

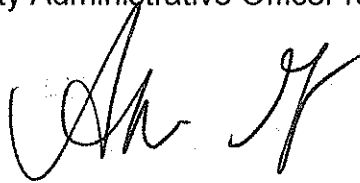
0150-09946-0000

TRANSMITTAL

TO The Council	DATE JUL 12 2013	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT All	

Letter of Agreement with Conejo Crest Landscape, Incorporated to Provide Japanese Garden Landscape and Site Services at the Donald C. Tillman Reclamation Plant

Approved and forwarded for your consideration.
See the City Administrative Officer report attached.



(Ana Guerrero)

MAYOR

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)


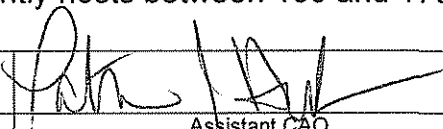
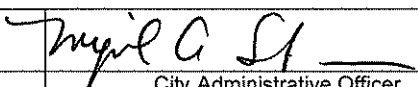
To: The Mayor	Date: 07-02-13	C.D. No. 6	CAO File No.: 0150-09946-0000				
Contracting Department/Bureau: Public Works/Sanitation		Contact: Gene Greene, (818) 766-8000					
Reference: Transmittal from the Board of Public Works dated February 11, 2013; referred for report on February 12, 2013.							
Purpose of Contract: To provide landscape and site services for the Japanese Garden at the Donald C. Tillman Water Reclamation Plant.							
Type of Contract: (X) New contract () Amendment		Contract Term Dates: Three years with two one-year renewal options for a total term of five years.					
Contract/Amendment Amount: \$3,500,000							
Proposed amount \$3,500,000 + Prior award(s) \$0 = Total \$3,500,000							
Source of funds: Sewer Construction and Maintenance Fund No. 760							
Name of Contractor: Conejo Crest Landscape, Incorporated							
Address: 16345 Hart Street, Van Nuys, CA 91406							
	Yes	No	N/A*	8. Contractor has complied with:	Yes	No	N/A*
1. Council has approved the purpose	X			a. Equal Employmt. Oppty./Affirm. Action	X		
2. Appropriated funds are available	X			b. Good Faith Effort Outreach**	X		
3. Charter Section 1022 findings completed	X			c. Equal Benefits Ordinance	X		
4. Proposals have been requested	X			d. Contractor Responsibility Ordinance	X		
5. Risk Management review completed	X			e. Slavery Disclosure Ordinance	X		
6. Standard Provisions for City Contracts included	X			f. Bidder Certification CEC Form 50	X		
7. Workforce that resides in the City: 36%				*N/A = not applicable ** Contracts over \$100,000			

COMMENTS

The Board of Public Works (Board), on behalf of the Bureau of Sanitation (Bureau), is requesting authority to execute a contract with Conejo Crest Landscape, Incorporated (Conejo) for the provision of landscape and site services for the Japanese Garden at the Donald C. Tillman Water Reclamation Plant (DCT). The proposed term of the contract is for three years with two one-year renewal options for a total term of five years. The cost ceiling is \$3,500,000. In accordance with Los Angeles Administrative Code Section 10.5(a), Council approval of the proposed contract is required because the term of the agreement exceeds three years.

Background

The Japanese Garden (Garden) was included as a mitigation measure required by the Army Corps of Engineers when DCT was constructed in the Sepulveda Flood Basin (C.F. 92-1404). The Garden is maintained using reclaimed water produced by DCT. The Bureau operates the 6.5 acre Garden, incorporating traditional Japanese landscape elements to showcase various uses for reclaimed water. The Bureau maintains a public outreach program to educate the public about the wastewater reclamation process and reuse potential, including educational guided tours and filming activities by the entertainment industry. The Garden also serves as a venue for meetings, retreats, weddings and other activities. The Garden currently hosts between 130 and 170 events per year.

 EMM	Analyst 06130060	 Assistant CAO	 City Administrative Officer
-------------------------------------------------------------------------------------------	---------------------	------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------

Contractor Selection Process

In accordance with Charter Section 1022, the Personnel Department determined that City employees possess the expertise to perform a portion of the work, and some of the work is highly specialized. On October 7, 2008, this Office determined that it is more economical to contract out all of the services necessary to maintain the Japanese Garden at DCT.

Since the 2008 findings were based on economic savings and given the significant economic changes over the last five years, this Office advised the Bureau to update these findings. As such, on May 21, 2013, this Office redetermined that the work proposed to be contracted can be performed more economically by a contractor than by City employees. While some of the work in the proposal may be performed by City employees, it is more economical and operationally effective to contract out for all maintenance services. Given that the contract provides services on an as-needed basis, contractors are not required to pay employees on holidays, training days, or rainy days when weather does not permit outdoor landscape maintenance.

There are specialty services required for the maintenance of the Garden that City employees do not have the expertise to perform. The Black Pine and bonsai trees growing in the Garden require in-depth knowledge and artistry for shaping and pruning. Annual site repairs, such as structural replacements, cannot be performed by City workers due to the specialty nature of the structures in the Garden.

The current contracts for Japanese Garden maintenance at DCT expired on June 30, 2008 (C.F. 06-1434). On June 27, 2008, the Bureau issued a Request for Proposals (RFP) and received three responses, all of which were deemed non-responsive. The Board extended the contract on a month-to-month basis until a new contract could be executed. On May 19, 2010, The Bureau re-distributed the RFP and received a total of four responses. The selection committee deemed two of the proposals as non-responsive due to a failure to receive a passing score on the Good Faith Effort (GFE) evaluation. The remaining responses were further evaluated using the following criteria:

Criteria	Mariposa Landscapes	Conejo Crest
Technical Qualifications and Past Experience (70%)	48	58
Record of Past Performance (15%)	5	13
Approach to Work (5%)	5	5
Cost Control Optimization (10%)	6	8
Total Overall Score (100%)	64	84

Conejo received the highest overall scores and the Bureau is requesting to execute the contract.

Scope of Work

Conejo will provide landscape and site services on an as-needed basis at the Japanese Garden and adjacent designated areas of DCT as specified in the contract. Specific maintenance services include but are not limited to the following:

- Hand weeding and watering;
- Raking of paths and gravel areas;
- Skimming and cleaning of the lake, ponds and decorative fountains;

- Renovation of garden elements;
- Litter pick-up and site grounds/facility cleaning;
- Irrigation repair/replacement;
- Maintenance of paths and dry garden elements;
- Renovation and construction of garden elements;
- Specialized care, training and pruning of large and dish sized bonsai trees;
- Specialized support for The Japanese Garden cultural and special programs;
- Care and planting of California native plants;
- Nursery and specialized plant production, care and maintenance of systems; and,
- Interior plant care.

Services also include annual recommendations by a Pest Control Advisor for all chemical applications included in the contract. Types of chemicals shall include, but not be limited to, pesticides, herbicides, and fungicides. These costs are to be covered in Conejo's overhead.

Employees of Conejo are required to possess relevant minimum experience as specified in the contract. Required work experience includes landscaping, proficiency in both English and Spanish, irrigation systems knowledge and the ability to operate landscape construction equipment.

Compensation for Services

Under Article 10.2 of the contract, the maximum allowable compensation for the term of the contract is \$3.5 million. First year funding is budgeted within the Sewer Construction and Maintenance Fund. Billing will be performed on a monthly basis, with contractor employee hourly rates as follows:

Position	Estimated Hours Per Day	Number of Employees Required	Rate (\$/hr)
Landscape Maintenance Foreman	8	1	\$27.50
Landscape Maintenance Laborer	8	4	\$19.50
Nurseryman	Varies	1	\$23.50
Additional Seasonal Landscape Maintenance Laborer	6	Varies	\$19.50

The total contract amount of \$3.5 million includes both employee compensation and the procurement of materials, supplies, equipment, pest control chemicals and fertilizers, parts, rentals and maintenance of equipment necessary to successfully complete the required services.

RECOMMENDATION

That the Council authorize the Board of Public Works, on behalf of the Bureau of Sanitation, to execute the proposed Memorandum of Agreement with Conejo Crest Landscape, Inc. for the provision of landscape and site services for the Japanese Garden at the Donald C. Tillman Water Reclamation Plant for a three-year term with two one-year renewal options for a total of five years for an amount not to exceed \$3.5 million. The City Attorney has approved this contract as to form.

FISCAL IMPACT STATEMENT

There is no General Fund impact. Sufficient funds within the Sewer Construction and Maintenance Fund are available to support the first year costs of the proposed Agreement. Future year funding will be provided through the City's annual budget process and be subject to Mayor and Council approval. The recommendation in this report complies with the City's Financial Policies as ongoing revenue will support ongoing expenditures.

MAS:EMM:06130060

CITY OF LOS ANGELES

BOARD OF PUBLIC WORKS
MEMBERS

CALIFORNIA

OFFICE OF THE
BOARD OF PUBLIC WORKS

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PRESIDENT

VALERIE LYNNE SHAW
VICE PRESIDENT

STEVEN T. NUTTER
PRESIDENT PRO TEMPORE

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MAYOR

200 NORTH SPRING STREET
ROOM 361, CITY HALL
LOS ANGELES, CA 90012
(213) 978-0281
(213) 978-0278 Fax

2013 FEB 13
CITY ADMINISTRATOR ARLEEN P. TAYLOR
EXECUTIVE OFFICER

<http://www.bpw.lacity.org>

February 11, 2013

#1 BOS/BCA

Mayor Antonio R. Villaraigosa
Room No. 305
City Hall
Attn: Mandy Morales


Subject: AUTHORITY TO AWARD AND EXECUTE A PERSONAL SERVICES CONTRACT WITH CONEJO CREST LANDSCAPE, INC. TO PROVIDE THE CITY OF LOS ANGELES' JAPANESE GARDEN LANDSCAPE AND SITE SERVICES AT THE DONALD C. TILLMAN WATER RECLAMATION PLANT

As recommended in the accompanying report of the Directors of the Bureaus of Sanitation and Contract Administration, which this Board has adopted, the Board of Public Works requests approval and forwarding to the City Council for approval and authorization to execute a contract with Conejo Crest Landscape, Inc. to provide the Japanese Garden landscape and site services at the Donald C. Tillman Water Reclamation Plant. The term of the contract shall be for three (3) years with two (2) one-year renewal options. The total contract ceiling is \$3,500,000.

FISCAL IMPACT

Funds in the amount of \$3,500,000 are available in Fund 760, Dept. 50, Account No. 50 X82 titled "PWB – Sanitation Expense and Equipment.

Respectfully submitted,


Arleen P. Taylor, Executive Officer
Board of Public Works

APT:mp



BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
February 11, 2013

Page 2

FISCAL IMPACT STATEMENT

Financing for this contract will be requested through the yearly budget process. There will be no impact to the General Fund. This Contract will be funded utilizing Sewer Construction and Maintenance Funds.

DISCUSSION

Background

When the construction of a large water reclamation plant in the Sepulveda Flood Basin was approved, the Japanese Garden was included as mitigation by the Army Corps of Engineers for building the water reclamation plant. The Japanese Garden was designed to invite the public to show them the water reclamation process and demonstrate the use of recycled water in the garden and create a place of beauty and serenity within the City for the enjoyment of its citizens and visitors.

The Bureau of Sanitation operates the Japanese Garden (Garden), a 6 ½ acre highly stylized garden located contiguous to the Bureau's Donald C. Tillman Water Reclamation Plant (DCT), 6100 Woodley Avenue in Van Nuys. The Garden is irrigated 100% with recycled water from the DCT facility. The garden incorporates traditional Japanese Garden landscape elements along with several modern features that reflect the garden's use of reclaimed water in a fragile environment.

Completed in late 1984, tours of the Garden and water reclamation plant began in 1985. During this time, the Mayor formed a 15-member Mayors' Citizen Advisory Committee to plan future activities and obtain maximum use for the public.

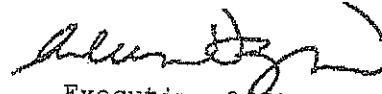
The main, ongoing public outreach program consists of a 72-member Docent/Volunteer group, who guides visitors through the Japanese Garden explaining its mythology and symbolism and educates the public about the wastewater reclamation process and reuse potential. An additional ongoing program is 'open strolling times' for the public, Mondays through Thursdays from noon to 4PM and Sundays from 10AM to 4PM.

Special events are also held at the Garden, which include filming activities by the motion picture industry, weddings, luncheons, meetings, and garden-sponsored cultural education programs. These events currently number from 130 to 170 per year and are increasing due to the garden's unique beauty and accessibility. The Japanese Garden is currently ranked number 12 in the western hemisphere out of 300 public Japanese gardens.

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
February 11, 2013

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California
AND REFERRED TO THE MAYOR
FEB 11 2013


Executive Officer

CD: 6

AUTHORITY TO AWARD AND EXECUTE A PERSONAL SERVICES CONTRACT WITH
CONEJO CREST LANDSCAPE, INC. FOR LANDSCAPE AND SITE SERVICES AT THE
CITY OF LOS ANGELES' JAPANESE GARDEN

RECOMMENDATIONS:

1. Approve and forward this report with transmittals to the Mayor and City Council with the request that the Board of Public Works (Board) be authorized to execute a contract with Conejo Crest Landscape, Inc. for Landscape and Site Services at the Japanese Garden. The term of the contract shall be for three (3) years with two (2) one-year renewal options. The total contract ceiling is \$3,500,000.
2. Upon authorization from the Mayor and City Council, the President or two members of the Board will execute the contract.
3. Upon execution, contact the Bureau of Sanitation, Board Report Section, at 213-485-4246 for pick up and further processing.

TRANSMITTALS

1. Copy of the adopted Bureau of Sanitation (Bureau) and Bureau of Contract Administration Joint Board Report No. 1, dated June 27, 2008, authorizing the Bureau to distribute a Request for Proposals (RFP) and to negotiate a contract for the City of Los Angeles Japanese Garden Landscape and Site Services and to authorize a month-to-month extension of the existing Japanese Garden contract (C-104950), until a new contract is awarded.
2. Copy of the adopted Bureau of Sanitation and Bureau of Contract Administration Joint Board Report No. 1, dated May 19, 2010, authorizing the Bureau to re-distribute a Request for Proposals (RFP) and to negotiate a contract for the City of Los Angeles Japanese Garden Landscape and Site Services.
3. Copy of the adopted Bureau of Sanitation Board Report No. 1, dated April 4, 2011, authorizing the Bureau to find ValleyCrest Landscape Maintenance and Marina Landscaping Inc. as non-responsive proposers for failure to achieve a passing score on their Good Faith Effort submittal.
4. Copy of the proposed personal services contract between the City of Los Angeles and Conejo Crest Landscape, Inc. for Landscape and Site Services at the Japanese Garden.

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
February 11, 2013

Page 2

FISCAL IMPACT STATEMENT

Financing for this contract will be requested through the yearly budget process. There will be no impact to the General Fund. This Contract will be funded utilizing Sewer Construction and Maintenance Funds.

DISCUSSION

Background

When the construction of a large water reclamation plant in the Sepulveda Flood Basin was approved, the Japanese Garden was included as mitigation by the Army Corps of Engineers for building the water reclamation plant. The Japanese Garden was designed to invite the public to show them the water reclamation process and demonstrate the use of recycled water in the garden and create a place of beauty and serenity within the City for the enjoyment of its citizens and visitors.

The Bureau of Sanitation operates the Japanese Garden (Garden), a 6 ½ acre highly stylized garden located contiguous to the Bureau's Donald C. Tillman Water Reclamation Plant (DCT), 6100 Woodley Avenue in Van Nuys. The Garden is irrigated 100% with recycled water from the DCT facility. The garden incorporates traditional Japanese Garden landscape elements along with several modern features that reflect the garden's use of reclaimed water in a fragile environment.

Completed in late 1984, tours of the Garden and water reclamation plant began in 1985. During this time, the Mayor formed a 15-member Mayors' Citizen Advisory Committee to plan future activities and obtain maximum use for the public.

The main, ongoing public outreach program consists of a 72-member Docent/Volunteer group, who guides visitors through the Japanese Garden explaining its mythology and symbolism and educates the public about the wastewater reclamation process and reuse potential. An additional ongoing program is 'open strolling times' for the public, Mondays through Thursdays from noon to 4PM and Sundays from 10AM to 4PM.

Special events are also held at the Garden, which include filming activities by the motion picture industry, weddings, luncheons, meetings, and garden-sponsored cultural education programs. These events currently number from 130 to 170 per year and are increasing due to the garden's unique beauty and accessibility. The Japanese Garden is currently ranked number 12 in the western hemisphere out of 300 public Japanese gardens.

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
February 11, 2013

Page 3

Purpose:

The Bureau plans to utilize a contractor to provide landscape and site services at the Garden for three (3) years with two (2) one-year renewal options. The current Japanese Garden personal services contract (C-104950), expired on June 30, 2008. Since that time, the contract has been extended on a month-to-month basis until a new contract is executed.

Scope of Services:

Conejo Crest Landscape, Inc. the successful proposer shall provide landscape and site services on an as-needed basis at the Japanese Garden and adjacent site areas. These landscape and site services may include, but are not limited to: application of chemicals and fertilizers, pruning, trimming and training of plant material, irrigation, planting, weeding, renovation and/or development of garden/site elements and programs, and support/set up for cultural and special events.

Proposed Term of Agreement and Estimated Value of the Contract:

The term of the proposed agreement shall be three (3) years from the date of execution with two (2), one-year renewal options. The total cost ceiling for this contract over five (5) years is \$3,500,000.

Selection and Evaluation Process:

On June 27, 2008, the Board of Public Works approved the distribution of an RFP for the City of Los Angeles Japanese Garden Landscape and Site Services to provide landscape and site services, and other expert services on an as-needed basis. (Transmittal No. 1) On October 10, 2008, the Bureau received three (3) proposals in response to the RFP. Upon review, the Bureau deemed all three (3) proposals non-responsive. On May 19, 2010, the Board authorized the Bureau to re-distribute the RFP and negotiate a contract for the City of Los Angeles Japanese Garden Landscape and Site Services. (Transmittal No. 2).

In response to the advertised RFP, the Bureau received total of four (4) proposals on August 18, 2010, from:

- 1) ValleyCrest Landscape Maintenance;
- 2) Marina Landscaping Inc.;
- 3) Conejo Crest Landscape, Inc.;
- 4) Mariposa Landscapes, Inc.

A selection committee comprised of Bureau staff reviewed, evaluated, and rated the proposals using the evaluation criteria specified in the RFP. Two (2) of the proposals were deemed non-responsive (ValleyCrest Landscape Maintenance and Marina Landscaping Inc.) for failure to achieve a passing score of 75 points on the Good Faith Effort evaluation. (Transmittal No. 3).

BUREAU OF SANITATION
 BUREAU OF CONTRACT ADMINISTRATION
 JOINT BOARD REPORT NO. 1
 February 11, 2013

Page 4

The remaining two (2) responsive proposals (Mariposa Landscapes, Inc. and Conejo Crest Landscape) were further evaluated based on the criteria outlined in the RFP. The evaluation criteria included the following:

Table 1: Evaluation Criteria

EVALUATION CRITERIA	
Technical Qualifications and Past Experience	70%
Record of Past Performance	15%
Approach to Work	5%
Cost Control Optimization	10%
TOTAL	100%

As a result of the evaluation interviews held on March 3, 2011, Conejo Crest Landscape, Inc. received 84 out of 100 points and Mariposa Landscapes, Inc. received 64 out of 100 points.

Table 2: Proposer Interview Scores

Description of Standard	Maximum Point Value	Mariposa Landscapes	Conejo Crest
		Points Awarded	Points Awarded
Technical Qualifications and Past Experience	70 points	48	58
Record of Past Performance	15 points	5	13
Approach to Work	5 points	5	5
Cost Control Optimization	10 points	6	8
TOTAL POINT VALUE (Minimum Qualifying Score - 75 points)	100 POINTS	64 Points	84 Points

Conejo Crest Landscape, Inc. was selected for contract award as they were the best qualified. Mariposa Landscapes, Inc. did not meet the minimum qualifying score of 75 points.

MBE/WBE/OBE Subcontractor Outreach Program:

At the time of distribution of the RFP for these services in June, 2010, the City established anticipated MBE and WBE participation levels for this project of eighteen percent (18%) and four percent (4%) respectively. Conejo Crest was only able to locate one subcontractor to submit a bid and pledged a 0% MBE, 0% WBE and .7% OBE participation.

Gender/Ethnicity Codes:

AA = African American	HA = Hispanic American
SAA = Subcontinent Asian American	APA = Asian Pacific American
C = Caucasian	NA = Native American
M = Male	F = Female

The MBE/WBE/OBE subcontractor pledged participation levels for **Conejo Crest Landscape, Inc.** are:

Subcontractors	MBE/ WBE/ OBE	Gender/ Ethnicity	% of Contract Amount	Subcontract Amount
RAMS Landscape and Irrigation	OBE		.7%	\$25,000
Total MBE Participation			0%	\$0
Total WBE Participation			0%	\$0
Total OBE Participation			.7%	\$25,000
Total Contract Amount				\$3,500,000

Contractor Performance Evaluation:

In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, the appropriate City personnel responsible for the quality control of this personal services contract shall submit Contractor Performance Evaluation Reports to the Bureau of Contract Administration (Department of Public Works) upon completion of this contract.

Contract Responsibility Ordinance:

All contractors participating in this project are subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance #173677, [Article 14, Chapter 1, Division 10, L.A.A.C.]. Failure to comply with all requirements specified in the Ordinance will render the bidder's contract subject to termination pursuant to the conditions expressed therein.

Peak Hour Construction and Right-Of-Way Obstruction Regulations

All contractors are to comply with the requirements specified in the Los Angeles Municipal Code (L.A.M.C.) Section 62.61 related to peak hour traffic restrictions, unless an Exemption from the Peak Traffic Hours Prohibition is approved.

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
February 11, 2013

Page 6

Compliance with Standard City Requirements:

Conejo Crest Landscape shall comply with the following City of Los Angeles policies and requirements:

- Affirmative Action/Non-Discrimination/Equal Employment Practices
- Americans with Disabilities Act
- Business Tax Registration Certificate
- Insurance Requirements
- Living Wage and Service Contractor Worker Retention Ordinances
- Child Support Obligation Ordinance
- Equal Benefits Ordinance
- Slavery Disclosure Ordinance
- Los Angeles Residence Information
- Contract History
- Municipal Lobbying Ordinance
- Non-Collusion Affidavit

Notification of Intent to Contract:

The required Notification of Intent to Contract was filed with the City Administrative Office Clearinghouse on August 8, 2007.

Charter Section 1022:

The Office of the City Administrative Officer released the Charter Section 1022 determination report on October 7, 2008 with the determination that the proposed service can be performed more feasibly and economically by a contractor than by City employees.

Headquarters and Workforce Information:

The headquarters of Conejo Crest is located at 16435 Hart Street, Van Nuys, CA 91406. The contractor has a staff of 92 employees, 100% of whom reside within the City of Los Angeles.

Contract Administration:

The responsibility for the administration of this contract will be with the Water Reclamation Division, Bureau of Sanitation.

City Attorney Review:

The City Attorney's Office reviewed the attached contract and approved it as to form.

STATUS OF FINANCING

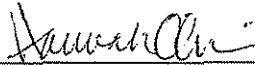
Funds in the amount of \$3,500,000 are available in Fund 760, Dept 50, Account No. 50 X82 titled "PWB – Sanitation Expense and Equipment".

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
February 11, 2013

Page 7

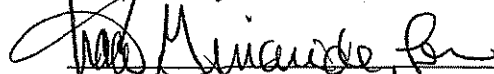
This contract includes the "Financial Liability Clause" which states that "the City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City shall appropriate funds for any succeeding years, the City's liability shall be extended to the extent of such appropriation, subject to the terms and conditions of the contract."

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:

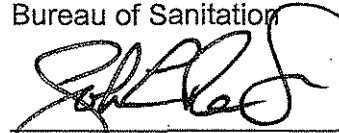


Hannah Choi, Program Manager
Office of Contract Compliance
Bureau of Contract Administration

Respectfully submitted,



ENRIQUE S. ZALDIVAR, Director
Bureau of Sanitation



JOHN L. REAMER, JR., Director
Bureau of Contract Administration

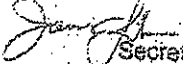
Prepared By:
Gene Greene, DCT
(818)766-8000

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
BOARD REPORT NO. 1
JUNE 27, 2008

ADOPTED BY THE BOARD OF
PUBLIC WORKS OF THE CITY
of Los Angeles California

JUN 27 2008


Secretary

CD: 6

AUTHORITY TO DISTRIBUTE A REQUEST FOR PROPOSALS (RFP) AND
NEGOTIATE A CONTRACT FOR THE JAPANESE GARDEN LANDSCAPE AND SITE
SERVICES PROJECT

RECOMMENDATIONS

Authorize the Director of the Bureau of Sanitation to:

1. Distribute and advertise the transmitted Request for Proposals (RFP) to provide specialty Landscape and Site Services for the Japanese Garden, located at the Donald C. Tillman Water Reclamation Plant.
2. Evaluate the proposals and select the most qualified proposer(s) based on established rating criteria.
3. Negotiate a contract(s) with the most qualified proposer(s).
4. Return to the Board of Public Works for authority to execute the contract(s).
5. Due to the urgent nature of services required to maintain the Japanese Gardens and also due to delays in the processing of the 1022 Determination for the RFP by the CAO, it is also requested that the Board authorize a month-to-month extension of the existing garden contract until such time as the new contract is issued.

TRANSMITTALS

1. Copy of the RFP to provide specialty landscape and site services for The Japanese Garden project.
2. Copy of the proposed mailing list.

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
BOARD REPORT NO. 1
JUNE 27, 2008
PAGE 2

DISCUSSION

Project Background

When the construction of a large water reclamation plant in the Sepulveda Flood Basin was approved, the Japanese Garden was included as mitigation by the Army Corps of Engineers for building the water reclamation plant. The Japanese Garden was designed to invite the public to show them the water reclamation process and demonstrate the use of recycled water in the garden and create a place of beauty and serenity within the City for the enjoyment of its citizens and visitors.

The Bureau of Sanitation operates the Japanese Garden, a 6 ½ acre highly stylized garden located contiguous to the Bureau's Donald C. Tillman Water Reclamation Plant (DCT), 6100 Woodley Avenue in Van Nuys. The garden is irrigated 100% with recycled water from the DCT facility. The garden incorporates traditional Japanese Garden landscape elements along with several modern features that reflect the Garden's use of reclaimed water in a fragile environment.

Completed in late 1984, tours of the garden and water reclamation plant began in 1985. During this time the Mayor formed a 15-member Mayors' Citizen Advisory Committee to plan future activities and obtain maximum use for the public.

The main ongoing program, the 72 member Docent/Volunteer group, guides the public through the Japanese Garden explaining its mythology and symbolism and educates the public about the wastewater reclamation process and reuse potential. An additional program is our 'open strolling times' for the public, Monday through Thursday noon to 4PM and on Sundays from 10AM to 4PM.

Special contract events are held at the garden, which include filming activities by the motion picture industry, weddings, luncheons, meetings, and garden sponsored cultural programs. These events currently number from 130 to 170 per year and are increasing due to the garden's unique beauty and accessibility. The Japanese Garden is currently ranked number 10 in the western hemisphere out of 300 Japanese gardens.

Proposed Term of Contract:

This RFP will be for a three (3) year duration with the option of two (2) additional annual renewal periods, making a total of five years. The existing Japanese Garden personal services contract (C-104950), has exercised all its renewal options and will terminate on June 30, 2008.

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
BOARD REPORT NO. 1
JUNE 27, 2008
PAGE 3

Cost Estimate of Contract:

The five year estimated cost of these services is \$2.55 million. The Bureau anticipates funds totaling \$2.55 million to be available in Fiscal years 2008 -2011 in Fund 760, Dept 50, "Sewer Maintenance & Construction".

Request for Proposals (RFP):

This Request for Proposal (RFP) is a solicitation for proposals from experienced contractors to provide landscape services and other expert site services on an as needed basis at the Japanese Garden. These services are sought as staff and materials augmentation for the Bureau of Sanitation.

Services shall include but are not limited to application of chemicals and fertilizers, pruning, trimming, and training of plant material, irrigation, planting, weeding, renovation and development of garden elements and other site and event services.

Rationale for using an RFP:

The RFP process is being used instead of the bid process in order to solicit the best available specialized and certified services at the most competitive price. The review committee will entertain all proposals in order to determine which proposal(s) will bring the greatest benefits to the City.

Selection Process and Evaluation Criteria:

The proposal (RFP) will be mailed to firms listed in Transmittal No. 2. The Bureau of Sanitation will form a selection committee to rate the proposals. The Bureau of Sanitation will then negotiate a contract with the best qualified proposer. The Bureau will then return with a recommendation for the Board to review the contract and forward it to Council for approval.

Each proposal will be reviewed and ranked for the following:

EVALUATION CRITERIA	
Technical Qualifications and Past Experience	70%
Record of Past Performance	15%
Approach to Work	5%
Cost Control	10%
TOTAL	100%

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
BOARD REPORT NO. 1
JUNE 27, 2008
PAGE 5

Other City Requirements:

Proposers shall be required to comply with all provisions of the City's Affirmative Action Program, Child Support Obligations Policy, Americans with Disabilities Act, Slavery Disclosure Ordinance, Municipal Lobbying Ordinance, Non-Collusion Affidavit, Insurance Guidelines, Living Wage Ordinance and Equal Benefits Ordinance. The selected proposer will also be required to obtain a Business Tax Registration Certificate (BTRC). The necessary attachments and forms pertaining to these requirements are included with the RFP.

Contractor Responsibility Ordinance:

The best qualified proposer, selected following the Proposal Selection Criteria, will be subject to compliance with the requirements specified in the City of Los Angeles Contractor Responsibility Ordinance #173677, [Article 14, Chapter 1, Division 10, L.A.A.C.]. Failure to comply with all requirements specified in the Ordinance will render the proposal non responsive pursuant to the conditions expressed therein.

Contractor Performance Evaluation:

In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, the appropriate City personnel responsible for the quality control of this Personal Services Contract shall submit Contractor Performance Evaluation Reports to the Bureau of Contract Administration.

Contract Administration:

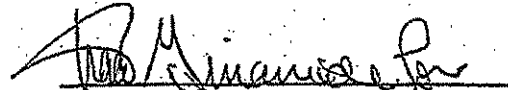
Responsibility for the administration and management of this Contract will rest with the Donald C. Tillman Water Reclamation Plant Division of the Bureau of Sanitation.

Future Actions:


Upon authorization by the Board, the RFP will be sent to each vendor listed in the Proposed Mailing List, Transmittal No. 2. A review committee will evaluate the proposals received. The most qualified proposer(s), who submitted the best proposal(s) in response to the proposed RFP, will be reviewed, ranked, and selected. The Bureau will then negotiate with the selected proposer and return to the Board for authority to execute the Contract.

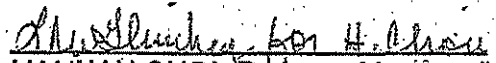
BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
BOARD REPORT NO. 1
JUNE 27, 2008
PAGE 6

Respectfully submitted,


ENRIQUE ZALDIVAR, Director
Bureau of Sanitation

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:


JOHN L. REAMER, JR., Director
Bureau of Contract Administration


HANNAH CHOI, Program Manager II
Office of Contract Compliance
Bureau of Contract Administration

Prepared by:
Gene Greene
(818) 778-4134

TRANSMITTAL 2

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
May 19, 2010

CD: 6

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California

MAY 19 2010


Secretary

AUTHORITY TO RE-DISTRIBUTE A REQUEST FOR PROPOSALS (RFP) AND
NEGOTIATE A CONTRACT FOR THE JAPANESE GARDEN LANDSCAPE AND SITE
SERVICES PROJECT

RECOMMENDATIONS

Authorize the Director of the Bureau of Sanitation to:

1. Reject all proposals submitted on October 10, 2008.
2. Re-distribute and re-advertise the Request for Proposals (RFP) to provide specialty landscape and site services for the Japanese Garden at the Donald C. Tillman Water Reclamation Plant
3. Evaluate the proposals and select the most qualified proposer(s) based on established rating criteria.
4. Negotiate a contract(s) with the most qualified proposer(s).
5. Return to the Board of Public Works (Board) for authority to award and execute the contract(s)

TRANSMITTALS

1. Copy of the Bureau of Sanitation and Bureau of Contract Administration Joint Board Report No. 1, dated June 27, 2008, approving the request for authority to distribute a RFP and to negotiate a contract for the Japanese Garden Landscape and Site Services Project and to authorize a month-to-month extension of the existing Japanese Garden contract (C-104950), until a new contract is awarded.
2. Copy of the RFP to provide specialty landscape and site services for the Japanese Garden Landscape and Site Services project.

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
May 19, 2010

PAGE 2

DISCUSSION

When the construction of a large water reclamation plant in the Sepulveda Flood Basin was approved, the Army Corps. of Engineers included the Japanese Garden (Garden) as mitigation for building the water reclamation plant. The City designed the Garden to show the water reclamation process and the use of recycled water in the garden to the public and to create a place of beauty and serenity within the City for the enjoyment of its citizens and visitors.

The Bureau of Sanitation (Bureau) operates the Garden, a 6 ½ acre highly stylized garden located contiguous to the Donald C. Tillman Water Reclamation Plant (DCT), 6100 Woodley Avenue in Van Nuys. The City irrigates the Garden with 100% recycled water from DCT. The City incorporated the traditional Japanese garden landscape elements along with several modern features that reflect the Garden's use of reclaimed water in a fragile environment.

When the City completed the Garden in late 1984, the City began tours of the Garden and then the water reclamation plant in 1985. During this time, Mayor Tom Bradley formed a 15-member Mayors' Citizen Advisory Committee to plan future activities and obtain maximum use of the Garden for the public.

The City's main ongoing program, the 72-member Docent/Volunteer group, guides the public through the Japanese Garden, explaining its mythology and symbolism and educating the public about the wastewater reclamation process and reuse potential. The City has another popular program called the "Open Strolling Times" for a self-guided tour, Monday through Thursday from noon to 4 PM and on Sundays from 10 AM to 4 PM.

The City also holds special events at the Garden, which include filming activities by the motion picture industry, weddings, luncheons, meetings, and Garden-sponsored cultural programs. These events currently number from 130 to 170 per year. In 2004, the Journal of Japanese Gardening (JOJG) distributed a questionnaire to 41 Japanese garden specialists to find the highest-quality Japanese garden in North America. JOJG ranked the Garden number 10 out of 300 Japanese gardens in North America.

On June 27, 2008, the Board approved a request for authority to distribute an RFP and to negotiate a contract for the Japanese Garden Landscape and Site Services Project.

The Board also approved on June 27, 2008, a month-to-month extension of the existing Garden Contract (C-104950) before the contract expiration on June 30, 2008. The month-to-month extension was necessary as the CAO was still in the process of making a determination on the Charter Section 1022 request that the Bureau submitted January 30, 2008. The CAO released their 1022 determination on October 7, 2008.

On October 10, 2008, three (3) firms submitted proposals in response to the RFP. After reviewing all three (3) proposals, the Bureau staff determined that it is in the best interest of the City to re-distribute and re-advertise this RFP.

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
May 19, 2010

PAGE 3

The Bureau is requesting that the Board authorize the Bureau to re-advertise the RFP to obtain qualified proposers, which will allow the Bureau to negotiate a new contract.

Proposed Term of Contract

The proposed term of the contract will be for three (3) years with the option of two (2) additional annual renewal periods for a total of five (5) years. The current Japanese Garden contract (C-104950), expired on June 30, 2008. The contract is currently being extended on a month-to-month basis until a new contract is executed.

Cost Estimate of Contract

The estimated cost of these services for five (5) years is \$2.55 million. The Bureau anticipates funds totaling \$2.55 million to be available in Fiscal years 2009-2013 in Fund 760, Dept 50, "Sewer Maintenance & Construction."

Rationale for using an RFP

The RFP process is being used instead of the bid process in order to solicit the best available specialized and certified services at the most competitive price. The review committee will entertain all proposals in order to determine which proposal(s) will bring the greatest benefits to the City while complying with all proposed requirements and specifications.

Request for Proposals (RFP)

This Request for Proposals (RFP) is a solicitation for proposals from experienced contractors to provide landscape services and other expert site services on an as needed basis at the Garden. These services are sought as staff and materials augmentation for the Bureau of Sanitation.

Services shall include but are not limited to application of chemicals and fertilizers, pruning, trimming, and training of plant material, irrigation, planting, weeding, renovation and development of garden elements and support and set up for Garden cultural and special events.

Selection Process and Evaluation Criteria

The Bureau will form a selection committee to rate the proposals based on the evaluation criteria. The Bureau will then negotiate a contract with the most qualified proposer. The Bureau will then return with a recommendation for the Board to review the contract and forward it to the Mayor and Council for approval.

BUREAU OF SANITATION
 BUREAU OF CONTRACT ADMINISTRATION
 JOINT BOARD REPORT NO. 1
 May 19, 2010

PAGE 4

Each proposal that passes the initial compliance review will be reviewed and ranked on the following evaluation criteria by the selection committee:

EVALUATION CRITERIA	
Technical Qualifications and Past Experience	70%
Record of Past Performance	15%
Approach to Work	5%
Cost Control	10%
TOTAL	100%

MBE/WBE/OBE Participation

The MBE/WBE/OBE Subcontractor Outreach Program will be in accordance with the Mayor's Executive Directive No. 2001-26. The anticipated MBE and WBE participation levels are 18 and 4 percent, respectively.

World Wide Web

The RFP will be posted on the City Web Site, www.labavn.org in compliance with City Council Motion 95-1060-S2.

Newspaper Announcement

Upon authorization from the Board, the City will advertise this RFP in three local newspapers (the Los Angeles Daily Journal, Los Angeles Sentinel and *La Opinion*). The City will send the RFP to the firms that respond to the notice and public advertisement.

Compliance with Board RFP Policy

As per Board policy, the RFP was delivered to the Secretary of the Board prior to Board consideration thereof.

Notification of Intent to Contract

The required Notification of Intent to Contract was filed with the CAO Clearinghouse on July 26, 2007.

Charter Section 1022

The Office of the City Administrative Officer released the Charter 1022 determination report on October 7, 2008 with the determination that the proposed service can be performed more feasibly and economically by a contractor than by City employees.

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
May 19, 2010

PAGE 5

Other City Requirements

All proposers will be required to comply with the following City policies and requirements:

- Nondiscrimination/Equal Employment Practices/Affirmative Action Program
- Insurance and Performance Bond requirements
- Child Support Obligation Ordinance
- Living Wage and Service Contractor Worker Retention Ordinances
- Equal Benefits Ordinance
- Slavery Disclosure Ordinance
- Municipal Lobbying Ordinance
- Los Angeles Residence Information
- Americans with Disabilities Act
- City of Los Angeles Contract History
- Non-Collusion Affidavit

The selected proposer will be required to obtain a Business Tax Registration Certificate (BTRC) upon award of the contract. Attachments and forms pertaining to these requirements are included in the RFP.

Contractor Responsibility Ordinance

The best qualified proposer will be subject to compliance with the requirement specified in the City of Los Angeles' Contractor Responsibility Ordinance #173677, (Article 14, Chapter 1, Division 10, L.A.A.C.). Failure to comply with all requirements specified in the Ordinance will render the bidder's contract subject to termination pursuant to the conditions expressed therein.

Contractor Performance Evaluation

In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, the appropriate City personnel responsible for the quality control of these Personal Service Contracts shall submit Contractor Performance Evaluation Reports to the Bureau of Contract Administration upon completion of the contract.

Contract Administration

Responsibility for the administration and management of this Contract will rest with the Water Reclamation Division, Bureau of Sanitation.

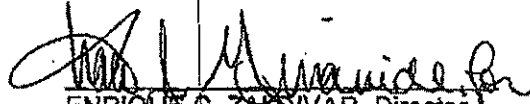
BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
May 19, 2010

PAGE 6

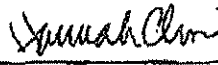
Future Action


Upon authorization by the Board, the RFP will be sent to each vendor listed in the Proposed Mailing List, Transmittal No. 3. A review committee will evaluate the proposals received. The most qualified proposer(s), who submitted the best proposal(s) in response to the proposed RFP, will be reviewed, ranked, and selected. The Bureau will then negotiate with the selected proposer and return to the Board for authority to execute the Contract.

Respectfully submitted,


ENRIQUE C. ZALDIVAR, Director
Bureau of Sanitation

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:


HANNAH CHOI, Program Manager II
Office of Contract Compliance
Bureau of Contract Administration


JOHN L. REAMER, JR., Director
Bureau of Contract Administration

Prepared by:
Hiddo Netto
(818) 778-4120

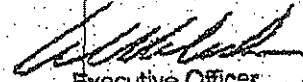
TRANSMITTAL 3

DEPARTMENT OF PUBLIC WORKS

BOARD OF PUBLIC WORKS
BUREAU OF SANITATION
BOARD REPORT NO. 1
April 4, 2011

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California

APR 27 2011


Executive Officer

CD: ALL

AUTHORITY TO FIND VALLEYCREST LANDSCAPE MAINTENANCE AND MARINA LANDSCAPING INC. AS NON RESPONSIVE PROPOSERS FOR FAILURE TO ACHIEVE A PASSING SCORE ON THE GOOD FAITH EFFORT EVALUATION FOR THE CITY OF LOS ANGELES JAPANESE GARDEN LANDSCAPE AND SITE SERVICES REQUEST FOR PROPOSALS

RECOMMENDATION

Find ValleyCrest Landscape Maintenance and Marina Landscape Inc. non-responsive for failure to achieve a minimum passing score of 75 out of 100 points on their Good Faith Effort (GFE) evaluations.

TRANSMITTALS

1. Copy of the adopted Bureau of Sanitation (Bureau) and Bureau of Contract Administration Joint Board Report No. 1, dated June 27, 2008, authorizing the Bureau to distribute a Request for Proposals (RFP) and to negotiate a contract for the City of Los Angeles Japanese Garden Landscape and Site Services and to authorize a month-to-month extension of the existing Japanese Garden contract (C-104950), until a new contract is awarded.
2. Copy of the adopted Bureau of Sanitation (Bureau) and Bureau of Contract Administration Joint Board Report No. 1, dated, May 19, 2010, authorizing the Bureau to re-distribute a Request for Proposals (RFP) and to negotiate a contract for the City of Los Angeles Japanese Garden Landscape and Site Services.
3. Copy of the RFP to provide specialty landscape and site services for the Japanese Garden Landscape and Site Services.
4. Copy of the letter sent by the Bureau, Centralized Contracts Unit (CCU) to Conejo Crest Landscape Management, dated September 30, 2010, regarding the GFE evaluation of Conejo Crest Landscape Management.
5. Copy of the letter sent by the Bureau, CCU to Mariposa Landscapes, Inc., dated September 30, 2010, regarding the GFE evaluation of Mariposa Landscapes, Inc.
6. Copy of the letter sent by the Bureau, CCU to Marina Landscape Inc., dated September 30, 2010, regarding the GFE evaluation of Marina Landscape Inc.
7. Copy of the letter sent by the Bureau, CCU to ValleyCrest Landscape Maintenance, dated September 30, 2010, regarding the GFE evaluation of ValleyCrest Landscape Maintenance.
8. Copy of the protest letter sent by ValleyCrest Landscape Maintenance to the Bureau, dated October 6, 2010, in response to CCU's GFE evaluation of ValleyCrest Landscape Maintenance.

BUREAU OF SANITATION

Board Report No. 1

April 4, 2011

Page 2

9. Copy of the letter sent by the Bureau, CCU to ValleyCrest Landscape Maintenance, dated October 19, 2010, in response to ValleyCrest Landscape Maintenance's GFE evaluation Formal Protest.
10. Copy of the protest letter sent by ValleyCrest Landscape Maintenance to the Board of Public Works, dated October 29, 2010, regarding the GFE evaluation of ValleyCrest Landscape Maintenance.

DISCUSSION**Background**

On June 27, 2008, the Board of Public Works (Board) approved the distribution of an RFP for the City of Los Angeles Japanese Garden Landscape and Site Services to provide landscape and site services, and other expert services on an as-needed basis. (Transmittal No. 1). On October 10, 2008, the Bureau received and reviewed three (3) proposals in response to the RFP. Upon review, the Bureau deemed all three (3) proposals non-responsive. On May 19, 2010, the Board approved to re-distribute the RFP and negotiate a contract for the City of Los Angeles Japanese Garden Landscape and Site Services and reject all proposals submitted on October 10, 2008. (Transmittal No. 2).

Purpose

The Bureau plans to utilize Contractor(s) to provide landscape and site services at the Japanese Garden (Garden) for three (3) years with a two-year renewal option. The current Japanese Garden contract (C-104950), expired on June 30, 2008. The contract is currently being extended on a month-to-month basis until a new contract is executed. The estimated value of the contract for the five (5) years is \$2.55 million.

Scope of Services

The Selected Proposer shall provide landscape and site services on an as-needed basis at the Japanese Garden and adjacent site areas. These landscape and site services may include, but are not limited to: application of chemicals and fertilizers, pruning, trimming and training of plant material, irrigation, planting, weeding, renovation and/or development of garden/site elements and programs, and support and set up for Garden Cultural and special events.

MBE/WBE/OBE Subcontractor Outreach Program

It is the policy of the City of Los Angeles to provide Minority-owned Business Enterprises (MBE), Women-owned Business Enterprises (WBE) and Other Business Enterprises (OBE) an equal opportunity to participate in the performance of all City contracts. Organization(s) responding to this RFP shall assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBE and WBE, have an equal opportunity to compete for and participate in City contracts. For the purpose of this RFP, the City set anticipated participation levels of eighteen percent (18%) MBE and four percent (4%) WBE based upon the potential areas of work which may be subcontracted.

BUREAU OF SANITATION
Board Report No. 1
April 4, 2011

Page 3

Four (4) proposals were received in response to the RFP with the August 18, 2010 due date. The Bureau's Centralized Contrats Unit (CCU) reviewed the GFE documentation submitted with each proposal. In order to be deemed responsive, proposers were required to submit GFE documentation, as described in Attachment Six of the RFP, and to achieve a minimum passing score of 75 out of 100 GFE evaluation points.

After a detailed review and evaluation by CCU of the GFE documentation submitted by the four (4) proposers (Conejo Crest Landscape Management (Conejo Crest), Mariposa Landscapes, Inc. (Mariposa), Marina Landscape Inc. (Marina) and ValleyCrest Landscape Maintenance (ValleyCrest)), CCU found Conejo Crest and Mariposa to be responsive, each achieving the minimum passing score of 75. However, CCU found Marina and ValleyCrest to be nonresponsive for failure to achieve the minimum passing score. CCU faxed correspondence, dated September 30, 2010, to all proposers notifying them of their scores (Transmittals Nos. 4, 5, 6 and 7). More specifically, Marina earned a total of 59 points from passing the following indicators: Indicator 2 (ten points) (Pre-Bid Meeting Attendance), 3 (ten points) (Sufficient Work Identified for Subconsultants), 4 (nine points) (Advertisement), 6 (ten points) (Follow Up On Initial Solicitation), 7 (five points) (Plans, Specifications, and Requirements), 8 (ten points) (Contacted Recruitment/Placement Organizations) and 10 (five points) (Bonds, Lines of Credit, and Insurance Assistance). Although Marina received notification, via fax, dated September 30, 2010, of these GFE results, they failed to issue any response and will not be addressed.

As previously mentioned, ValleyCrest was faxed a correspondence, dated September 30, 2010, notifying them of their score. In response, ValleyCrest submitted two (2) protest letters dated October 6, 2010 and October 29, 2010 (Transmittal Nos. 8 and 10) protesting CCU's evaluation of their GFE documentation. Protest letter, dated October 29, 2010, was sent to the Board directly, and only specifically referenced Indicator 4. All other failed indicators, including Indicator 4 were referenced in protest letter, dated October 6, 2010. Upon receipt of the protest letter and re-review of the ValleyCrest GFE documentation, CCU determined that the ValleyCrest score should remain at 30 out of 100 points, which is below the minimum passing score of 75 out of 100 points. As a result, CCU faxed correspondence, dated October 19, 2010, to ValleyCrest notifying them of the CCU re-review and lack of any change following their protest (Transmittal No. 9). To summarize, ValleyCrest was awarded points for the following: Indicator 2 (ten points) (Pre-Bid Meeting Attendance), 3 (ten points) (Sufficient Work Identified for Subconsultants), 7 (five points) (Plans, Specifications, and Requirements) and 10 (five points) (Bonds, Lines of Credit, and Insurance Assistance). Totaled together, ValleyCrest earned 30 points. The following summary of each of the indicators lists:

- (1) The required documentation for each indicator; and
- (2) Proposer submitted documentation; and
- (3) Proposer stated reason for protesting; and
- (4) CCU's response.

BUREAU OF SANITATION
Board Report No. 1
April 4, 2011

Page 4

Indicator (4)-Advertisement-9 Points

Within the RFP, the requirement for Indicator 4 states "the proposer advertised for subproposals or bids from interested business enterprises not less than ten (10) calendar days prior to the submission of proposal in one or more daily or weekly newspapers, trade association publications, minority or trade oriented publications, trade journals, or other media specified by the Board of Public Works".

ValleyCrest submitted documentation (of an advertisement) they placed in the Legal Notices section of the LA Times with a July 18, 2010 date of publication, and in the Legal Notices section of the La Opinion with a July 19, 2010 date of publication. Their advertisement language states: "Bids are due: ASAP."

ValleyCrest stated in response that "With regards to the specific indicators listed and the lack of point award. For Indicator #'s 4, 5, and 8, there are no requirements/standards listed in the RFP about how to list the due date for the advertisements. Therefore I don't understand how the points would not be awarded based on the acronym, "ASAP." (Transmittal No.8)

Per Transmittal No. 10, ValleyCrest also stated, that "Consideration will be given to the wording of the advertisement to ensure that it did not exclude or seriously limit the number of potential respondents", creates an opportunity for personal opinions or biases to interfere with making a fair assessment. This "interpretation" had a dramatic impact on the number of points awarded within our GFE submittal. If "interpretations" are allowed in reviewing the wording of an advertisement, it seems only logical to allow these same assessors the opportunity to "interpret" partial scoring, and not judging the indicators as strictly pass/fail."

The CCU has the following response. The RFP states, "Consideration will be given to the wording of the advertisement to ensure that it did not exclude or seriously limit the number of potential respondents." Stating that "bids are due: ASAP" seriously limits the number of potential respondents. A reasonable interpretation of "ASAP" or "as soon as possible" would, in a best case scenario, imply a couple days response. Therefore, potential respondents may or may not be able to interpret the lack of a specific date and time by which to submit bids, and thus exclude themselves from consideration based upon the language written in this advertisement. Accordingly, immediate attention is a requirement with this language.

Similarly, ValleyCrest placed an advertisement in the La Opinion periodical, and again worded the bid due date as "bids are due: ASAP", thereby limiting the number of potential respondents. Unlike the LA Times, however, advertisements in La Opinion are primarily worded in the Spanish language. Instead, ValleyCrest chose English as the language describing the RFP; thereby again seriously limiting the number of potential Spanish-speaking respondents.

BUREAU OF SANITATION
Board Report No. 1
April 4, 2011

Page 5

Lastly, ValleyCrest mentions that "partial scoring" should be allowable. However the RFP clearly states, "each indicator (2-10) is evaluated on a pass/fail basis, i.e. either full or zero points can be achieved for compliance with each item (partial credit will not be granted). Therefore, as a result of the language in the La Opinion periodical, as well as the reasonable interpretation of potential subconsultants with that of the "asap" acronym, the number of respondents shall be limited and the GFE documentation, be in non-compliance with that of the RFP requirements. As a result, the CCU awarded zero (0) points for Indicator (4).

Indicator (5) - Written Notices to Subconsultants-15 Points

The requirement for this indicator states that "a copy of each letter sent to potentially available MBEs, WBEs and OBEs for each item of work to be performed. If there is only one master notification, then a copy of the letter along with a listing of all recipients will suffice. Faxed copies must include the fax transmittal confirmation slip showing the date and time of transmission. Mailed letters must include copies of the metered envelopes or certified mail receipts. Letters must contain areas of work to be subconsulted, City of Los Angeles project name, name of the proposer, and contact person's name, address, and telephone number."

ValleyCrest submitted a total of twenty-seven (27) letters to subconsultants with verified meter dates. Of the twenty-seven (27) letters, eighteen (18) were sent on July 26, 2010 and nine (9) on August 3, 2010, however, all of them specified the same "Bids are due: ASAP" language, as in the advertisement.

ValleyCrest stated in their response that "With regards to the specific indicators listed and the lack of point award. For Indicator #'s 4, 5, and 8, there are no requirements/standards listed in the RFP about how to list the due date for the advertisements. Therefore I don't understand how the points would not be awarded based on the acronym, "ASAP." (Transmittal No. 8)

The CCU has the following response: Stating that "bids are due: ASAP" seriously limits the number of potential respondents. Similar to the Advertisement wording, a reasonable interpretation of "ASAP" or "as soon as possible" would imply a couple days response, which, in all likelihood, would limit the outreach to subconsultants and receipt of potential respondent's bids. Based on this "ASAP" verbiage, an imminent response is required. Therefore, this language, will ultimately exclude potential subconsultants from consideration. As a result, the CCU awarded zero (0) points for Indicator (5).

Indicator (6)-Follow Up On Initial Solicitation-10 Points

Within the RFP, the requirement for Indicator 6 states "the proposer documented efforts to follow up initial solicitations of interest by contacting the affected business enterprises to determine with certainty whether said enterprises were interested in performing anticipated portions of the project not less than three (3) calendar days prior to the date of the proposals are required to be submitted."

BUREAU OF SANITATION
Board Report No. 1
April 4, 2011

Page 6

ValleyCrest submitted a copy of a telephone log, (documenting sixteen (16) phone calls of the twenty-seven (27) subconsultants who were sent written notices), and which included the name of the company called, telephone number, contact person, who did the calling, time, date, and the result of the conversation.

ValleyCrest said in their response that *"why would partial credit not be given."* (Transmittal No. 8)

The CCU has the following response. The RFP states the *"proposer must follow-up with "all" subconsultants to whom they sent letters"*. Of the twenty-seven (27) letters (written notices) sent to subconsultants, only sixteen (16) received follow-up telephone communication. In addition, the RFP also gives mention to the fact that *"partial credit will not be granted."* Therefore since ValleyCrest did not conduct the proper and complete Follow Up with all of the potential subconsultants, as indicated in Indicator 6, and partial credit is not an option, according to the specifications listed in the RFP, CCU awarded zero (0) points for Indicator (6):

Indicator (8)-Contacted Recruitment/Placement Organizations-10 Points

The requirement for this indicator states that *"a copy of each letter sent to outreach agencies requesting assistance in recruiting MBEs, WBEs, and OBEs. Faxed copies must include the fax transmittal confirmation slip showing the date and time of transmission. Mailed letters must include copies of the metered envelopes or certified mail receipts. Letters must contain areas of work to be subconsulted, City of Los Angeles project name, name of the proposer, and contact person's name, address, and telephone number."*

ValleyCrest submitted a recruitment letter to all eight (8) organizations listed in the RFP. Of the eight (8) letters, however, all of them specified the same *"Bids are due: ASAP"* language, as indicated in the advertisement and written notices to the subconsultants.

ValleyCrest said in their response that *"With regards to the specific Indicators listed and the lack of point award. For Indicator #'s 4, 5, and 8, there are no requirements/standards listed in the RFP about how to list the due date for the advertisements. Therefore I don't understand how the points would not be awarded based on the acronym, "ASAP."* (Transmittal No. 8)

The CCU has the following response. Similar to the Indicator 4 (Advertisement) and Indicator 5 (Written Notices to Subconsultants) CCU response, stating that *"bids are due: ASAP"* seriously limits the number of potential respondents. Outreach is greatly limited and the number of potential bids submitted, reduced, based upon a reasonable interpretation of the "ASAP" acronym. Any response other than immediate would seem unreasonable and illogical given the language. "As soon as possible" implies a short, granted unspecified, time period. Anything beyond a couple of days does not seem rational. Therefore, this "ASAP" language would exclude potential respondents from submitting a bid.

BUREAU OF SANITATION
Board Report No. 1
April 4, 2011

Page 7

As a result, CCU awarded zero (0) points for Indicator (8).

Indicator (9)-Negotiated in Good Faith-26Points

The requirement for this indicator states that *"copies of all MBE/WBE/OBE proposals or quotes received. Schedule A and Summary sheet organized by work area, listing proposals or quotes received from all MBE/WBE/OBE subconsultants, the subconsultant selected for that work area, and a brief reason given for each selection/nonselection as a subconsultant. If the proposer elects to perform a listed work area with its own staff, include an explanation."*

ValleyCrest submitted four (4) bids or quotes and a Schedule A listing the three (3) subconsultants chosen for this project.

ValleyCrest said in their response, *"why would partial credit not be given."* (Transmittal No. 8)

The CCU has the following response. Within the RFP, it states *"a Schedule A and a Summary sheet are required documentation."* However, ValleyCrest failed to provide a summary sheet. The RFP also states that *"a reason for selection/non-selection"* is considered required documentation. However reasons for selection/non-selection, which are to be listed on the summary sheet, were absent and not self-evident. For example, two (2) potential subconsultants, who did not submit bids, but initially had expressed interest with this contract (as indicated on the telephone log), were not issued a reason for non-selection. Similarly, the lone non-selection, amongst all bids submitted, was not issued a reason for non-selection.

Lastly, as previously stated in the RFP, *"no partial credit will not be granted."* Therefore partial credit is again not an option.

As a result, CCU awarded zero (0) points for Indicator (9).

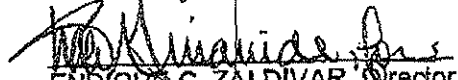
Summary

The Bureau of Sanitation, Centralized Contracts Unit, acknowledges receipt of Conejo Crest, Mariposa, Marina and ValleyCrest GFE documentation, dated August 18, 2010, as well as Formal Protest Letters from ValleyCrest dated October 6, 2010 (Transmittal No. 8) and October 29, 2010 (Transmittal No. 10). Of the four (4) proposals submitted, two (2) were deemed responsive, and the remaining two (2), Marina and ValleyCrest, were deemed non-responsive, according to the GFE evaluations performed by CCU, and as discussed throughout this Board Report. Upon receipt of their GFE evaluation results, Marina chose not to issue a response; whereas ValleyCrest was afforded their due process, and as a result, filed a protest with both CCU and the Board. CCU re-reviewed all documentation, following this protest, and was unable to find any justification or reason to award any additional points, based upon the requirements specified in Attachment six in the RFP. Therefore, CCU recommends the Board find Marina and ValleyCrest both non-responsive, for failure to achieve a passing score of at least 75 points on the Good Faith Effort. Upon adoption of this Board Report, the Bureau shall commence negotiations with the highest ranked and responsive proposer, and return to the Board with a recommendation to award and execute the City of Los Angeles Japanese Garden Landscape and Site Services personal services contract.

BUREAU OF SANITATION
Board Report No. 1
April 4, 2011

Page 8

Respectfully Submitted,


ENRIQUE C. ZALDIVAR, Director
Bureau of Sanitation

Prepared by:
Bryan Cowitz, ADM
(213) 485-3697

CONTRACT NO. C- _____

SERVICE AGREEMENT

BETWEEN

THE CITY OF LOS ANGELES

AND

CONEJO CREST LANDSCAPE, INC.

FOR

JAPANESE GARDEN LANDSCAPE AND SITE SERVICES

CONTRACT FOR JAPANESE GARDEN LANDSCAPE AND SITE SERVICES

TABLE OF CONTENTS

	<u>PAGE NO.</u>
<u>ARTICLE 1 – SECTION HEADINGS AND CONSTRUCTION OF PROVISIONS.....</u>	<u>4</u>
<u>ARTICLE 2 – DEFINITIONS.....</u>	<u>5</u>
<u>ARTICLE 3 – PROJECT DESCRIPTION.....</u>	<u>6</u>
<u>ARTICLE 4 – RESPONSIBILITIES OF AND SERVICES TO BE PERFORMED BY THE CONTRACTOR.....</u>	<u>6</u>
<u>ARTICLE 5 – KEY CONTRACTOR PERSONNEL.....</u>	<u>11</u>
<u>ARTICLE 6 – RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY.....</u>	<u>12</u>
<u>ARTICLE 7 – TERM OF AGREEMENT AND TIME OF EFFECTIVENESS.....</u>	<u>12</u>
<u>ARTICLE 8 – TERMINATION.....</u>	<u>13</u>
<u>ARTICLE 9 – SUBCONTRACT APPROVAL.....</u>	<u>14</u>
<u>ARTICLE 10 - COMPENSATION, INVOICING, AND PAYMENT.....</u>	<u>14</u>
<u>ARTICLE 11 - AMENDMENTS, CHANGES, OR MODIFICATIONS.....</u>	<u>17</u>
<u>ARTICLE 12 – INDEMNIFICATION AND INSURANCE.....</u>	<u>18</u>
<u>ARTICLE 13 – INDEPENDENT CONTRACTOR.....</u>	<u>18</u>
<u>ARTICLE 14 – WARRANTY AND RESPONSIBILITY OF CONTRACTOR.....</u>	<u>19</u>
<u>ARTICLE 15 – SUCCESSORS AND ASSIGNS.....</u>	<u>19</u>
<u>ARTICLE 16 – CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION... ..</u>	<u>19</u>
<u>ARTICLE 17 – FORCE MAJEURE.....</u>	<u>20</u>
<u>ARTICLE 18 – SEVERABILITY.....</u>	<u>20</u>
<u>ARTICLE 19 – DISPUTES.....</u>	<u>20</u>
<u>ARTICLE 20 – ENTIRE AGREEMENT.....</u>	<u>20</u>

<u>ARTICLE 21 – APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT.....</u>	<u>20</u>
<u>ARTICLE 22 – CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION.</u>	<u>21</u>
<u>CERTIFICATE REQUIRED.....</u>	<u>21</u>
<u>ARTICLE 23 – WAIVER.....</u>	<u>21</u>
<u>ARTICLE 24 – PROHIBITION AGAINST ASSIGNMENT OR DELEGATION.....</u>	<u>21</u>
<u>ARTICLE 25 – PERMITS.....</u>	<u>21</u>
<u>ARTICLE 26 – DISCOUNTS.....</u>	<u>22</u>
<u>ARTICLE 27 – CLAIMS FOR LABOR AND MATERIALS.....</u>	<u>22</u>
<u>ARTICLE 28 – BREACH.....</u>	<u>22</u>
<u>ARTICLE 29 – NON-DISCRIMINATION.....</u>	<u>22</u>
<u>ARTICLE 30 – EQUAL EMPLOYMENT PRACTICES.....</u>	<u>23</u>
<u>ARTICLE 31 – AFFIRMATIVE ACTION PROGRAM.....</u>	<u>24</u>
<u>ARTICLE 32 – CHILD SUPPORT ASSIGNMENT ORDERS.....</u>	<u>27</u>
<u>ARTICLE 33 – LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE.....</u>	<u>28</u>
<u>ARTICLE 34 – AMERICANS WITH DISABILITIES ACT.....</u>	<u>29</u>
<u>ARTICLE 35 – CONTRACTOR RESPONSIBILITY ORDINANCE.....</u>	<u>30</u>
<u>ARTICLE 36– LOS ANGELES BUSINESS INCLUSION PROGRAM.....</u>	<u>30</u>
<u>ARTICLE 37 – EQUAL BENEFITS ORDINANCE.....</u>	<u>31</u>
<u>ARTICLE 38 – SLAVERY DISCLOSURE ORDINANCE.....</u>	<u>31</u>
<u>ARTICLE 39 – CONTRACTOR PERFORMANCE EVALUATION ORDINANCE....</u>	<u>31</u>
<u>ARTICLE 40 – MUNICIPAL LOBBYING ORDINANCE.....</u>	<u>32</u>

EXHIBITS

EXHIBIT A	SCHEDULE A, LIST OF MBE/WBE/OBE SUBCONTRACTORS
EXHIBIT B	INSURANCE REQUIREMENTS
EXHIBIT C	DECLARATION OF COMPLIANCE WITH LIVING WAGE ORDINANCE
EXHIBIT D	CONTRACTOR RESPONSIBILITY ORDINANCE
EXHIBIT E	BUSINESS TAX REGISTRATION CERTIFICATE
EXHIBIT F	LA RESIDENCE INFORMATION
EXHIBIT G	NON-COLLUSION AFFIDAVIT
EXHIBIT H	CONTRACT HISTORY
EXHIBIT I	MUNICIPAL LOBBYING ORDINANCE
EXHIBIT J	SLAVERY DISCLOSURE ORDINANCE
EXHIBIT K	EQUAL BENEFITS ORDINANCE
EXHIBIT L	NON-DISCRIMINATION, EQUAL EMPLOYMENT, AFFIRMATIVE ACTION

CONTRACT FOR JAPANESE GARDEN LANDSCAPE AND SITE SERVICES

This Contract is made and entered into by and between the Bureau of Sanitation, Department of Public Works, City of Los Angeles, a municipal corporation acting by order of and through its Board of Public Works, hereinafter referred to as the "City", and Conejo Crest Landscape, Inc., hereinafter referred to as the "Contractor", and is set forth as follows:

WITNESSETH

WHEREAS, City has a need for landscape and site services for The Japanese Garden and adjacent areas at the Donald C. Tillman Treatment Plant; and

WHEREAS, on May 19, 2010, the Board of Public Works authorized the Bureau of Sanitation to distribute a Request for Proposals (RFP) to solicit proposals from qualified and experienced firms to provide landscape and site services for The Japanese Garden and adjacent areas at the Donald C. Tillman Treatment Plant; and

WHEREAS, on August 18, 2010, four (4) firms responded to the RFP; and

WHEREAS, Conejo Crest Landscape, Inc. (Contractor) was selected to be the most qualified by City staff based on the evaluation criteria set forth in the RFP; and

WHEREAS, Contractor has demonstrated qualifications to perform said services, herein referred to as "Project Services"; and

WHEREAS, Contractor meets the State requirements to perform professional landscape work as defined by the State of California Contractors License Board; and

WHEREAS, services to be provided by Contractor are of an expert and technical nature and are temporary and occasional in character; and

WHEREAS, City desires to retain Contractor for a period of three (3) years with two (2) one (1) year renewal options to provide the required landscape and site services in connection with the Project Services as outlined herein; and

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the terms and conditions of this Contract, it is understood and agreed by and between the parties hereto as follows:

ARTICLE 1 - SECTION HEADINGS AND CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, and/or section headings appearing herein have been inserted for convenience and shall not be deemed to govern, limit, modify or in any manner affect

the scope, meaning, intent or construction of any of the terms or provisions hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the City or the Contractor. The word Contractor herein in this Contract includes the party or parties identified in the Contract. The singular shall include the plural; use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

ARTICLE 2 – DEFINITIONS

It is understood that the following words and phrases are used herein; each shall have the meaning set forth opposite the same:

Board	The Board of Public Works of the City of Los Angeles.
Bureau	The Bureau of Sanitation of the City of Los Angeles, Department of Public Works
City	The City of Los Angeles, Board of Public Works or its subordinate bureaus. The term City may also refer to the geographic area known as the City of Los Angeles, the City Council, other Departments of the City of Los Angeles, or any person employed by the City of Los Angeles who is authorized to represent the City of Los Angeles in manners concerning this document.
City Contract Manager	City's designated representative for all issues related to this Contract.
Contract	This Contract is between the City and Conejo Crest Landscape to provide landscape and site services, and other expert services on an as-needed basis in The Japanese Garden and surrounding area located at the Donald C. Tillman Water Reclamation Plant, 6100 Woodley Avenue, Van Nuys, CA 91406
Contractor	Conejo Crest Landscape, Inc.
Days	Unless otherwise designated, any reference to days shall be Calendar Days (beginning at 12:01 a.m. and ending twenty-four (24) hours thereafter at 12:00 midnight).
DCT	Donald C. Tillman Water Reclamation Plant, 6100 Woodley Avenue, Van Nuys, CA 91406
Director	The Director of the Bureau of Sanitation or designated representative.
MBE/WBE/OBE	Minority/Women/Other Business Enterprises

PLMS	Proposal for Landscape Maintenance and Site Services submitted by Conejo Crest Landscape, dated August 16, 2010, responding to the RFP.
Project Services	Landscape and Site Services for The Japanese Garden and adjacent areas at the DCT site.
QA/QC	Quality Assurance / Quality Control
RFP	The Request for Proposals for Japanese Garden Landscape and Site Services, posted on June 30, 2010.
Subcontractor	An individual or company having an agreement with Contractor to provide services, equipment, or materials to Contractor.

ARTICLE 3 – PROJECT DESCRIPTION

Provide landscape and site services for The Japanese Garden and adjacent areas located at the Donald C. Tillman Water Reclamation Plant, 6100 Woodley Avenue, Van Nuys, California 91406.

These landscape and site services may include, but are not limited to: application of chemicals and fertilizers, pruning, trimming and training of plant material, irrigation, planting, weeding, renovation and/or development of garden/site elements and programs, and support and set up for Garden Cultural and special events.

ARTICLE 4 – RESPONSIBILITIES OF AND SERVICES TO BE PERFORMED BY THE CONTRACTOR

4.1 Contractor shall perform the services described in **Article 4.3** below. Contractor shall perform such work with a degree of skill and diligence normally employed by professional contractors performing the same or similar services. Contractor warrants that the services will be performed consistent within generally accepted industry standards.

4.2 Maintenance of Records

Contractor shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with requirements prescribed by the City. These records shall be retained for a period of no less than three (3) years following final payment made by the City hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized City

personnel or by the City's representative at any time during the term of this Contract or within the three (3) years following final payment made by the City hereunder or the expiration date of this Contract, whichever occurs last. Contractor shall provide any reports requested by the City regarding performance of this Contract. Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

4.3 Scope of Services

A. General Description: Provide landscape and site services for The Japanese Garden and adjacent designated areas of the DCT site as based on the RFP submitted to the Proposer and the Proposer's PLMS response dated August 16, 2010, to include (but not limited to):

- Hand weeding
- Litter pick-up
- Raking of paths and gravel areas
- Hand watering
- Skimming and cleaning of the lake, ponds and decorative fountains
- Renovation of garden elements
- Site grounds/facility cleaning
- Irrigation repair/replacement
- Maintenance of paths and dry garden elements
- Renovation and construction of garden elements
- Specialized care, training and pruning of large and dish sized bonsai trees
- Specialized support for The Japanese Garden cultural and special programs
- Care and planting of California native plants
- Nursery and specialized plant production, care and maintenance of systems
- Interior plant care

B. Location of Services:

- All areas interior and adjacent to the 6 ½ acre Japanese Garden
- Entries to the DCT plant site
- Main parking lot at the south end of The Japanese Garden
- Interior and exterior spaces of the Administration Building
- Native landscape located on the DCT levee
- Areas adjacent to the Department of Water and Power (DWP) on-site pump station
- Niwa Road, located north of the garden
- Nursery and propagation areas along the north plant boundary

C. Procurement:

The services shall include (but not limited to): procurement of materials, supplies, parts, equipment, rentals and maintenance of equipment necessary to successfully complete the required services. All items purchased shall become property of the City of Los Angeles. The City Contract Manager or designee shall authorize all purchases prior to procurement. The City Contract Manager or designee may at his sole discretion direct the source the Contractor shall use for any or all procurement. Items will include but are not limited to the following:

- Plant material
- Landscape building materials
- Chemicals and fertilizers
- Repair parts
- Irrigation parts/equipment
- Hand tools
- Power equipment
- Miscellaneous program support materials
- Technical landscape and site support services and material procurement for cultural and special programs

D. Pest Control Advisor:

Written recommendations are to be provided by the Pest Control Advisor for all chemical applications as part of this Contract. The Pest Control Advisor shall have an active Pest Control Advisors License for Category "B" (Landscape Maintenance) from the State of California, Department of Pesticide Regulation. Original recommendations shall be kept on file at the Japanese Garden office. Material Safety Data Sheets (MSDS) shall be provided with each pest control recommendation. One copy of all recommendations and MSDSs shall be supplied to the on-site Contractor's staff and be made available to them at all times for review. Types of chemicals used shall include, but not be limited to: pesticides, herbicides, and fungicides. Cost for the services shall be covered in the Contractors overhead.

General Criteria uses in the Japanese Garden and adjacent areas:

- No restricted use chemicals will be utilized unless amount used does not require a use permit.
- No chemicals requiring more than a twenty four (24) hour re-entry shall be used, unless circumstances arise requiring a longer re-entry period.

The Pest Control Advisor shall also be responsible for the following services:

- Provide one (1) annually scheduled site visit for the purpose of developing recommendations that will be used by the Contractor's staff for a one (1) year period. Recommendations for chemicals that are not currently in use shall be added as needed and renewed annually.

- Provide four (4) on-call site visits annually as determined by the City Contract Manager or designee. Each site visit may be for more than one (1) purpose and require more than one (1) recommendation. Each recommendation shall be for up to one (1) year's use and be subject to renewal with all other prior annual recommendations. Site visits and recommendation(s) must be completed within forty eight (48) hours of receipt of request by City Contract Manager or his designee. After forty eight (48) hours, if this service has not been provided, the City will proceed as necessary to provide the required service(s) and deduct all associated costs from the Contractor.

E. Company Vehicle:

The Contractor shall supply one (1) on-site, ½ ton long-bed full size truck capable of towing a trailer and a licensed driver during work hours and emergency call in. The Contractor shall use the truck for hauling, pick-up, trailer hauling and delivery of materials on and off-site for the day-to-day landscaping and site services at the Japanese Garden and adjacent areas. The Contractor shall be solely responsible for providing truck insurance, fuel, maintenance, repairs, and all other associated costs of maintaining the truck. The Contractor shall store the truck on-site at all times and to have it available for after hours work as directed by the City Contract Manager.

F. Labor Requirements:

The City will require the following estimated labor for the landscape services required above:

POSITION TITLE	NO. REQUIRED	HRS. PER DAY	DAYS PER WEEK
Landscape Maintenance Foreman	1	8	5
Landscape Maintenance Laborer	4	8	5
Nurseryman	1	Varies	5
Additional Seasonal Personnel as Requested	Varies	8	Varies
TOTAL NO. OF PERSONNEL	6 (estimated)		

- Contractor must meet the City's work-force requirements irrespective of employee sick time, vacation, etc. The work schedule shall be:

Monday through Friday: 6:30 am – 3:00 pm

- Overtime rates shall apply for a workday in excess of eight (8) hours and for weekend work (when requested), and when a contractor employee exceeds forty (40) hours in a workweek. Emergency call in (when requested) shall be billed separately.
- Rain Days - The City reserves the right to suspend daily services due to rain. When the Contractor is notified by the City Contract Manager a day prior that services are not needed, the City will not be charged for any contractor staff time. When the staff has reported to the site at the start of the work shift, (if no prior notification is given), the City reserves the right to release the staff, if the Contractor is notified within the first four (4) hours of the shift. The City will only be liable for payment for the first four (4) hours of time.

G. Experience:

The Contractor must possess an active State of California Landscape Contractors License (C-27) for the duration of this Contract. The Contractor that possesses this license must actually engage in a minimum of 70% of this Contract's scope of work and provide staff with the following minimum experience:

- **Landscape Maintenance Supervisor:**

The Contractor shall provide a Landscape Maintenance Supervisor whose experience meets the following minimum qualifications and qualities and will be assigned to this project on a daily basis:

- (a) A minimum of three (3) years experience as a landscape maintenance supervisor.
- (b) A minimum of five (5) years landscape maintenance work experience on job sites of equal or greater size and scope of work as found in the Japanese Garden.
- (c) Possess the ability to multi-task assignments.
- (d) Possess the ability to follow directions and complete assignments as directed by the City Contract Manager
- (e) Ability to comprehend, speak, read and write in both English and Spanish.
- (f) Possess an active State of California driver's license for operation of the company pick-up truck.
- (g) Capable of properly operating all types of landscape power tools and landscape construction equipment (except heavy equipment).
- (h) Possess the experience to trouble shoot irrigation problems; maintain

irrigation systems and accomplish/direct repairs.

- **Nurseryman:**

The Contractor shall assign a Nurseryman to this project on a daily basis, who has a minimum of one (1) year experience within the past two (2) years working in a working production nursery and was responsible for: watering, fertilizing, caring for, greenhouse management and planting of liners up to 36" box plant material. This position may be used in other areas of this site for non-nursery work as instructed by the City Contract Manager.

- **Landscape Maintenance Laborer:**

The Contractor shall provide Landscape Maintenance Laborers that will be assigned to this project on a daily basis, who have a minimum of twelve (12) months of landscape maintenance experience, position training and safety training within the past eighteen (18) months.

- **Seasonal Personnel:**

The Contractor shall have the ability to provide additional company seasonal personnel at the request of the City. The Contractor shall provide staff with a minimum of twelve (12) months of landscape maintenance experience and training within the past eighteen (18) months.

H. Miscellaneous:

- Support (as needed) – The City Contract Manager or his designee reserves the right to add additional landscape related services to cover unforeseen situations and/or additions or changes in the scope of work.
- Safety Related Requirements – The Contractor shall provide all agency-required safety related requirements and equipment to its staff, and shall bear all costs for providing and maintaining equipment and materials. All required training, tailgates, etc. are to be conducted outside of normal work hours unless otherwise approved by the City.

ARTICLE 5 – KEY CONTRACTOR PERSONNEL

- 5.1 Contractor designates the following person to manage work done under this Contract:

**David L Melito, Operations Manager
Conejo Crest Landscape, Inc.**

- 5.2 Contractor agrees that personnel assigned to the project at the commencement of services under this Contract shall serve in these positions as long as required by the Contract, and the Contractor shall not change personnel assigned to the project without the prior approval of City Contract Manager.
- 5.3 Contractor shall not use subcontractors to assist in performance of this Contract without the prior written approval of the City Contract Manager. Contractor shall remain responsible for performing all aspects of this Contract. The Contractor agrees to remove personnel from performing work under this Contract if requested to do so by the City. The City Contract Manager shall approve all subcontractors, and the City reserves the right to request replacement of subcontractors. The City does not have any obligation to pay Contractor's subcontractors, and nothing herein creates any privity between the City and subcontractors.

ARTICLE 6 – RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY

City designates **Gene Greene** as its City Contract Manager to represent the City in all matters within the scope of the Contract relating to the conduct and approval of the work to be performed. Whenever the term "approval of City," "consult with City," "confer with City," or similar terms are used, they shall refer to the City Contract Manager. The City Contract Manager may designate an assistant to act in his/her stead. The City may designate another City employee to succeed **Gene Greene** as City Contract Manager. The Contractor will be notified in writing in such event.

ARTICLE 7 – TERM OF AGREEMENT AND TIME OF EFFECTIVENESS

Unless otherwise provided, the term of this Contract shall begin on the date of full execution of this Contract for the services outlined within this Contract. The term of this Contract shall be for three (3) years with two (2) one-year renewal options which the City may exercise at its sole discretion, unless terminated as provided under Article 8 or extended by amendment to this Contract and signed by both parties.

The date of full execution is defined as the date when all of the following events have occurred:

- (a) This Contract has been signed on behalf of the Contractor by the person or persons authorized to bind the Contractor hereto;
- (b) This Contract has been approved by the City Council and by the Board, officer or employee authorized to give such approval;
- (c) The office of the City Attorney has indicated in writing its approval of this Contract as to form;

- (d) This Contract has been signed on behalf of the City by the person designated to so sign by the City Council and/or by the Board, officer or employee authorized to enter into this Contract.

ARTICLE 8 – TERMINATION

- 8.1 This Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.
- 8.2 This Contract may be terminated in whole or in part in writing by the City for its convenience, provided that the Contractor is given (1) not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination. Upon receipt of said written notice, Contractor shall immediately take action not to incur any additional obligations, cost or expense, except as may be reasonably necessary to terminate its activities.
- 8.3 This Contract may be immediately terminated in writing by the City if (1) a federal or state proceeding for relief of debtors is undertaken by or against Contractor, or if Contractor makes an assignment for the benefit of creditors or (2) Contractor engages in any dishonest conduct related to the performance or administration of this Contract or violates the City's lobbying policies.
- 8.4 If termination for default is effected by the City, equitable payment for services and products provided to the City shall be made, but (1) no amount shall be allowed for anticipated or unperformed services, and (2) any payment due the Contractor at the time of termination may be adjusted to cover any additional costs to the City because of the Contractor's default.

If termination for default is effected by the Contractor or if termination for convenience is effected by the City, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the Contractor relating to

written commitments that were executed prior to the termination. Thereafter, Contractor shall have no further claims against the City under this Contract.

- 8.5 Upon receipt of a termination action under Articles 8.1, 8.2 or 8.3 above, the Contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the City all equipment, keys and other property belonging to the City.
- 8.6 Upon termination under Articles 8.1, 8.2 or 8.3 above, the City may take over the work and may award another party a contract to complete the work under this Contract.
- 8.7 If, after the termination for failure of the Contractor to fulfill contractual obligations, it is determined that the Contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the City. In such event, adjustment of the Contract price shall be made as provided in Article 8.4 of this article.
- 8.8 The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE 9 – SUBCONTRACT APPROVAL

All subcontract work shall require the prior approval of the City Contract Manager or designee. A copy of all subcontracts shall be submitted to the City Contract Manager showing the subcontractor's name and dollar amount of each subcontract. Wholly owned subsidiaries of Contractor shall not be considered subcontractors.

The MBE/WBE/OBE subcontractors are listed below:

- Brite Works – Janitorial – MBE
- New West Growers – Plant Material – WBE
- Green-Ninja – Specialty Pine and Bonsai Pruning - OBE

This listing is not exclusive and additional subcontractors may be added with the approval of the City Contract Manager or designee. Substitution of Sub-Contractors will require approval of the Board of Public Works.

ARTICLE 10 - COMPENSATION, INVOICING, AND PAYMENT

- 10.1 **Payroll Burden** - includes the costs of mandatory and customary benefits for employees, which include, but are not limited to, employer-paid costs for

employee insurance programs (such as group medical, dental, vision, disability, life and workers compensation insurance), employer paid payroll-related taxes (such as FICA and unemployment compensation), sick leave, holidays, vacation, and retirement. The Contractor shall provide to the City, when requested to do so, an audited breakdown of its current and over head rates for the past two (2) years.

10.2 Compensation

The Contractor agrees to perform the work specified in Article 4.3, and City shall compensate the Contractor as delineated herein. All subcontractors whom the Contractor adds from the Contract must have their compensation rate approved by the City Contract Manager or designee.

10.2.1 Salary Rates

POSITION	RATE (\$/hr)
Landscape Maintenance Foreman	\$27.50
Landscape Maintenance Laborer	\$19.50
Nurseryman	\$23.50
Additional Seasonal Landscape Maintenance Laborer	\$19.50

10.2.2 Overhead, Profit, Mark up

COST CENTERS	Prime/Sub (contractor)	Overhead Rate	Profit (%)	Markup	
				Sub- contractor	Other Direct Costs
CONEJO CREST	PRIME	10%	15%	N/A	NONE
MATERIALS	PRIME	NONE	15%	N/A	NONE
SUB-CONTRACTED WORK (UNDER \$40,000)	PRIME	N/A	N/A	15%	NONE

SUB-CONTRACTED WORK (OVER \$40,000)	PRIME	N/A	N/A	10%	NONE
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10.3 Invoicing and Payment

10.3.1 Once each month, Contractor shall submit to City an original and three (3) copies of an invoice in a format acceptable to the City which shall include all costs for services provided during the preceding month. City shall review Contractor's invoice and notify Contractor of any exceptions or disputed items and its dollar value within fifteen (15) days of receipt. The total invoice amount, less any exceptions or disputed items shall be considered approved for payment fifteen (15) days after receipt by the City. If the City does not notify Contractor within fifteen (15) days of receipt, then the entire invoice amount shall be deemed approved by the City Contract Manager for payment. The City shall make a good faith effort to pay the Contractor all amounts approved for payment within sixty (60) days after City Contract Manager or designee receives and approves the Contractor's invoice for payment.

10.3.2 Billing breakdown shall be: Labor, Materials and Subcontracting.

- Labor related billing documents shall be submitted on the first of the month (include weekly timesheets)
- Materials related billing documents shall be submitted on the first of the month (include original invoice documentation).
- Subcontract work related billing documents shall be submitted upon completion and acceptance by the City Contract Manager or designee (Include invoices and related documentation). The Contractor shall provide written confirmation that the subcontractors were paid for all approved work within thirty (30) days of receipt of invoice by the Contractor

10.3.3 Invoices shall be prepared in such form and supported by originals of invoices, payrolls, time sheets, and other documents of proof as may be reasonably required by the City to establish the amount of such invoices as allowable expenses. A Subcontractor Utilization Profile, Schedule B, shall also be submitted as part of the monthly invoice. No invoices shall be paid without the Subcontractor Utilization Profile. All invoices are subject to audit.

10.3.4 City liability under this Contract shall only be to the extent of the present

appropriation to fund the Contract. No action, statement, or omission of any officer, agent, or employee of City shall impose any obligation upon City such officer, agent, or employee, except to the extent City has appropriated funds and otherwise in accordance with the terms of this Contract.

Contractor and City agree that no indebtedness for work performed which results in costs under this Contract shall arise against City until and unless there is an appropriation of funds to pay for such work. However, if City shall appropriate funds for any successive fiscal years, City's liability shall be extended to the extent of such appropriation subject to the terms and conditions of this Contract.

10.3.5 The cost ceiling for all services called for in this Contract shall be \$3,500,000. The City shall not be obligated to reimburse the Contractor for costs incurred in excess of the cost ceiling. The Contractor shall not be obligated to continue performance (including actions under the temporary stop work or termination clauses) or otherwise incur costs in excess of the cost ceiling unless and until the City has notified the Contractor in writing that such cost ceiling has been increased and specified in such notice an estimated cost ceiling which shall thereupon constitute the cost performance of this Contract. In the absence of the specified notice, the City shall not be obligated to reimburse the Contractor for any costs in excess of the cost ceiling set forth, whether those costs were incurred during the course of the Contract or as a result of termination. When and to the extent that the cost ceiling has been increased, any costs incurred by the Contractor in excess of the cost ceiling prior to such increase shall be allowable to the same extent as if such costs had been incurred after the increase.

10.3.6 False Claims Act

Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the City under the California False Claims Act (Cal. Gov. Code 12650 et.seq.), including treble damages, costs of legal actions to recover payments and civil penalties of up to \$10,000 per false claim.

ARTICLE 11 - AMENDMENTS, CHANGES, OR MODIFICATIONS

Amendments, changes or modifications in the terms of this Contract may be made at any time by a mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties thereto.

ARTICLE 12 – INDEMNIFICATION AND INSURANCE

12.1 INDEMNIFICATION

Except for the active negligence or willful misconduct of City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Contractor undertakes and agrees to defend, indemnify and hold harmless City and any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damage or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason to the extent of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by the Contractor or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the City. The provisions of this paragraph shall survive expiration or termination of this Contract.

12.2 INSURANCE

During the term of this Contract and without limiting the Contractor's indemnification of the City, the Contractor shall provide and maintain at its own expense during the term of this Contract a program of insurance having the coverage and limits customarily carried and actually arranged by Contractor but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen 146/IR), in **EXHIBIT C** hereto, covering its operations hereunder. Such insurance shall conform to City requirements as established by Charter, ordinance, or policy and shall comply with the instructions set forth, in **EXHIBIT C**, and which can also be found at the Board of Public Work's website: <http://bpw.lacity.org/Secretariat/Insurance.html>, in the form Instructions and Information on Complying with City Insurance Requirements, rev 10/09, and shall otherwise be in a form acceptable to the City Administrative Officer, Risk Management. The Contractor shall comply with all insurance Contractual Requirements shown on **EXHIBIT E** hereto. **EXHIBIT C** is hereby incorporated by reference and made a part of this Contract.

ARTICLE 13 – INDEPENDENT CONTRACTORS

Contractor is acting hereunder as an independent contractor and not as an agent or employee of the City. Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City. City shall not represent or otherwise hold itself out or any of its directors, officers, partners, employees or agents to be an agent or employee of Contractor.

ARTICLE 14 – WARRANTY AND RESPONSIBILITY OF CONTRACTOR

- 14.1 Contractor warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those companies within Contractor's profession, doing the same or similar work under the same or similar circumstances.
- 14.2 The Contractor shall perform such services as may be necessary to accomplish the work required to be performed under this Contract in accordance with its provisions. Except as specified in Sub-article 12.1 and as otherwise provided in this Contract, the Contractor shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Contractor's negligent performance of any of the services furnished under this Contract.

ARTICLE 15 – SUCCESSORS AND ASSIGNS

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of the contract shall be made without written consent of the parties to this Contract as required under Article 24 (Prohibition Against Assignment or Delegation).

ARTICLE 16 – CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION

All notices shall be made in writing and may be given by personal delivery or by mail. Such notices sent by mail should be registered or certified and sent to the designated contact person for each party and addressed as follows:

To the City:

Contact Person: **Gene Greene**, Contract Manager
Address: 6100 Woodley Avenue, Van Nuys, CA 91406
Telephone: (818) 756-8000

To the Contractor:

Contact Person: **David L. Melito**, Operations Manager
Address: 16435 Hart Street, Van Nuys, CA 91406
Telephone: (818) 988-9696

ARTICLE 17 – FORCE MAJEURE

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

ARTICLE 18 – SEVERABILITY

Should any portion of this Contract be determined to be void or unenforceable, such shall be severed from the whole and the Contract will continue as modified.

ARTICLE 19 – DISPUTES

Should a dispute or controversy arise concerning provisions of this Contract or the performance of work hereunder, the parties may elect to submit such to a court of competent jurisdiction.

ARTICLE 20 – ENTIRE CONTRACT

This Contract contains all of the agreements, representations, and understandings of the parties hereto and supersedes and/or incorporates any previous understandings, proposals, commitments, or agreements, whether oral or written, and may be modified or amended only as herein provided.

ARTICLE 21 – APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws

which affect employees. This Contract and its performance shall be enforced and interpreted under the laws of the State of California. All causes of action arising directly or indirectly from the business relationship evidenced by this Contract must be filed in the appropriate state or federal court located in Los Angeles County, California, and each party agrees to be subject to the jurisdiction of the State of California regardless of their residence. The Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.

ARTICLE 22 – CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

If applicable, the Contractor represents that it has obtained and presently holds the Business Tax Registration Certification(s) required by the City's Business Tax Ordinance, section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, the Contractor shall maintain, or obtain as necessary, all such Certificates required of it under Business Tax Ordinance and shall not allow any such Certificate to be revoked or suspended. Should any such certificate(s) become suspended or revoked, it is the Contractor's responsibility to report the matter immediately to the City Contract Manager.

ARTICLE 23 – WAIVER

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

ARTICLE 24 – PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

The Contractor may not, unless it has first obtained the written permission of the City:

- a) Assign or otherwise alienate any of its rights hereunder this Contract, including the right of payment; or
- b) Delegate, subcontract, or otherwise transfer any of its duties hereunder.

ARTICLE 25 – PERMITS

The Contractor and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all permits, licenses, certifications, and other documents necessary for the Contractor's performance of the services hereunder and shall pay any fees required therefore.

Contractor certifies to immediately notify the City of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

ARTICLE 26 – DISCOUNTS

Contractor agrees to offer the City any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discounts to payments made under this Agreement which meet the discount terms.

ARTICLE 27 - CLAIMS FOR LABOR AND MATERIALS

The Contractor shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Contract, so as to prevent any lien or other claim under any provision of law from arising against any City property (including reports, documents, and other tangible or intangible matter produced by the Contractor hereunder), against the Contractor's rights to payments hereunder, or against the City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

ARTICLE 28 – BREACH

Except for Force Majeure, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

ARTICLE 29 - NON-DISCRIMINATION

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The Contractor shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Contract, Contractor shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject Contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of Contractor's contract with the City.

ARTICLE 30 - EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this Contract, Contractor agrees and represents that it will provide equal employment practices and Contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. Contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, Contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- D. Contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request Contractor shall provide evidence that he or she has or will comply therewith.
- E. The failure of any Contractor to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of CITY contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to Contractor.
- F. Upon a finding duly made that Contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the Contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding

authority, and all monies due or to become due hereunder may be forwarded to and retained by the City. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the Contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, Contractor shall be disqualified from being awarded a contract with the City for a period of two years, or until Contractor shall establish and carry out a program in conformance with the provisions hereof.

- G. Notwithstanding any other provision of this Contract, the City shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, Contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 - 1. Hiring practices;
 - 2. Apprenticeships where such approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
 - 3. Training and promotional opportunities; and
 - 4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject Contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the Contractor's contract with the City.

ARTICLE 31 - AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a City contract, Contractor certifies and represents that Contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new

- classifications of employees in any given craft, work or service category.
3. Contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, Contractor shall certify on an electronic or hard copy form to be supplied, that CONTRACTOR has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - D. Contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
 - E. The failure of any Contractor to comply with the Affirmative Action Program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to Contractor.
 - F. Upon a finding duly made that Contractor has breached the Affirmative Action Program provisions of a City contract, the Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said Contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such Contractor shall be disqualified from being awarded a contract with the City for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
 - G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that Contractor has been guilty of willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to Contractor by the City under the contract, a penalty of ten

dollars (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.

- H. Notwithstanding any other provisions of a City contract, the City shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. Contractor shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the Contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, Contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, Contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the Contract is awarded.
 - 1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
 - 2. Contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and Contractor.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 - 1. Apprenticeship where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
 - 2. Classroom preparation for the job when not apprenticeable;
 - 3. Pre-apprenticeship education and preparation;

4. Upgrading training and opportunities;
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.
- Q. All Contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the Contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the Contractor's contract with the City.

ARTICLE 32 – CHILD SUPPORT ASSIGNMENT ORDERS

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, Contractor will fully comply with all applicable State and Federal employment reporting requirements for Contractor's employees. Contractor shall also certify (1) that the Principal Owner(s) of Contractor are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that Contractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, et seq. of the California Family Code; and (3) that Contractor will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of Contractor to comply with all applicable reporting requirements or to implement lawfully

served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of Contractor to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the Contractor under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to Contractor by the City.

Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of Contractor to obtain compliance of its Subcontractors shall constitute a default by Contractor under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to Contractor by the City.

Contractor certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

**ARTICLE 33 – LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR
WORKER RETENTION ORDINANCE**

- A. Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time, which is attached hereto as **Exhibit D** and incorporated herein by this reference, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. The Contractor assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits of compensated and uncompensated days off and health benefits, as defined in the LWO.
 2. The Contractor further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. Contractor shall require each of its Subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Contractor shall receive and retain on file the executed pledges from each such Subcontractor within ninety (90) days of the execution of the Subcontract. Contractor's evidence of executed pledges from each such Subcontractor shall fully discharge the obligation of the Contractor to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.

3. The Contractor, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. Contractor shall post the Notice of Prohibition Against Retaliation provided by the City.
 4. Any Subcontract entered into by the Contractor relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the LWO and the SCWRO.
 5. The Contractor shall comply with all rules, regulations and policies promulgated by the City's Designated Administrative Agency, which may be amended from time to time.
- B. Under the provisions of Section 10.36.3(c) and Section 10.37.6(c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the City determines that the subject Contractor has violated provisions of the LWO and the SCWRO or both.
- C. Where under the LWO Section 10.37.6(d), the City's Designated Administrative Agency has determined (a) that the Contractor is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the City in such circumstances may impound monies otherwise due the Contractor in accordance with the following procedures. Impoundment shall mean that from monies due the Contractor, the City may deduct the amount determined to be due and owing by the Contractor to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d) (3) and disposed of under procedures there described through final and binding arbitration. Whether the Contractor is to continue work following an impoundment shall remain in the sole discretion of the City. The Contractor may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. The Contract shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). Contractor shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from Contractor.

ARTICLE 34 – AMERICANS WITH DISABILITIES ACT

The Contractor hereby certifies that it will comply with the Americans with Disabilities Act 42 U.S.C. Section 12101 et seq. and its implementing regulations. The Contractor will provide reasonable accommodations to allow qualified individuals with disabilities to

have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the Contractor, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

ARTICLE 35 – CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, as amended from time to time, which requires Contractor to update its responses to the responsibility questionnaire within thirty (30) calendar days after any change to the responses previously provided if such change would affect Contractor's fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, Contractor pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this CONTRACT, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. Contractor further agrees to: (1) notify the City within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that Contractor is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the City within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that Contractor has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s) as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the CITY; and (4) unless exempt, ensure that its subcontractor(s) as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the City within thirty (30) calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

ARTICLE 36 – MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE SUBCONTRACTOR OUTREACH PROGRAM

Contractor agrees and obligates itself to utilize the services of Minority, Women, and Other Business Enterprise (MBE/WBE/OBE) firms on a level so designated in this contract. Contractor certifies that it has complied with Mayoral Directive 2001-26 regarding the Subcontractor Outreach Program for Personal Services Contracts greater than \$100,000. Contractor shall not change any of these designated subcontractors, nor shall Contractor reduce their level of effort, without prior written approval of the City, provided that such approval shall not be unreasonably withheld.

Contractor agrees and obligates itself to submit a signed MBE/WBE/OBE Utilization Profile, provided herein as **Exhibit B**, for each invoice as described in Article 10, listing current MBE/WBE/OBE amounts invoiced as part of the invoicing procedures.

ARTICLE 37 – EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the EBO.
- B. The failure of the Contractor to comply with the EBO will be deemed to be a material breach of this Contract by the City.
- C. If the Contractor fails to comply with the EBO, the City may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.
- E. If the City's Designated Administrative Agency determines that a Contractor has set up or used its contracting entity for the purpose of evading the intent of the EBO, the City may terminate the Contract. Violation of this provision may be used as evidence against Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

The Contractor shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-2625.”

ARTICLE 38 – SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as may be amended from time to time. Contractor certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

ARTICLE 39 – CONTRACTOR PERFORMANCE EVALUATION ORDINANCE

At the end of this Contract, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the Contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed the timeliness of performance, financial issues, and the expertise of personnel that the Contractor assigns to the Contract. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City evaluation and allowed fourteen (14) calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other service contracts.

ARTICLE 40 – MUNICIPAL LOBBYING ORDINANCE

Any Contractor for the City shall submit a certification, on a form prescribed by the City Ethics Commission, that the Contractor acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, **Exhibit J**, if the Contractor qualifies as a lobbying entity under the Ordinance. The exemptions contained in Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection.

FSHO COMPLIANCE

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.eeoc@lacity.org

FIRST SOURCE HIRING ORDINANCE COMPLIANCE AFFIDAVIT

Contractors (including loan or grant recipients) participating on a City contract that is subject to the First Source Hiring Ordinance (FSHO) are required to certify their compliance prior to contract execution.

As part of their obligations under the FSHO, Contractors must provide the Awarding Department a list of anticipated employment opportunities that they and their subcontractors expect to fill in order to perform the services under the contract. The FSHO-1 form (available at <http://bca.lacity.org>) should be utilized to inform the Awarding Authority of any such opportunities. If no opportunities are anticipated, contractors do not need to submit the FSHO-1 form prior to contract award, but must report any subsequent employment opportunities on the FSHO-3 form (available at <http://bca.lacity.org>) as described below.

During the term of the contract, the contractor and their subcontractors shall:

1. At least seven business days prior to making an announcement of a specific employment opportunity, provide notification of that employment opportunity by submitting the FSHO-3 form to the Community Development Department;
2. Interview qualified individuals referred by the City's referral resources; and
3. Prior to filling any employment opportunity, inform the Office of Contract Compliance of the names of the referral resources used, the names of the individuals referred, and the names of the referred individuals who were interviewed. If the referred individuals were not hired, the contractor should also provide the reasons they were not hired.

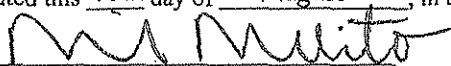
DECLARATION UNDER PENALTY OF PERJURY

I am aware of my obligations under Los Angeles Administrative Code (LAAC) Section 10.44 et seq., First Source Hiring Ordinance, and understand that failure to comply may result in contract termination. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply with the First Source Hiring Ordinance as evidence against the contractor in actions taken pursuant to the provisions of the LAAC Section 10.39 et seq. and 10.40 et seq., Contractor Responsibility Ordinance.

Conejo Crest Landscape, Inc. will fully comply with the First Source Hiring Ordinance requirements.
Company Name

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 10th day of August, in the year 2012, at Van Nuys, CA.
(City) (State)


Signature

David L. Melito
Name of Signatory (Please Print)

Operations Manager
Title

29850
BAVN ID No.

16435 Hart Street
Mailing Address

Van Nuys, CA 91406
City, State, Zip Code

01-0829343
EIN/TIN

dmelito@conejocrest.com
E-Mail

CITY OF LOS ANGELES

NONDISCRIMINATION • EQUAL EMPLOYMENT PRACTICES CONSTRUCTION & NON-CONSTRUCTION CONTRACTOR

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 stipulates that the City of Los Angeles, in letting and awarding contracts for the provision to it or on its behalf of goods or services of any kind or nature, intends to deal only with those contractors that comply with the non-discrimination and Affirmative Action provisions of the laws of the United States of America, the State of California and the City of Los Angeles. The City and each of its awarding authorities shall therefore require that any person, firm, corporation, partnership or combination thereof, that contracts with the City for services, materials or supplies, shall not discriminate in any of its hiring or employment practices, shall comply with all provisions pertaining to nondiscrimination in hiring and employment, and shall require Affirmative Action Programs in contracts in accordance with the provisions of the LAAC. The awarding authority and/or Office of Contract Compliance of the Department of Public Works shall monitor and inspect the activities of each such contractor to determine that they are in compliance with the provisions of this chapter.

I. Los Angeles Administrative Code Section 10.8.2 All Contracts: Non-discrimination Clause

Notwithstanding any other provision of any ordinance of the City of Los Angeles to the contrary, every contract which is let, awarded or entered into with or on behalf of the City of Los Angeles, shall contain by insertion therein a provision obligating the contractor in the performance of such contract not to discriminate in his or her employment practices against any employee or applicant for employment because of the applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition. All contractors who enter into such contracts with the City shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

II. Los Angeles Administrative Code Section 10.8.3. Equal Employment Practices Provisions

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000 or more, and every construction contract for which the consideration is \$1,000 or more, shall contain the following provisions, which shall be designated as the **EQUAL EMPLOYMENT PRACTICES** provision of such contract:

A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
3. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. The contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.

E. The failure of any contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

EBO COMPLIANCE

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.eeoc@lacity.org

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

Prime contractors must certify compliance with Los Angeles Administrative Code (LAAC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

SECTION 1. CONTACT INFORMATION

Company Name: Conejo Crest Landscape, Inc. BAVN Company ID # 29850
Company Address: 16435 Hart Street
City: Van Nuys State: CA Zip: 91406
Contact Person: David L. Melito Phone: 818-988-9696 E-mail: dmelito@conejocrest.com
Approximate Number of Employees in the United States: 90
Approximate Number of Employees in the City of Los Angeles: 90

SECTION 2. EBO REQUIREMENTS

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
- B. The contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City; and
- C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."

EBO COMPLIANCE

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Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
- B. The contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City; and
- C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."

CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt from the Slavery Disclosure Ordinance (SDO), a Company entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Company must complete and submit the Affidavit and any attachments on LABAVN (www.labavn.org) before a Contract or Contract Amendment can be executed. The Affidavit must only be submitted once on LABAVN, but contractors are responsible for updating their Affidavit if changes occur to any information contained therein.

Questions regarding the Affidavit may be directed to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance. Website: http://bca.lacity.org/index.cfm; Phone: (213) 847-2625; E-mail: bca.eeoe@lacity.org.

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

1. I, David L Melito, am authorized to bind contractually the Company identified below.

2. Information about the Company entering into a Contract with the City is as follows:

Table with 4 columns: Company Name, Phone, Federal ID #, BAVN Company ID #. Row 1: Conejo Crest Landscape, Inc., 818-988-9696, 01-0829343, 29850. Row 2: 16435 Hart Street Van Nuys CA 91406, City, State, Zip.

3. The Company came into existence in 2005 (year).

4. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from, Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that (mark only the option(s) that apply):

X The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.

The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. The nature of that Participation, Investment, or Profit is described on the attachment to this Affidavit and incorporated herein.

The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. The names of any Enslaved Persons or Slaveholders under the Policies are listed on the attachment to this Affidavit and incorporated herein.

6. I declare under penalty of perjury under the laws of the State of California that the representations made herein are true and correct to the best of my knowledge.

Executed on December 5, 2012 at Van Nuys CA
Signature: [Handwritten Signature] Title: Operations Manager

DEFINITIONS

Affidavit means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

Company means any person, firm, corporation, partnership or combination of these.

Contract means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

Enslaved Person means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

Investment means to make use of an Enslaved Person for future benefits or advantages.

Participation means having been a Slaveholder during the Slavery Era.

Predecessor Company means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

Profits means any economic advantage or financial benefit derived from the use of Enslaved Persons.

Slavery means the practice of owning Enslaved Persons.

Slavery Era means that period of time in the United States of America prior to 1865.

Slaveholder means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

Slaveholder Insurance Policies means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.ecoc@lacity.org

AFFIRMATIVE ACTION PLAN

The following contracts are subject to the City of Los Angeles Affirmative Action Program as required by the Los Angeles Administrative Code (LAAC) Section 10.8.4 et seq.:

- Every non-construction contract of \$100,000 or more;
- Every construction contract of \$5,000 or more.

Purpose - An affirmative action program is a management tool designed to ensure equal employment opportunity. A central premise underlying affirmative action is that, absent discrimination, over time a contractor's workforce, generally, will reflect the gender, racial and ethnic profile of the available labor pools. Therefore, as part of its affirmative action program, a contractor monitors and examines its employment decisions and compensation systems to ensure equal employment practices, and takes steps to correct underutilization of women and minorities.

Contractors are subject to all provisions contained in LAAC Section 10.8.4 et seq. which can be found at <http://bca.lacity.org>. The excerpts below are provided to serve as a starting point for satisfying these requirements:

LAAC Section 10.8.4 (B) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

LAAC Section 10.8.4(K) The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract.

LAAC Section 10.8.4(M) The Affirmative Action Plan required to be submitted shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;
5. Encouraging the use of contractors, subcontractors, and suppliers of all racial and ethnic groups, provided, however that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage;
6. The entry of qualified women, minority and all other journeymen into the industry; and
7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

LAAC Section 10.8.4(Q) All contractors subject to the provisions of the section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor.

CONTRACTOR DECLARATION

In pursuit of accomplishing the intent of the City's Affirmative Action Program, the contractor certifies and agrees to immediately implement good faith efforts, measures to recruit and employ minority, women, and other potential staff in a nondiscriminatory manner including, but not limited to, the following actions. The contractor shall:

- (a) Recruit and make efforts to obtain such employees.
- (b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a nondiscriminatory manner so as to achieve and maintain a diverse work force.
- (c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in such training programs to enhance their skills and advancement.
- (d) Maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and making such records available to City, State and Federal authorities upon request.
- (e) Said policies shall be provided to all employees, subcontractors, vendors, unions and all others with whom the contractor may become involved in fulfilling any of its contracts.

Requirements For Construction Contractors ONLY

Construction contractors are additionally subject to all provisions contained in LAAC Section 10.13 et. seq. which can be found at <http://bca.lacity.org>. As part of these provisions, construction contractors are required to:

1. Submit an **Anticipated Employment Utilization Report (AEUR)** with each new bid for purposes of effectuating this Affirmative Action Plan for the specific project. The AEUR can be found in the bid documents or at <http://bca.lacity.org>.
2. Establish a person at the management level of the contracting entity to be the Equal Employment Opportunity (EEO) Officer. Such individual must have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.

NAME OF EEO OFFICER	TITLE
E-MAIL	PHONE NUMBER

By its execution hereof, the contractor accepts and submits the foregoing as its Affirmative Action Plan. I certify under penalty of perjury under the laws of the State of California that I have read and understood the foregoing requirements of LAAC Section 10.8 et seq. and agree to comply with them while under contract as set forth therein.

Executed this 5th day of December, in the year 2012, at Van Nuys, CA.
(CITY) (STATE)

Conejo Crest Landscape, Inc.
COMPANY NAME

818-988-9696/ dmelito@conejocrest.com
TELEPHONE/E-MAIL


AUTHORIZED SIGNATURE

16435 Hart Street
ADDRESS

David L. Melito, Operations Manager
NAME AND TITLE (TYPE OR PRINT)

Van Nuys, Los Angeles, CA 91406
CITY, COUNTY, STATE, ZIP

**CITY OF LOS ANGELES
CONTRACTOR RESPONSIBILITY ORDINANCE**

CRO QUESTIONNAIRE RECEIPT VERIFICATION FORM

To verify the Contractor Responsibility Ordinance's (CRO) compliance, this form must be completed by the Awarding Authority and submitted to the appropriate Designated Administrative Agency (DAA) along with the Responsibility Questionnaires. Upon receipt of the Questionnaires, the DAA will return this signed form to the Awarding Authority. **The Awarding Authority must attach the certified form to each draft contract for review by the Office of the City Attorney. No contract may be executed unless a certified Receipt Verification Form indicates that the CRO requirement has been met.**

1. Information Regarding Proposed Contract

Project Name/Description: Landscape and Site Services for the Japanese Garden.
RFB/RFO/RFP # (if any): --- Date RFB/RFO/RFP Released: 5-19-2010
Procuring Dept.: DPW - Sanitation Mail Stop #: 488
Name of Dept. Contact: Gene Greene Phone: 818 756 8000

2. Questionnaires Are Submitted for the Following Bidders/Proposers/Proposed Contractors:

Company Name: Conejo Crest Landscape
Company Address: 16455 Hart Street
City: Van Nuys State: CA Zip: 91406

Company Name: _____
Company Address: _____
City: _____ State: _____ Zip: _____

Company Name: _____
Company Address: _____
City: _____ State: _____ Zip: _____

Company Name: _____
Company Address: _____
City: _____ State: _____ Zip: _____

FOR DAA USE ONLY - VERIFICATION REGARDING RECEIPT

The Responsibility Questionnaires for the bidders/proposers/proposed contractors listed above were received on (date) MAY 15 2013

The Questionnaires were processed by:

Dept. of Public Works for Construction Contracts and ~~Service~~ Contracts
 Dept. of General Services for Procurement Contracts

Authorized DAA Representative (Print Name) Seffy Wiles ^{Margie Wright} Phone (213) 847-2408

DAA Representative Signature Margie Wright Date MAY 15 2013

CITY OF LOS ANGELES

PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for the purchase of goods and products of at least \$100,000, contracts for the purchase of garments of at least \$25,000, and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
(b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
(c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
(d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
(e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
(f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
(g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.

CONEJO CREST Landscape, INC. 16435 Hart St. Van Nuys CA 91406 818/988-9896

[Handwritten Signature]

5-7-13

Signature of Officer or Authorized Representative

Date

DAVID MELITO, OPERATIONS Manager

Print Name and Title of Officer or Authorized Representative

Awarding City Department

Contract Number

CITY OF LOS ANGELES
RESPONSIBILITY QUESTIONNAIRE

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM. In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

DEPARTMENT OF PUBLIC WORKS

City Department/Division/Awarding Authority Contract BUREAU OF SANITATION City Contact Person GENE GREENE Phone 818-756-8166

JAPANESE GARDEN LANDSCAPE AND SITE SERVICES

City Bid or Contract Number (if applicable) and Project Title

BIDDER/CONTRACTOR INFORMATION

Conejo Crest Landscape

Bidder/Proposer Business Name

16435 Hart St. Van Nuys, CA 91406

Street Address

City

State

Zip

David Melito, Operations Manager 818-988-9696 818-988-4934

Contact Person, Title

Phone

Fax

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

An initial submission of a completed Questionnaire.

An update of a prior Questionnaire dated ____/____/____.

No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated ____/____/____ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

David Melito, Operations Manager August 16, 2010
Print Name, Title Signature Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: _____

B. BUSINESS ORGANIZATION/STRUCTURE

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof

Corporation: Date incorporated: 5 / 1 / 2005 State of incorporation: CA

List the corporation's current officers.

President: Laszlo Gal

Vice President: Laszlo Gal

Secretary: _____

Treasurer: _____

Check the box only if your firm is a publicly traded corporation.

List those who own 5% or more of the corporation's stocks. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stocks.

Limited Liability Company: Date of formation: ___/___/___ State of formation: _____

List members who own 5% or more of the company. Use Attachment A if more space is needed.

Partnership: Date formed: ___/___/___ State of formation: _____

List all partners in your firm. Use Attachment A if more space is needed.

Sole Proprietorship: Date started: ___/___/___

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

Joint Venture: Date formed: ___/___/___

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.

C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

Yes No

If Yes, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

Yes No

If Yes, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

Yes No

If Yes, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

Yes No

If Yes, list on Attachment A the name of the corporation or partnership that actually holds the license.

Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.

The responses to the remaining questions in this Questionnaire will not be posted on the internet but will be made available to the public for review upon request. Contact the appropriate Designated Administrative Agency.

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance.

6. Is your company in the process of, or in negotiations toward, being sold?

Yes No

If Yes, explain the circumstances on Attachment B.

E. PERFORMANCE HISTORY

7. How many years has your firm been in business? 5 Years.

8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?

Yes No

If Yes, list on an Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

Check the box if you have not had any similar contracts in the last five years

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance.

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance.

12. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance.

F. DISPUTES

13. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check Yes even if the matter proceeded to arbitration without court litigation. For part (c), check Yes only if the matter proceeded to court litigation. If you answer Yes to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case, the date each case was filed, and the disposition/current status of each case.

(a) Payment to subcontractors?

Yes No

(b) Work performance on a contract?

Yes No

(c) Employment-related litigation brought by an employee?

Yes No

14. Does your firm have any outstanding judgements pending against it?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance.

15. In the past five years, has your firm been assessed liquidated damages on a contract?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

G. COMPLIANCE

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm, or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

SERVICE

18. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE) Women-owned (WBE), or Other (OBE) business enterprise?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

H. BUSINESS INTEGRITY

19. For questions (a), (b), and (c) below, check Yes if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check Yes to any of the questions below, explain on Attachment B the circumstances surrounding each instance.

(a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

Yes No

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

Yes No

(c) In the past five years, has your firm been convicted or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

Yes No

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

David Melito, Operations Manager
Print Name, Title

David Melito
Signature

August 16, 2010
Date

ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Information submitted on this Attachment in response to Questions in Sections A through C will be posted on the internet for public review. Make copies of this Attachment if additional pages are needed.

Page _____

4) Conejo Crest Landscape, Inc.



City Ethics Commission
 260 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 Mail Stop 129
 (213) 979-1960

Bidder Certification CEC Form 50

Bid/Contract Number:

Department:

Name of Bidder:

Conejo Crest Landscape

Phone: 318-988-9696

Address:

16435 Hart St. Van Nuys, CA 91406

Email:

dmelito@conejocrest.com

CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
 - 1. The performance of work or service to the City or the public;
 - 2. The provision of goods, equipment, materials, or supplies;
 - 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h) [see reverse]; or
 - 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(f) [see reverse]:
 - a. I provide services on the City property through employees, sublessees, sublicenses, contractors, or subcontractors, and those services:
 - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
 - ii. Could be provided by City employees if the awarding authority had the resources; or
 - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
 - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37(i)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
 - 1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
 - 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
 - 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

Date: August 16, 2010

Signature:

Name:

David L. Melito

Title:

Operations Manager

Under Los Angeles Municipal Code § 48.09(f)(1), this form must be submitted to the awarding authority with your bid or proposal on the contract noted above.


SCHEDULE A
DEPARTMENT OF PUBLIC WORKS
MBE/WBE/OBE
SUBCONSULTANTS INFORMATION FORM

RFP/RFO Title	JAPANESE GARDEN LANDSCAPE AND SITE SERVICES
---------------	---------------------------------------------

Proposer CONEJO CREST LANDSCAPE	Address 16435 HART ST. VAN NUYS, CA 91406
Contact Person DAVID MELITO	Phone/Fax 818-988-9696 818-988-4934 f=y

LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/OBE	CALTRANS/CITY/MTA CERT. NO.	DOLLAR VALUE OF SUBCONTRACT
RAM LANDSCAPE & IRRIG. RAMS	LANDSCAPE CONSTRUCTION	OBE		22.00- 28.00 p/h

PERCENTAGE OF MBE/WBE PARTICIPATION		
	DOLLARS	PERCENT
TOTAL MBE AMOUNT	\$	%
TOTAL WBE AMOUNT	\$	%
BASE BID AMOUNT	\$	


 Signature of Person Completing this Form

OPERATIONS MGR. 8/16/10
Title Date

MUST BE SUBMITTED WITH PROPOSAL



ConejoCrest

16435 Hart Street
Van Nuys, California 91406

Telephone: 818 988 9696

Fax: 818 988 4934

November 7, 2012

Mr. Gene Greene, Director
The Japanese Garden
City of Los Angeles
6100 Woodley Ave.
Van Nuys, CA 91406

RE: Schedule A Form

Dear Gene:

In response to our RFP for the Japanese Garden, this letter is to clarify our Schedule A form submitted in our proposal. Our proposed labor rate of \$22 - \$28 per hour for Rams Landscape and Irrigation is projected to have a dollar value of \$25,000.00 over the five (5) year term of our contract.

Conejo Crest Landscape, Inc. expects to perform most landscape and irrigation work "in house," however, our company may utilize Rams Landscape and Irrigation at times to facilitate the management of the landscaping at The Japanese Gardens.

Should you have any questions or need any additional clarification, please contact me at our office.

Sincerely,
CONEJO CREST LANDSCAPE, INC.

David L. Melito

DLM:nl

Accepted by: _____

Date: _____

**SCHEDULE A
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM**


(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

Project Title JAPANESE GARDEN LANDSCAPE AND SITE SERVICES

Proposer: CONEJO CREST LANDSCAPE	Address: 16435 HART STREET, VAN NUYS, CA 91406
Contact Person: DAVID MELITO	Phone/Fax: PHONE (818) 988-9696 FAX (818) 988-4934

LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/SBE/EBE/DVBE/OBE	CALTRANS/CITY/MTA CERT. NO.	DOLLAR VALUE OF SUBCONTRACT
RAMS LANDSCAPE AND IRRIGATION	LANDSCAPE CONSTRUCTION	OBE	NONE	\$25,000

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION		
	DOLLARS	PERCENT
TOTAL MBE AMOUNT	\$	0 %
TOTAL WBE AMOUNT	\$	0 %
TOTAL SBE AMOUNT	\$	0 %
TOTAL EBE AMOUNT	\$	0 %
TOTAL DVBE AMOUNT	\$	0 %
TOTAL OBE AMOUNT	\$ 25,000	.007 %
BASE BID AMOUNT	\$ 3,500,000 (5 year contract estimate)	



 Signature of Person Completing this Form

 DAVID MELITO

 Printed Name of Person Completing this Form

 OPERATIONS MANAGER 11/7/2012
 _____ _____
 Title Date

MUST BE SUBMITTED WITH PROPOSAL

**SCHEDULE A
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM**


(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

Project Title JAPANESE GARDEN LANDSCAPE AND SITE SERVICES

Proposer: CONEJO CREST LANDSCAPE	Address: 16435 HART STREET, VAN NUYS, CA 91406
Contact Person: DAVID MELITO	Phone/Fax: PHONE (818) 988-9696 FAX (818) 988-4934

LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/SBE/EBE/DVBE/OBE	CALTRANS/CITY/MTA CERT. NO.	DOLLAR VALUE OF SUBCONTRACT
RAMS LANDSCAPE AND IRRIGATION	LANDSCAPE CONSTRUCTION	OBE	NONE	\$25,000

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION		
	DOLLARS	PERCENT
TOTAL MBE AMOUNT	\$	0 %
TOTAL WBE AMOUNT	\$	0 %
TOTAL SBE AMOUNT	\$	0 %
TOTAL EBE AMOUNT	\$	0 %
TOTAL DVBE AMOUNT	\$	0 %
TOTAL OBE AMOUNT	\$ 25,000	.007 %
BASE BID AMOUNT	\$ 3,500,000 (5 year contract estimate)	



 Signature of Person Completing this Form

 DAVID MELITO

 Printed Name of Person Completing this Form

 OPERATIONS MANAGER 11/7/2012
 _____ _____
 Title Date

MUST BE SUBMITTED WITH PROPOSAL

Required Insurance and Minimum Limits

Name: Conejo Crest Landscape, Inc.

Date: 6/24/2013

Agreement/Reference: Japanese gardens landscape and site services

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

Workers' Compensation (WC) and Employer's Liability (EL)

WC Statutory

EL _____

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability

1,000,000

Products/Completed Operations

Sexual Misconduct

Fire Legal Liability

Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)

1,000,000

Professional Liability (Errors and Omissions)

Discovery Period _____

Property Insurance (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood

Builder's Risk

Earthquake

Pollution Liability

Surety Bonds - Performance and Payment (Labor and Materials) Bonds

Crime Insurance

Other: Provided to Elyse Matson

