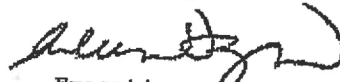


DEPARTMENT OF PUBLIC WORKS

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
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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
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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
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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	<u>Mariposa Landscapes</u>	<u>Conejo Crest</u>
		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.

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
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February 11, 2013

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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

SAA = Subcontinent Asian American

C = Caucasian

M = Male

HA = Hispanic American

APA = Asian Pacific American

NA = Native American

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
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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

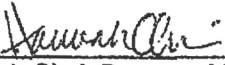
Funds in the amount of \$3,500,000 are available in Fund 760, Dept 50, Account No. 50 X82 titled "PWB - Sanitation Expense and Equipment".

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

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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."

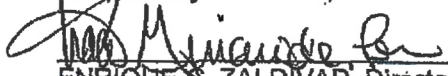
COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:



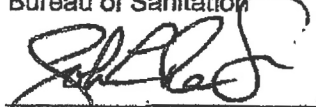
Hannah Choi, Program Manager
Office of Contract Compliance
Bureau of Contract Administration

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

Respectfully submitted,



ENRIQUE C. ZALDIVAR, Director
Bureau of Sanitation



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

CITY OF LOS ANGELES
CALIFORNIA

HOLLY L. WOLCOTT
Interim City Clerk



ERIC GARCETTI
MAYOR

Office of the
CITY CLERK

Council and Public Services
Room 395, City Hall
Los Angeles, CA 90012
General Information - (213) 978-1133
Fax: (213) 978-1040

SHANNON HOPPE
Council and Public Services
Division

www.cityclerk.lacity.org

When making inquiries relative to
this matter, please refer to the
Council File No.

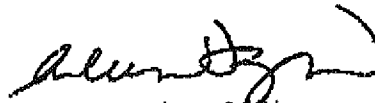
August 21, 2013

APPROVED BY THE BOARD
PUBLIC WORKS OF THE
CITY OF LOS ANGELES
CALIFORNIA

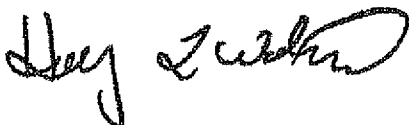
AND THAT THE PRESIDENT OR TWO MEMBERS
BE AUTHORIZED TO EXECUTE THE SAID
CONTRACT ON BEHALF OF THE BOARD

AUG 26 2013

To All Interested Parties:


Executive Officer

The City Council adopted the action(s), as attached, under Council File No. 13-0878,
at its meeting held August 20, 2013.



City Clerk
VCW

2

File No. 13-0878

ENERGY AND ENVIRONMENT COMMITTEE REPORT relative to proposed Memorandum of Agreement with Conejo Crest Landscape, Inc. (Conejo Crest) to provide landscape and site services at the Japanese Garden located at the Donald C. Tillman Water Reclamation Plant.

Recommendation for Council action:

AUTHORIZE the Board of Public Works to execute the Memorandum of Agreement with Conejo Crest 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.

Fiscal Impact Statement: The City Administrative Officer (CAO) reports that 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 is subject to Mayor and Council approval. The recommendations contained in the July 2, 2013 CAO report, as attached to the Council file, complies with the City's Financial Policies as ongoing revenue will support ongoing maintenance.

Community Impact Statement: None submitted.

TIME LIMIT FILE - SEPTEMBER 10, 2013

(LAST DAY FOR COUNCIL ACTION - SEPTEMBER 7, 2013)

Summary:

On August 7, 2013, your Committee considered a July 2, 2013 CAO report relative to a proposed Memorandum of Agreement with Conejo Crest for the provision of landscape and site services for the Japanese Garden at the Donald C. Tillman Water Reclamation Plant (DCT). According to the CAO, 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 (Council File No. 92-1404).

The Japanese Garden is maintained using reclaimed water produced by DCT. The Bureau of Sanitation (BOS) operates the 6.5 acre Garden, incorporating traditional Japanese landscape elements to showcase various uses for reclaimed water. The BOS 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. After consideration and having provided an opportunity for public comment, the Committee moved to recommend approval of the Memorandum of Agreement as contained in the CAO report and detailed in the above recommendation. This matter is now submitted for Council consideration.

Respectfully Submitted,

ENERGY AND ENVIRONMENT COMMITTEE

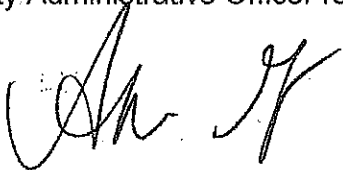
<u>MEMBER</u>	<u>VOTE</u>
FUENTES:	YES
BLUMENFELD:	YES
LABONGE:	YES
HUIZAR:	ABSENT
KORETZ:	YES

-NOT OFFICIAL UNTIL COUNCIL ACTS-

ADOPTED

AUG 20 2013

LOS ANGELES CITY COUNCIL

TRANSMITTAL		0150-09946-0000
TO The Council		DATE JUL 12 2013
FROM The Mayor		COUNCIL FILE NO. 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		
MAS:EMM:061300601		

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

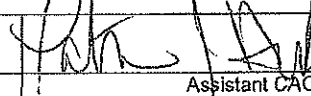
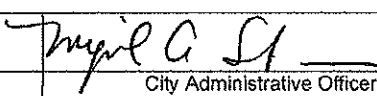
To: The Mayor	Date: 07-02-13	C.D. No. 6	CAO File No.: 0150-09946-0000
Contracting Department/Bureau: Public Works/Sanitation		Contact: Gene Greene, (818) 766-8000	
Reference: Transmittal from the Board of Public Works dated February 11, 2013; referred for report on February 12, 2013.			
Purpose of Contract: 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*
1. Council has approved the purpose	X		
2. Appropriated funds are available	X		
3. Charter Section 1022 findings completed	X		
4. Proposals have been requested	X		
5. Risk Management review completed	X		
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City: 36%			
8. Contractor has complied with:			
	Yes	No	N/A*
a. Equal Employment Opportunity/Affirmative Action	X		
b. Good Faith Effort Outreach**	X		
c. Equal Benefits Ordinance	X		
d. Contractor Responsibility Ordinance	X		
e. Slavery Disclosure Ordinance	X		
f. Bidder Certification CEC Form 50	X		
*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.

 BMM	 Analyst	06130060	 Assistant CAO	 City Administrative Officer
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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

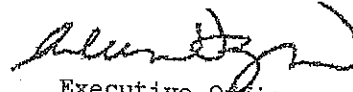
There is no General Fund impact. Sufficient funds within the Sewer Construction and Maintenance Fund are available to support the first year costs of the proposed Agreement. Future year funding will be provided through the City's annual budget process and be subject to Mayor and Council approval. The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

MAS:EMM:06130060

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
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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

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

Page 2

FISCAL IMPACT STATEMENT

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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

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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

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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.

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

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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

SAA = Subcontinent Asian American

C = Caucasian

M = Male

HA = Hispanic American

APA = Asian Pacific American

NA = Native American

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

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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

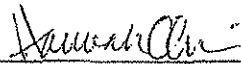
Funds in the amount of \$3,500,000 are available in Fund 760, Dept 50, Account No. 50 X82 titled "PWB -- Sanitation Expense and Equipment".

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."

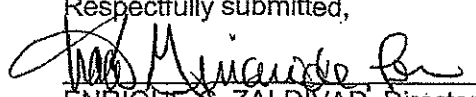
COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:



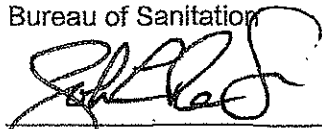
Hannah Choi, Program Manager
Office of Contract Compliance
Bureau of Contract Administration

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

Respectfully submitted,



ENRIQUE E. ZALDIVAR, Director
Bureau of Sanitation



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

DPW-2016-000001

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
September 12, 2016

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

SEP 12 2016


Executive Officer
Board of Public Works

CD: ALL

AUTHORITY TO EXERCISE A ONE YEAR RENEWAL OPTION CONTAINED IN
PERSONAL SERVICES CONTRACT NO. C-122941 WITH CONEJO CREST
LANDSCAPE, INC. FOR JAPANESE GARDEN LANDSCAPE AND SITE SERVICES

RECOMMENDATION

Request authority from the Board of Public Works (Board) to exercise a one-year renewal option to Contract No. C-122941 between the City of Los Angeles (City) and Conejo Crest Landscape, Inc. for Japanese Garden Landscape and Site Services. This is the first of two (2) 1-year renewal options. All terms and conditions shall remain in effect. The total contract cost ceiling remains unchanged at \$3,500,000.00.

FISCAL IMPACT STATEMENT

There is no general fund impact resulting from exercising this renewal option. This contract is funded by the Sewer Operations and Maintenance Fund and Japanese Garden Trust Fund 834/50.

TRANSMITTALS

1. Bureaus of Sanitation and Contract Administration Joint Board Report No. 1, adopted February 11, 2013, authorizing the execution of Contract No. C-122941 with Conejo Crest Landscape, Inc. for the Japanese Garden landscape and site services.
2. Copy of the Council Action, Council File No. 13-0878, adopted August 20, 2013, which authorized the Board to execute a contract with Conejo Crest Landscape, Inc.
3. Copy of Contract No. C-122941, executed on September 10, 2013.

DISCUSSION**Background**

LA Sanitation owns and operates the Japanese Garden (Garden), a 6 1/2 acre ornamental garden located at LASAN's Donald C. Tillman Water Reclamation Plant, 6100 Woodley Avenue, Van Nuys, CA. The Garden, is irrigated with 100% recycled water from the reclamation plant. The Garden has been open since June 6, 1984. It consists of a "dry garden" composed of a traditional arrangement of stones, gravel, and bonsai-style pines; a chisen-kaiyushiki or "wet garden with promenade" that is fashioned after stroll gardens built during the 18th and 19th centuries, and an authentic tea house and tea garden.

On February 11, 2013, the Board authorized the award and execution of a personal services contract with Conejo Crest Landscape, Inc. for landscape and site services at the Garden. (Transmittal No. 1) On August 20, 2013, the City Council authorized the Board to execute the contract with Conejo Crest Landscape, Inc.. (Transmittal No. 2) This contract (C-122941), executed on September 10, 2013, was for a term of three (3) years with two (2), one-year renewal options. (Transmittal No. 3) These landscape and site services 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.

Justification

The Garden is ranked #10 out of 300 public Japanese gardens in the northern hemisphere. The Garden hosts over 40,000 visitors annually, conducts docent volunteer ran public and school tours, issues rental contracts and supports industry filming activities.

Exercising the first, one-year renewal option of this contract to extend the term to September 10, 2017, will provide the City with continued landscape and site services for maintaining the Japanese Garden and its programs. In addition, Conejo Crest Landscape, Inc. has provided satisfactory services to the City thus far and has proven that they are a reliable contractor.

MBE/WBE/OBE Subcontractor Outreach Program

At the time of distribution of the Request for Proposals (RFP) for this contract, which happened prior to July 2011, the City had established an MBE/WBE/OBE Subcontractor Outreach Program for this project with anticipated MBE and WBE participation levels of 18 and 4 percent respectively. At the time of contract award, Conejo Crest Landscape, Inc.'s pledged participation levels were 0 percent MBE, 0 percent WBE, and 0.7 percent OBE. As of August 8, 2016, Conejo Crest Landscape, Inc. has achieved 0 percent MBE, 6.85 percent WBE, and 22.74 percent OBE. With renewal option number 1, Conejo Crest Landscape, Inc.'s pledged participation levels will be 0 percent MBE, 3.77 percent WBE, and 13.60 percent OBE.

RAM Landscape and Irrigation was the only subcontractor listed on Conejo Crest Landscape's original Schedule A. However, this company went out of business prior to the award of the contract.

Gender/Ethnicity Codes:

AA = African American
SAA = Subcontinent Asian American
C = Caucasian
M = Male

HA = Hispanic American
APA = Asian Pacific American
NA = Native American
F = Female

The achieved MBE/WBE/OBE subcontractor participation levels for **Conejo Crest Landscape, Inc.** as of August 8, 2016, are as follows:

Listed Subcontractor	Gender/ Ethnicity	MBE/ WBE/ OBE	% of Contract Amount Invoiced	Contract Amount Invoiced
BriteWorks, Inc.	F/HA	WBE	6.85%	\$121,930.89
American Precision		OBE	3.29%	\$58,635.03
Critter Busters, Inc.		OBE	1.83%	\$32,600.00
Garrett Custom Trailers		OBE	0.96%	\$17,150.00
Green Ninja Landscaping Inc.		OBE	4.57%	\$81,360.00
Primo Construction		OBE	11.50%	\$204,618.40
Randall Swarts		OBE	0.48%	\$8,475.00
Silvia Rigon Design		OBE	0.10%	\$1,820.00
Total MBE Participation			0.00%	\$0
Total WBE Participation			6.85%	\$121,930.89
Total OBE Participation			22.74%	\$404,658.43
Total MBE/WBE/OBE Participation			29.59%	\$526,589.32
Total Contract Invoiced to Date				\$1,779,551.86

Four of the vendors in the above Table were hired for specific projects and will not be used for the period of the one-year renewal option. These vendors are Randall Swarts, American Precision, Garrett Custom Trailers, and Silvia Rigon. Silvia Rigon was added to perform the annual photo calendar layout. American Precision and Randall Swarts were hired to renovate several Garden elements. Silvia Rigon and American Precision were added without the performance of an outreach. The LASAN Japanese Garden staff was unaware of the subcontractor outreach requirements and approved the use of these two subcontractors without authorization from the LASAN project manager.

BriteWorks, Critter Busters, Green Ninja Landscaping, Inc. and Primo Construction are ongoing vendors used for specific tasks. These subcontractors were added at the request of the LASAN project manager. BriteWorks provides regular janitorial service for the Garden structures; Critter Busters provides specialized monthly pest control services to control and eradicate destructive rodents, birds, and waterfowl; Green Ninja Landscaping provides specialty pruning of bonsai pine trees; and Primo Construction provides renovation services for various Garden elements. BriteWorks and Primo Construction were approved by LASAN to be added, after a proper outreach was performed. LASAN approved the addition of Critter Busters and Green Ninja Landscaping, Inc., even though a complete outreach was not performed.

For this 1-year renewal option, the pledged MBE/WBE/OBE subcontractor participation levels for **Conejo Crest Landscape, Inc.** will be as follows:

Listed Subcontractors	Gender/ Ethnicity	MBE/WBE	% of Contract Pledged	Contract Amount Pledged
American Precision		OBE	1.68%	\$58,635.03
BriteWorks, Inc.*	F/HA	WBE	3.77%	\$132,000
Critter Busters, Inc.*		OBE	1.09%	\$38,000
Garrett Custom Trailers		OBE	0.49%	\$17,150.00
Green Ninja Landscaping, Inc.		OBE	2.77%	\$97,000
Primo Construction		OBE	7.29	\$255,000
Randall Swartz		OBE	0.24%	\$8,475.00
Silvia Rigon Design		OBE	0.05%	\$1,820.00
Total OBE Pledged Participation			13.60%	\$476,080.03
Total MBE/WBE Pledged Participation			17.37%	\$608,080.03
Total Contract Amount				\$3,500,000

*Certified Small and Emerging Business Enterprise

The decrease in pledged WBE and OBE utilization for the renewal option is due to the decrease in services required for BriteWorks, Inc. and Primo Construction. Also, the projects have been completed for which American Precision, Randall Swartz, and Silvia Rigon Design were utilized. Therefore, the services of these subcontractors will not be needed for the one-year renewal period.

Other City Requirements

Conejo Crest Landscape, Inc. shall continue to comply with all of the City's contract requirements including:

- Nondiscrimination/Equal Employment Practices/Affirmative Action
- Living Wage and Service Contractor Worker Retention Ordinances
- Americans with Disabilities Act
- Insurance Requirements
- Child Support Obligation Ordinance
- City Business Tax Registration Certificate
- Equal Benefits Ordinance
- Slavery Disclosure Ordinance
- Non-collusion Affidavit
- City of Los Angeles Contract History

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- Los Angeles Residence Information
- First Source Hiring Ordinance
- Municipal Lobbying Ordinance
- Contract Bidder Campaign Contribution and Fundraising Restrictions
- Iran Contracting Act of 2010

Notification of Intent to Contract

The required "Notification of Intent to Contract" was filed with the City Administrative Office (CAO) Clearinghouse on May 22, 2013.

Charter Section 1022

The CAO made a Charter Section 1022 determination on May 21, 2013 and concluded that there was insufficient number of City staff to perform these services and that it is more feasible and economical to contract these services out.

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.

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.

Contractor 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.

Contract Administration

Responsibility for administration of the contract will be with the Water Reclamation Division, LASAN.

Headquarters and Work Force Information

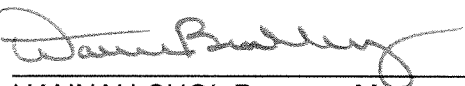
The headquarters address of Conejo Crest Landscape is at 16435 Hart Street, Van Nuys, CA 91406. The contractor has a staff of seven consistent staff (varies seasonally) employees assigned to this contract, all of whom reside in the City of Los Angeles.

STATUS OF FINANCING

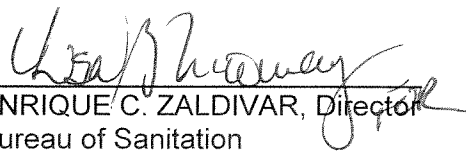
For Fiscal Year 2016-17, approved funds in the amount of \$460,137 are available in Fund 760, Department 50, Account 50NX82, Object 304. Additional funds will be requested during the budget process for fiscal years 2017-18.

This Contract contains a "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 C. ZALDIVAR, Director
Bureau of Sanitation


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

APPROVED AS TO FUNDS:


VICTORIA A. SANTIAGO, Director
Office of Accounting
Date: _____

Prepared by:
Gene Greene, WRD
(818) 756-8000

BPW-2017-0504

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
May 24, 2017

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

MAY 24 2017

CD: ALL


Executive Officer
Board of Public Works

AUTHORITY TO EXERCISE THE SECOND AND FINAL ONE-YEAR RENEWAL
OPTION CONTAINED IN PERSONAL SERVICES CONTRACT NO. C-122941 WITH
CONEJO CREST LANDSCAPE, INC. FOR JAPANESE GARDEN LANDSCAPE AND
SITE SERVICES

RECOMMENDATION

Request the Board of Public Works (Board) to exercise the second and final, one-year renewal option to Contract No. C-122941 between the City of Los Angeles (City) and Conejo Crest Landscape, Inc. for the Japanese Garden Landscape and Site Services. All terms and conditions shall remain in effect. The total contract cost ceiling remains unchanged at \$3,500,000.

FISCAL IMPACT STATEMENT

There is no general fund impact resulting from exercising this renewal option. This contract is funded by the Sewer Operations and Maintenance Fund and Japanese Garden Trust Fund 834/50.

TRANSMITTALS

1. Bureaus of Sanitation and Contract Administration Joint Board Report No. 1, adopted February 11, 2013, authorizing the execution of Contract No. C-122941 with Conejo Crest Landscape, Inc. for the Japanese Garden landscape and site services.
2. Copy of the Council Action, Council File No. 13-0878, adopted August 20, 2013, which authorized the Board to execute a contract with Conejo Crest Landscape, Inc.
3. Bureaus of Sanitation and Contract Administration Joint Board Report No. 1, adopted September 12, 2016, to exercise the first of two one-year renewal options contained in Contract No. C-122941 with Conejo Crest Landscape, Inc. for the Japanese Garden landscape and site services
4. Copy of Contract No. C-122941, executed on September 10, 2013.

DISCUSSION

Background

The Bureau of Sanitation (LASAN) operates the Japanese Garden (Garden), a 6 1/2 acre authentic Japanese Garden located at LASAN's Donald C. Tillman Water Reclamation Plant, 6100 Woodley Avenue, Van Nuys, CA. The Garden is irrigated with 100% recycled water from the water reclamation plant. The Garden was dedicated on June 6, 1984. It consists of a "dry garden" composed of a traditional arrangement of stones, gravel, and bonsai-style pines; a Chisen-karasansui "wet garden with promenade" that is fashioned after stroll gardens built during the 18th and 19th centuries; and an authentic Shoin building with a meditation tea garden.

On February 11, 2013, the Board authorized the award and execution of a personal services contract with Conejo Crest Landscape, Inc. for landscape and site services at the Japanese Garden. (Transmittal No. 1) On August 20, 2013, the City Council authorized the Board to execute the contract with Conejo Crest Landscape, Inc. (Transmittal No. 2) On September 12, 2016, the Board executed the option to exercise the first of two one-year renewals. (Transmittal No. 3) This Contract (C-122941), executed on September 10, 2013, was for a term of three (3) years with two (2) one-year renewal options. (Transmittal No. 4) These landscape and site services 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.

Justification

The Garden is ranked #10 out of 300 public Japanese gardens in the northern hemisphere. The Garden hosts over 43,000 visitors annually, conducts Docent volunteer public and school tours, hosts special public cultural events, issues rental contracts and supports industry filming activities.

Exercising the second and final one-year renewal option of this contract to extend the term to September 10, 2018, will provide the City with continued landscape and site services for maintaining the Japanese Garden and its programs. In addition, Conejo Crest Landscape, Inc. has provided satisfactory services to the City thus far and has proven that they are a reliable contractor.

MBE/WBE/OBE Subcontractor Outreach Program

At the time of distribution of the Request for Proposals (RFP) for this contract, which happened prior to July 2011, the City had established an MBE/WBE/OBE Subcontractor Outreach Program for this project with anticipated MBE and WBE participation levels of 18 and 4 percent respectively. At the time of contract award, Conejo Crest Landscape, Inc.'s pledged participation levels were 0 percent MBE, 0 percent WBE, and 0.7 percent OBE. As of December 9, 2016, Conejo Crest Landscape, Inc. has achieved 0 percent MBE, 6.57 percent WBE, and 22.40 percent OBE. With renewal option number 2, Conejo Crest Landscape, Inc.'s pledged participation levels will be 0 percent MBE, 5.77 percent WBE, and 22.60 percent OBE.

RAM Landscape and Irrigation was the only subcontractor listed on Conejo Crest Landscape's original Schedule A. However, this company went out of business prior to the award of the contract.

Gender/Ethnicity Codes:

AA = African American

SAA = Subcontinent Asian American

C = Caucasian

M = Male

HA = Hispanic American

APA = Asian Pacific American

NA = Native American

F = Female

The achieved MBE/WBE/OBE subcontractor participation levels for **Conejo Crest Landscape, Inc.** as of December 9, 2016 are as follows:

Listed Subcontractor	Gender/ Ethnicity	MBE/ WBE/ OBE	% of Contract Amount Invoiced	Contract Amount Invoiced
BriteWorks, Inc.	F/HA	WBE	6.57%	\$126,359.89
American Precision		OBE	3.04%	\$58,635.03
Critter Busters, Inc.		OBE	1.89%	\$36,519.00
Garrett Custom Trailers		OBE	0.89%	\$17,150.00
Green Ninja Landscaping Inc.		OBE	4.65%	\$89,460.00
Primo Construction		OBE	11.40%	\$219,175.40
Randall Swarts		OBE	0.44%	\$8,475.00
Silvia Rigon Design		OBE	0.90%	\$1,820.00
Total MBE Participation			0.00%	\$0.00
Total WBE Participation			6.57%	\$126,359.89
Total OBE Participation			22.43%	\$431,234.43
Total MBE/WBE/OBE Participation			29.00%	\$557,594.32
Total Contract Invoiced to Date				\$1,922,489.90

For this second and final one-year renewal option, the pledged MBE/WBE/OBE subcontractor participation levels for **Conejo Crest Landscape, Inc.** will be as follows:

Listed Subcontractors	Gender/ Ethnicity	MBE/WBE	% of Contract Pledged	Contract Amount Pledged
BriteWorks, Inc.*	F/HA	WBE	5.77%	\$202,000.00
American Precision**		OBE	1.68%	\$58,635.03
Critter Busters, Inc.		OBE	2.29%	\$80,000.00
Garrett Custom Trailers**		OBE	0.49%	\$17,150.00
Green Ninja Landscaping, Inc.		OBE	5.57%	\$195,000.00
Primo Construction		OBE	12.28%	\$330,000.00
Randall Swarts**		OBE	0.24%	\$8,475.00
Silvia Rigon Design**		OBE	0.05%	\$1,820.00
Total MBE Pledged Participation			0.00%	0.00
Total WBE Pledged Participation			5.77%	\$202,000.00
Total OBE Pledged Participation			22.60%	\$791,080.03
Total MBE/WBE/OBE Participation			28.37%	\$993,080.03
Total Contract Amount				\$3,500,000.00

*Certified Small and Emerging Business Enterprise

There is a decrease in pledged WBE utilization for the term of this final renewal option. BriteWorks no longer provides janitorial services for the Administration Services Building at the Japanese Garden. Janitorial services are currently being provided by City forces.

**The projects have been completed for which Garrett Custom Trailers, American Precision, Randall Swarts, and Silvia Rigon Design were utilized. Therefore, the services of these subcontractors will not be needed for the second one-year renewal period.

Other City Requirements

Conejo Crest Landscape, Inc. shall continue to comply with all of the City's contract requirements including:

- Nondiscrimination/Equal Employment Practices/Affirmative Action
- Living Wage and Service Contractor Worker Retention Ordinances
- Americans with Disabilities Act
- Insurance Requirements
- Child Support Obligation Ordinance
- City Business Tax Registration Certificate
- Equal Benefits Ordinance
- Slavery Disclosure Ordinance
- Non-collusion Affidavit
- City of Los Angeles Contract History
- Los Angeles Residence Information
- First Source Hiring Ordinance
- Municipal Lobbying Ordinance
- Contract Bidder Campaign Contribution and Fundraising Restrictions
- Iran Contracting Act of 2010

Notification of Intent to Contract

The required "Notification of Intent to Contract" was filed with the City Administrative Office (CAO) Clearinghouse on May 22, 2013.

Charter Section 1022

The CAO made a Charter Section 1022 determination on May 21, 2013 and concluded that there was insufficient number of City staff to perform these services and that it is more feasible and economical to contract these services out.

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.

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
May 24, 2017

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Contractor 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.

Contract Administration

Responsibility for administration of the contract will be with the Water Reclamation Division, LASAN.

Headquarters and Work Force Information

The headquarters address of Conejo Crest Landscape is at 16435 Hart Street, Van Nuys, CA 91406. The contractor has a staff of seven consistent staff (varies seasonally) employees assigned to this contract. 93% of their employees reside in the City of Los Angeles.

STATUS OF FINANCING

For Fiscal Year 2017-18, funding will be requested during the budget process in the amount of \$498,000.00. Funding will be from Fund 760, Department 50, Account 50X82, Object 304.

This Contract contains a "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."

Respectfully submitted,

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:

[Signature]
HANNAH CHOI, Program Manager
Office of Contract Administration
Bureau of Contract Administration

[Signature]
VICTORIA A. SANTIAGO, Director
Office of Accounting
Date: _____

[Signature]
ENRIQUE C. ZALDIVAR, Director
Bureau of Sanitation

[Signature]
JOHN L. REAMER, JR., Director
Bureau of Contract Administration

Prepared by: Gene Greene, DCTWRP
(818) 756-8000

CONTRACT NO. C- 122941

SERVICE AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
AND
CONEJO CREST LANDSCAPE
FOR
JAPANESE GARDEN LANDSCAPE AND SITE SERVICES

CONTRACT FOR JAPANESE GARDEN LANDSCAPE AND SITE SERVICES

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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, 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 (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
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 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.

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 an 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 notification is given to the Contractor by the City, a day prior not to provide services, the City will not be charged for any 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**

- 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 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. 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:

- RAM LANDSCAPE AND IRRIGATION

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 Costs as used herein are defined as:

10.1.1 "Salary Rates" - See Exhibit K

10.1.2 "Overhead Rate" - See Exhibit L

10.1.3 "Profit" - See Exhibit L

10.1.4 "Subcontract Expenses" - See Exhibit L

10.1.5 "Other Direct Costs" - See Exhibit L

10.1.6 "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 overhead 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 in **Exhibit K and Exhibit L**. All subcontractors whom the Contractor adds/deletes from the Contract must have their compensation rate approved by the City's Contract Manager or designee.

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 such copies of invoices, payrolls, time sheets, and other documents of proof as may be reasonably required by CITY to establish the amount of such invoices as allowable expenses. A Subcontractor Utilization Attachment, Exhibit A,

shall also be submitted as part of the monthly invoice (if applicable). Contractor must provide an explanation for any item that falls short of the planned utilization with specific plans and recommendations for recovering any shortfalls in utilization. No such invoices shall be paid without the Subcontractor Utilization Invoice Attachment. All invoices shall be 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 C** hereto. **EXHIBIT C** is hereby incorporated by reference and made a part of this Contract.

ARTICLE 13 – INDEPENDENT CONTRACTOR

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, California 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 AGREEMENT

This AGREEMENT 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 – LOS ANGELES BUSINESS INCLUSION 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 its proposal, if any. 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.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year written below.

CITY OF LOS ANGELES

By: *Ken James*
Title: Commissioner, Board of Public Works
Date: 9-10-13

By: _____
Title: Commissioner, Board of Public Works
Date: _____

CONEJO CREST LANDSCAPE

By: *Mil Muto*
Title: Operations Manager
Date: 9-6-13

APPROVED AS TO FORM

MICHAEL N. FEUER, City Attorney

By: *[Signature]*
John A. Carvalho
Title: Deputy City Attorney
Date: 9/10/13

ATTEST:

HOLLY L. WOLCOTT, Interim City Clerk

By: *[Signature]*
Title: Deputy City Clerk
Date: 9-11-13



C-122941

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

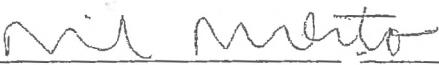
(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

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	.7 %
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 B
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE**

Project Title	Contract No.
---------------	--------------

Consultant	Address
Contact Person	Phone/Fax

CONTRACT AMOUNT (INCLUDING AMENDMENTS)	THIS INVOICE AMOUNT	INVOICED TO DATE AMOUNT (INCLUDE THIS INVOICE)

MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS (LIST ALL SUBS)					
NAME OF SUBCONTRACTOR	MBE/WBE/ SBE/EBE/ DVBE/OBE	ORIGINAL SUBCONTRACT AMOUNT	THIS INVOICE (AMOUNT NOW DUE)	INVOICED TO DATE (INCLUDE THIS INVOICE)	SCHEDULED PARTICIPATION TO DATE

CURRENT PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION TO DATE			Signature of Person Completing this Form:
	DOLLARS	PERCENT	Printed Name of Person Completing this Form: Title: _____ Date: _____
TOTAL MBE PARTICIPATION	\$	%	
TOTAL WBE PARTICIPATION	\$	%	
TOTAL SBE PARTICIPATION	\$	%	
TOTAL EBE PARTICIPATON	\$	%	
TOTAL DVBE PARTICIPATION	\$	%	
TOTAL OBE PARTICIPATION	\$	%	

Required Insurance and Minimum Limits

Name: CONEJO CREST LANDSCAPEDate: 12/13/2011Agreement/Reference: JAPANESE GARDEN 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 - Workers' Compensation (WC) and Employer's Liability (EL)
WC StatutoryEL \$1,000,000
☐ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers

☐ Jones Act

☒ General Liability

\$2,000,000

☒ 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 12 Months After Completion of Work or Date of Termination
☐ Property Insurance (to cover replacement cost of building - as determined by insurance company)

☐ All Risk Coverage

☐ Boiler and Machinery

☐ Flood

☐ Builder's Risk

☐ Earthquake

☐ Replace cost of prop. damage

☐ Pollution Liability

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

100% of the contract price

☐ Crime Insurance

Other:

LWO - OCC NON-COVERAGE/EXEMPTION APPLICATION

OCC DETERMINATION/APPROVAL REQUIRED

This application for non-coverage/exemption must be submitted by the Contractor along with its bid or proposal to the AWARDING DEPARTMENT. Awarding Departments may also apply for an exemption for OCC approval. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors; subcontractors; financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

CONTRACTOR INFORMATION:

1. Company Name: Conejo Crest Landscape Phone Number: 818-988-9696

2. Company Address: 16435 Hart St. Van Nuys, CA 91406

3. Are you a Subcontractor? ☐ Yes ☒ No If YES, state the name of your Prime Contractor:

4. Type of Service Provided: Landscape Maintenance

NON-COVERAGE INFORMATION:

TO BE REQUESTED BY AWARDING DEPARTMENTS OR CONTRACTORS

REQUEST FOR NON-COVERAGE DETERMINATION	SUPPORTING DOCUMENTATION REQUIRED
☐ Per Section 10.37.13 of the LWO, contractors may request a determination of non-coverage on any basis allowed by this article, including, but not limited to: non-coverage, for failure to satisfy definition of "City financial assistance recipient", "public lease/license", or "service contract".	A detailed memorandum explaining the basis of the request, which may include, but is not limited to: the terms of a city financial assistance agreement, purpose of the contract, location, and work performed. OCC may request further information to issue a determination.

EXEMPTION INFORMATION: N/A

CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:

TO BE REQUESTED BY AWARDING DEPARTMENTS ONLY

EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
☐ Grant Funded Services, provided that the grant funding agency indicates in writing that the provisions of the Ordinances should not apply.	Provide a copy of grant-funding agency's determination to the OCC.

TO BE REQUESTED BY CONTRACTORS ONLY

EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
☐ Collective bargaining agreement with supersession language - (LAAC 10.37.12): Contractors who are party to a collective bargaining agreement (CBA) which contains specific language indicating that the CBA will supersede the LWO may receive an exemption as to the employees covered under the CBA.	A copy of the CBA with the superseding language clearly marked OR A letter from the union stating that the union has agreed to allow the CBA to supersede the LWO.
☐ Occupational license required - (LAAC 10.37.1(f)): Only the individual employees who are required to possess an Occupational license to provide services to or for the City are exempt.	A listing of the employees required to possess occupational licenses to perform services to or for the City AND Copies of each of these employees' occupational licenses.

By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.

David L. Melito

Print Name of Person (Contractor) Completing This Form

Operations Manager 818-988-9696

Title

Phone #

David L. Melito
Signature of Person (Contractor) Completing This Form

August 16, 2010

Date

ANY DETERMINATION/APPROVAL IS APPLICABLE ONLY TO THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE APPLICATION FOR THE INDIVIDUAL SUBCONTRACTOR.

AWARDING DEPARTMENT USE ONLY:

Dept: _____ Dept Contact: _____ Contact Phone: _____ Contract #: _____

OCC USE ONLY:

Approved / Not Approved - Reason: _____

By OCC Analyst: _____

Date: _____

**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/RFQ/RFP # (if any): — Date RFB/RFQ/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: 16435 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) Sally Wiles Marc Wright Phone (213) 847-2408

DAA Representative Signature Marc Wright Date MAY 15 2013

CITY OF LOS ANGELES

PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

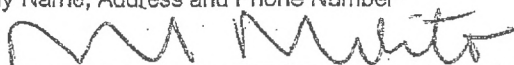
Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for the purchase of goods and products of at least \$100,000, 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.

CONEGO CREST Landscape, INC. 10435 Hart ST. Van Nuys
 Company Name, Address and Phone Number: CA. 91406 818/988-9896



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
Office of Finance
200 North Spring St. 9th Fl.
Los Angeles, CA 90012

BUSINESS TAX APPLICATION

Print Form

Submit by Email

If you are a business owner, you must file this form with the City of Los Angeles Office of Finance. If you are a business owner, you are REQUIRED to file this form with the City of Los Angeles Office of Finance.

The following information is subject to disclosure

FOR OFFICE USE ONLY: FUND/CLASS _____ FUND/CLASS _____

Business Type: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ LLC ☐ Trust

Please print or type:
Legal Name: Conejo Crest Landscape
Do not use DBA (fictitious name) here.

Business Address: 16435 Hart St. Van Nuys, CA 91406
Do not use P.O. Box here. Street Address: _____ City: _____ State: _____ Zip Code: _____

Please check appropriate box: ☒ Commercial Location ☐ Residence

Business Name (DBA): Conejo Crest Landscape, Inc.

Care Of (C/O): _____

Mailing Address: 16435 Hart St. Van Nuys, CA 91406
If different from Business Address: Street Address or P.O. Box: _____ City: _____ State: _____ Zip Code: _____

Please check appropriate box: ☒ Commercial Location ☐ Residence

Starting Date of Business: Month: _____ Day: _____ Year: _____

Social Security No. (SSN) - OR - Federal Employer Identification No. (FEIN): 01-0829343

Sales Tax Number (Seller's Permit): _____

Description of Business:

(Provide in Detail): _____

Web Address (optional): _____

¹Primary Business/Professional Activity Code: 811410

Business Phone Number: 818-988-9696

Secondary Business/Professional Activity Code: _____

Gross Receipts ²: (If your business began prior to the current year, please complete the gross receipts information below)

Business activity ³ / Date activity started	Calendar Year 2009 Gross Receipts	Calendar Year 2008 Gross Receipts	Calendar Year 2007 Gross Receipts
a) <u>Contractor</u>	\$ <u>1,480,558</u>	\$ <u>1,794,163</u>	\$ <u>1,851,868</u>
b) _____	\$ _____	\$ _____	\$ _____
c) _____	\$ _____	\$ _____	\$ _____

Please Note: A minimum business tax is due based on your business activity(ies) for the first year of operation.

Contact Person: David Melito

Title: Operations Manager

Contact Phone Number: 818-988-9696

I declare, under penalty of perjury under the laws of the State of California, that to the best of my knowledge the foregoing is true, correct and complete. ⁴

Signature of Owner or Agent: David L. Melito

Date: Aug. 16, 2010

Print name of Owner or Agent: David L. Melito

Daytime Telephone Number: 818-988-9696

Email Address: dmelito@conejocrest.com

¹ This is the 6-digit Primary / Principal Business or Profession Activity Code reported on your Federal Tax Return. A Secondary business activity is one that comprises at least \$1,000,000 and 40% of your gross receipts. Go to cityofla.org/finance/pdf/NAICS_CODES.pdf for a NAICS code listing.

² If your business is located within the City of Los Angeles and a portion of your gross revenue is derived from outside the City, or your business is located outside the City and a portion of your gross revenue is derived from inside the City, then applicable apportionment formulas may reduce your tax liability.

³ Due to the large number of various business activities described under LAMC Section 21.53 to 21.197, it is not practical to list each separately. For specific activities and rates, contact the Office of Finance or visit our website @ www.cityofla.org/finance.

⁴ By completing this form and submitting it to the Office of Finance in an electronic format, such as email, you agree that the submitted form has the same legal effect, validity and enforceability of a form submitted to us via US mail or in person. You also agree that the aforementioned form legally represents a document sent by you or your legal representative.

As a service entity under Title 9 of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodations to ensure equal access to its programs, services, and activities.

Los Angeles Residence Information

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the city encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires proposers to state their headquarters address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: CONEJO CREST LANDSCAPE

I. Corporate or Main Office Address:

16435 Hart St.

Van Nuys, CA 91406

II. Total Number of Employees in Organization: 92

Number and Percentage of Employees in Organization who are Los Angeles City Residents:

92 and 100 %

Non-Collusion Affidavit

The appropriate, authorized operator's designate must sign and affix the corporate seal (see space below).

I, David L. Melito, depose and say that I am

Operations Manager of Conejo Crest Landscape
 ("President", "Vice President", etc.) (Name and Address of Organization)

who submits this proposal to the City of Los Angeles Personnel Department, and hereby declare that this proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named and the proposer had not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal, and that the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

Date: August 16, 2010 at Van Nuys, CA
 (Month, Day, Year) (City, State)

(Corporate Seal)

I certify or declare under penalty of perjury that the foregoing is correct

David L. Melito

(Signature)

CITY OF LOS ANGELES CONTRACT HISTORY

The City Council passed a resolution on July 21, 1998 requiring that all proposed vendors supply in their proposal or bid, a list of all City of Los Angeles contracts held by the bidder or any affiliated entity during the preceding 10 years. Use the space below to list all such contracts. Include the dates of the contract, the services or goods provided, the amount of the contract, and the contract number. If the bidder or any affiliated entity has held no City of Los Angeles contracts during the preceding 10 years, state so in the space below. Use the back of the page and additional pages as needed.

No City of Los Angeles Contracts have been held.

Conejo Crest Landscape

Name of Organization

David L. Melito

Print Name

August 16, 2010

Date

David L. Melito

Signature

Operations Manager

Title



City Ethics Commission
200 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: 818-988-9696

Address:

16435 Hart St. Van Nuys, CA 91406

Email:

dmlito@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(i) [see reverse]:
 - a. I provide services on the City property through employees, sublessees, sublicensees, 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: David L. Melito

Name:

David L. Melito

Title:

Operations Manager

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

JAPANESE GARDEN LANDSCAPE AND SITE SERVICES
REQUEST FOR PROPOSALS
PROPOSED HOURLY RATE

EXHIBIT K

<u>Position</u>	<u>Name</u>	<u>Firm</u>	<u>Rate (\$/hr.)</u>
Landscape Maintenance Foreman	T.B.D	Conejo Crest	\$28.90
Landscape Maintenance Laborer # 1	T.B.D	Conejo Crest	\$20.70
Landscape Maintenance Laborer # 2	T.B.D	Conejo Crest	\$20.70
Landscape Maintenance Laborer # 3	T.B.D	Conejo Crest	\$20.70
Landscape Maintenance Laborer # 4	T.B.D	Conejo Crest	\$20.70
Nurseryman	T.B.D	Conejo Crest	\$23.90
Additional Seasonal Landscape Maintenance laborer	T.B.D	Conejo Crest	\$20.70
Superintendent	T.B.D	Conejo Crest	\$75.00
Irrigation Technician	T.B.D	Conejo Crest	\$65.00
Irrigation Apprentice	T.B.D	Conejo Crest	\$35.00
Tree Trimmer	T.B.D	Conejo Crest	\$48.00
Tree Groundsman	T.B.D	Conejo Crest	\$30.00
Mechanic	T.B.D	Conejo Crest	\$45.00

JAPANESE GARDEN LANDSCAPE AND SITE SERVICES
REQUEST FOR PROPOSALS

PROPOSED OVERHEAD, PROFIT AND MARKUP

[illegible]