 5.3 Employee enters time, supervisor and/or management approves and validates.

### **HOW IS PAYROLL PREPARED**

- 6.1 Weekly each employee's time sheet is checked and verified for time worked and recorded. Once verified, the payroll clerk enters all necessary data into the ADP Payroll services program for computation which will then create that employee's payroll check.
- 6.2 ADP Payroll services on weekly basis
- 6.3 Single instrument

- 6.4 All legally mandated information – deductions, vacations, reimbursement, credit union, taxes, overtime, bonuses, etc. – See Attached
- 6.5 See Attached

**MANUAL PAYROLL SYSTEM**

7. N/A

**AUTOMATED PAYROLL SYSTEM**

- 8.1 Time sheets are verified and totaled. Correct hours and pay rates are entered into ADP computer system.
- 8.2 Each contract has a pay rate and shift/payroll reports delineate hours at each rate.
- 8.3 Pre-set calculations

**TRAVEL TIME**

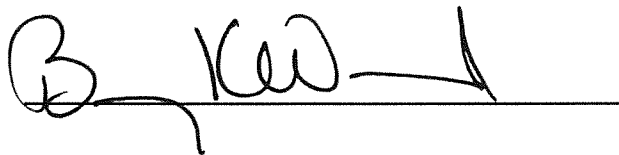
- 9.1 If dispatched from office – all travel time is paid at standard rate
- 9.2 At a pre-determined rate
- 9.3 (a) does not happen
- 9.3 (b) all work computed at Living Wage, including travel time.

**OVERTIME**

- 10.1 Any wages over 8 hours per day or 40 hours per week will be paid at the legal overtime rate per the government guidelines.
- 10.2 Overtime rate will be based on the contract with which the work was performed.

**DATED:** September 14, 2016

**PROPOSER'S SIGNATURE:**

A handwritten signature in black ink, appearing to read 'BKW', followed by a horizontal line.

**NAME:** Barry K. Woods – President

**COMPANY** Woods Maintenance Services, Inc.

**15. SUBCONTRACTORS' FORMS LISTS—N/A**

No subcontractors will be used on this project.

## **16. LIVING WAGE ORDINANCE**

Woods Maintenance Services, Inc. will abide by the County's Living Wage Ordinance.

## **17. ADDITIONAL INFORMATION**

WOODS MAINTENANCE SERVICES INC.



## Sample Employee Identification Card

## WORK ORDER REQUEST FORM

GRAFFITI  
CONTROL  
SYSTEMS

Location: \_\_\_\_\_

Date/Time: \_\_\_\_\_

Supervisor: \_\_\_\_\_

Reported By	Phone	Crew	Report Taken By
Business Name / Location		Report Date	Start Date
		Time Spent	Completion Date
Notes		Cross Street	Misc.

### Location(s): (check all that apply)

#### Thoroughfare

- ☐ Building Front
- ☐ Building Side
- ☐ Building Rear
- ☐ Adjacent Wall
- ☐ Elevator
- ☐ Window(s)
- ☐ Door(s)
- ☐ Sign(s)
- ☐ Bench(s)

#### Alley

- ☐ Wall
- ☐ Fence
- ☐ Door
- ☐ Gate
- ☐ Sign(s)
- ☐
- ☐
- ☐
- ☐

#### Horizontal

- ☐ Steps
- ☐ Curb
- ☐ Sidewalk
- ☐ Columns
- ☐ Gutter
- ☐
- ☐
- ☐
- ☐

#### Miscellaneous

- ☐ Electric Box
- ☐ Power Pole
- ☐ Phone Pole
- ☐ Hand Railing
- ☐ Trash Receptacle
- ☐
- ☐
- ☐
- ☐

### Service Performed (check all that apply)

- ☐ Paint
- ☐ Solvent
- ☐ Water Blast
- ☐ Other

### Size of Area Serviced:

Height	Width	Total Sq. Feet
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### Remarks / Notes

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GRAFFITI  
CONTROL  
SYSTEMS

## Quality Assurance Site Report

Location: \_\_\_\_\_

Date/Time: \_\_\_\_\_

Supervisor: \_\_\_\_\_

	Excellent	Good	Fair	Poor
Pressure Washing Jobs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chemical Removal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Appearance of Surveyed Area in general	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Paint Jobs (if applicable); color match	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Paint Jobs (if applicable); overspray & clean up	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Specific area(s) with problems or concerns: \_\_\_\_\_

Other comments: \_\_\_\_\_

Technician(s) Employee ID# \_\_\_\_\_ Name \_\_\_\_\_

Employee ID # \_\_\_\_\_ Name \_\_\_\_\_