# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

**DONALD L. WOLFE, Director**

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

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


IN REPLY PLEASE
REFER TO FILE: AS-0

October 5, 2006

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

Dear Supervisors:

**STREET SWEEPING SERVICES**
**SUPERVISORIAL DISTRICTS 1, 4, AND 5**
**3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the contract work is exempt from the provisions of the California Environmental Quality Act (CEQA).

2. Find that these services can be more economically performed by independent contractors than by County employees.

3. Award three contracts for Street Sweeping Services to the specified contractors in each area at the total amounts of compensation listed below. Direct the Mayor to execute these contracts. The contracts for City Terrace and Road District 119/519 will be for a period of one year with two 1-year renewal options, not to exceed a total contract period of three years, commencing on December 1, 2006. The contract for Rowland Heights will be for a period of 13 months, with two 1-year renewal options, not to exceed a total contract period of 37 months, commencing on November 1, 2006. Funds are available in Public Works' 2006-07 Road Fund.

| Contractor | Supervisorial District | Area | Amount for Base Term | Amount for Renewal Options |
|---|---|---|---|---|
| R.F. Dickson Company, Inc. | 1 | City Terrace | $ 108,303 | $ 108,303 |
| Nationwide Environmental Services, Inc. | 1 & 5 | Road District 119/519 | $ 246,003 | $ 246,003 |
| Nationwide Environmental Services, Inc. | 1 & 4 | Rowland Heights | $ 239,389 | $ 220,974 |

4. Delegate authority to the Director of Public Works to annually expend an extra 15 percent of the annual contract sum for additional, unforeseen sweeping services within the scope of these contracts.

5. Authorize the Director of Public Works to renew these contracts for each additional renewal option, if, in the opinion of the Director, renewal is warranted; to grant month-to-month extensions in the final contract term not exceeding a total of six months, for the convenience of the County; and to terminate it if, in the opinion of the Director, it is in the best interest of the County to do so.

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to continue to obtain economical street sweeping services from responsive and responsible contractors. Public Works has been contracting for street sweeping services since 1988 for Road District 119/519 and Rowland Heights and since 1997 for City Terrace. The recommended contracts will annually service County-maintained streets, highways, and alleys of approximately 94 curb and 6 paved alley miles in City Terrace; approximately 197 curb and 2 paved alley miles in Rowland Heights; and approximately 211 curb and 5 paved alley miles in Road District 119/519.

## Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goals of Fiscal Responsibility, Organizational Effectiveness, and Children and Families' Well-Being. These contracts will improve internal operations through the utilization of the contractors' expertise to effectively provide these services in a timely, responsive, and cost-effective manner as well as improve the quality of life in the County.

## FISCAL IMPACT/FINANCING

These contracts are for an aggregate amount not to exceed $593,695 annually for the first term, and $575,280 annually for each renewal option. This amount is based on the annual prices quoted by the contractors. Funds are available in the Public Works' 2006-07 Road Fund. There will be no impact on net County cost.

The contract for the Rowland Heights area will be for a period of 13 months commencing on November 1, 2006. The contracts for City Terrace and Road District 119/519 will be for a period of one year commencing on December 1, 2006. Thereafter, the Director may renew each of the contracts from year to year for a total contract period not to exceed 37 months for Rowland Heights and three years for City Terrace and Road District 119/519. There will be no cost-of-living adjustments.

Using a methodology approved by the Auditor-Controller, Public Works has calculated the cost-effectiveness of contracting for these services. Based on the cost calculations, Public Works has determined that these services can be more economically performed by independent contractors than by County employees.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

These contracts have been executed by the contractors and approved as to form by County Counsel.

Public Works has determined that the contractors comply with the requirements of the Living Wage Program (Los Angeles County Code Chapter 2.201) and agree to pay their full-time employees providing County services a living wage.

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

## ENVIRONMENTAL DOCUMENTATION

With respect to the requirements of CEQA, these services are categorically exempt as set forth in Sections 15301 (c) of the State CEQA guidelines.

**CONTRACTING PROCESS**

On August 7, 2006, Public Works solicited proposals from 68 independent contractors and community business enterprises to accomplish this work. Also, notice of the Request for Proposals (RFP) was placed on the County's bid website (Enclosure A) and an advertisement was placed in the *Los Angeles Times*.

Pursuant to the applicable memorandum of understanding, the RFP for these contracted services was submitted on August 8, 2006, to the Local 660 Union for review before being released to the public. The Union met with Public Works on September 5, 2006.

On September 5, 2006, three proposals were received for each area. All proposals were first reviewed to ensure they met the mandatory requirements outlined in the RFP. All proposals having met those requirements were then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included price, experience, work plan, equipment, financial resources, references, and demonstrated controls over payroll/record keeping.

Based on these evaluations, it is recommended that contracts for these services be awarded to the highest-rated, responsive, and responsible proposers as recommended above.

Enclosure B reflects the proposers' minority participation. The contractors were selected upon final analysis and consideration without regard to race, creed, gender, or color.

These contracts contain terms and conditions supporting Board-sponsored policies, such as contractor responsibility and debarment (revised), jury service requirements, the Safely Surrendered Baby Law, and charitable activities compliance.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractors before any work is started.

As requested by your Board, the contractors have submitted a safety record that reflects its past activities have been conducted according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that these contractors will not be requested to perform services that will exceed their individual contract's approved amount, scope of work, terms and conditions, and/or duration.

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

The award of these contracts will not result in the displacement of any County employees as these services are currently being contracted.

**CONCLUSION**

Enclosed are three copies of each contract. Upon approval, please return the Contractor Execute and Department Conform copies to this office. The original Board Execute copies should be retained for your files.

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

SS
P:\aspub\CONTRACT\Scott\STREET SWEEPING 2006\2006\BD LTR.doc

Enc. 11

cc: Chief Administrative Office
County Counsel

ENCLOSURE A

**Award information has not been added at this time.**

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## Bid Information

**Bid Number :** PW-ASD 630
**Bid Title :** STREET SWEEPING SERVICES
**Bid Type :** Service
**Department :** Public Works
**Commodity :** STREET SWEEPING SERVICES
**Open Date :** 8/7/2006
**Closing Date :** 9/5/2006 5:30 PM
**Notice of Intent to Award :** View Detail
**Bid Amount :** N/A
**Bid Download :** Not Available
**Bid Description :** PLEASE TAKE NOTICE that the County of Los Angeles, through its Department of Public Works, requests proposals for separate contracts for Street Sweeping Services (2006-PA010) in the below-mentioned areas. Each area will be awarded and evaluated independently. Proposers must meet all minimum requirements set forth in the Request for Proposals (RFP) document. If not enclosed with this letter, the RFP with contract specifications, forms, and instructions for preparing and submitting proposals may be requested by accessing this link at ftp://dpwftp.co.la.ca.us/solicitationdocuments/streetsweep.pdf or from Mr. Scott Smith at (626) 458 4055, Monday through Thursday, 7 a.m. to 5 p.m.

A Proposers' Conference will be held on Monday, August 21, 2006, at 2 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room A. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the Conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the Conference, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Tuesday, September 5, 2006, at 5:30 p.m. Please direct your questions to Mr. Smith at the number above.

SCHEDULE OF STREET SWEEPING AREAS
LOCATIONS SUPERVISORIAL DISTRICT ESTIMATED ANNUAL SWEEPING COSTS
City Terrace 1 $160,000
Rowland Heights 1 & 4 $160,000
Road District 119/519 1 & 5 $200,000

The conference facility complies with the Americans with Disabilities Act (ADA). With four business days' notice, Public Works will make all reasonable efforts to provide information in alternate formats and other accommodations for people with disabilities. For the ADA Coordinator, please call (626) 458 4081 or TDD at (626) 282 7829, Monday through Thursday, 7 a.m. to 5:30 p.m.

**Contact Name :** SCOTT SMITH
**Contact Phone# :** (626) 458-4055
**Contact Email :** scsmith@ladpw.org
**Last Changed On :** 8/8/2006 4:13:21 PM

Back to Last Window

Back to Award Main

**FORM PW-9**

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

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

FIRM NAME: Nationwide Environmental Services a division of Joe's Sweeping, Inc.

My County (WebVen) Vendor Number: 50587701

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

| | |
|---|---|
| ☐ I AM NOT<br>☒ I AM | A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission. |
| ☒ | As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference. |

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

**Business Structure:** ☐ Sole ☐ Partnership ☒ Corporation ☐ Nonprofit ☐ Franchise

☐ Other (Please Specify):

**Total Number of Employees** (including owners): 72

**Race/Ethnic Composition of Firm.** Please distribute the above total number of individuals into the following categories:

| Race/Ethnic Composition | Owners/Partners/ Associate Partners | | Managers | | Staff | |
|---|---|---|---|---|---|---|
| | Male | Female | Male | Female | Male | Female |
| Black/African American | | | | | 2 | |
| Hispanic/Latino | | | 1 | 1 | 53 | 1 |
| Asian or Pacific Islander | | | | | | |
| American Indian | | | | | | |
| Filipino | | | | | | |
| White | 1 | 1 | 2 | 1 | 7 | 2 |

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

| | Black/African American | Hispanic/ Latino | Asian or Pacific Islander | American Indian | Filipino | White |
|---|---|---|---|---|---|---|
| Men | % | % | % | % | % | 40 % |
| Women | % | % | % | % | % | 60 % |

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

| Agency Name | Minority | Women | Disadvantaged | Disabled Veteran | Expiration Date |
|---|---|---|---|---|---|
| N/A | | | | | |
| | | | | | |

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

| Authorized Signature: | Title: | Date: |
|---|---|---|
| [signature] | President | September 1, 2006 |

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

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

FIRM NAME: **R.F. DICKSON CO. ,INC.**

My County (WebVen) Vendor Number: **10302901**

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

| | |
|---|---|
| ☐ I AM NOT | A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission. |
| ☒ I AM | |
| ☐ | As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference. |

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

**Business Structure:** ☐ Sole ☐ Partnership ☒ Corporation ☐ Nonprofit ☐ Franchise

☐ Other (Please Specify):

**Total Number of Employees** (including owners): **33**

**Race/Ethnic Composition of Firm.** Please distribute the above total number of individuals into the following categories:

| Race/Ethnic Composition | Owner/Partner/Associate Partner | | Managers | | Staff | |
|---|---|---|---|---|---|---|
| | Male | Female | Male | Female | Male | Female |
| Black/African American | | | 0 | | | |
| Hispanic/Latino | | | 20 | | | 1 |
| Asian or Pacific Islander | | | | | | |
| American Indian | | | | | | |
| Filipino | | | | | | |
| White | | | 11 | | | 1 |

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

| | Black/African American | Hispanic/ Latino | Asian or Pacific Islander | American Indian | Filipino | White |
|---|---|---|---|---|---|---|
| Men | % | % | % | % | % | 100 % |
| Women | % | % | % | % | % | % |

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

| Agency Name | Minority | Women | Disadvantaged | Disabled Veteran | Expiration Date |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |

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

| Authorized Signature: | Title: | Date: |
|---|---|---|
| Scott D Dickson | VICE - PRESIDENT | AUGUST 31,2006 |

FORM PW-9

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

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

FIRM NAME: CleanStreet

My County (WebVen) Vendor Number: 503745-02

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

| | |
|---|---|
| ☒ I AM NOT | A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission. |
| ☐ I AM | |
| ☐ | As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference. |

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

**Business Structure:** ☐ Sole ☐ Partnership ☒ Corporation ☐ Nonprofit ☐ Franchise

☐ Other (Please Specify):

**Total Number of Employees** (including owners): 145

**Race/Ethnic Composition of Firm.** Please distribute the above total number of individuals into the following categories:

| Race/Ethnic Composition | Owners/Partners/ Associate Partners | | Managers | | Staff | |
|---|---|---|---|---|---|---|
| | Male | Female | Male | Female | Male | Female |
| Black/African American | | | | | 7 | |
| Hispanic/Latino | | | 2 | | 120 | 3 |
| Asian or Pacific Islander | | | 1 | | | |
| American Indian | | | | | | |
| Filipino | | | | | | |
| White | 1 | | 3 | 1 | 4 | 3 |

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

| | Black/African American | Hispanic/ Latino | Asian or Pacific Islander | American Indian | Filipino | White |
|---|---|---|---|---|---|---|
| Men | % | % | % | % | % | % |
| Women | % | % | % | % | % | 100 % |

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

| Agency Name | Minority | Women | Disadvantaged | Disabled Veteran | Expiration Date |
|---|---|---|---|---|---|
| N/A | | | | | |
| | | | | | |

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

| Authorized Signature: | Title: | Date: |
|---|---|---|
| | Chief Executive Officer | September 1, 2006 |

**BOARD EXECUTE**

AGREEMENT FOR

STREET SWEEPING SERVICES FOR RD 119/519

THIS AGREEMENT, made and entered into this ____ day of _____, 2006, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY), and JOE'S SWEEPING, INC., d.b.a. NATIONWIDE ENVIRONMENTAL SERVICES, a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on September 5, 2006, hereby agrees to provide services as described in the attached specifications for Street Sweeping Services (2006-PA010) for Road District 119/519, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Project Location/Vicinity Map; and the CONTRACTOR'S Proposal, all attached hereto, and the Request for Proposals and Addenda to the Request for Proposals, all of which are incorporated herein by reference, and are agreed by the COUNTY and the CONTRACTOR to constitute an integral part of the Contract documents.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed $246,003 per year, or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's term shall be for a period of one year, commencing on December 1, 2006. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of three years. The COUNTY, acting through the Director, may give a written notice of intent to extend the final contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY.

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

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SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

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

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

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

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

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

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

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

THIRTEENTH: This Contract constitutes the entire AGREEMENT between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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

COUNTY OF LOS ANGELES

By_____
Mayor, Los Angeles County

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

JOE'S SWEEPING INC., d.b.a. NATIONWIDE ENVIRONMENTAL SERVICES

By _____
Its President

Never Samuelian/President
Type or Print Name

By _____
Its Secretary

Suzy Samuelian/Corporate Secretary
Type or Print Name

P:\aspub\CONTRACT\Scott\STREET SWEEPING 2006\2006\Agreement_RD119-519.doc

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles } ss.

On October 3, 2006 (Date), before me, Ani Kaprielian, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),
personally appeared Never Samuelian & Suzy Samuelian (Name(s) of Signer(s)),

☑ personally known to me
☐ proved to me on the basis of satisfactory evidence

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

ANI KAPRIELIAN
Commission # 1576489
Notary Public - California
Los Angeles County
My Comm. Expires May 6, 2009

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**
Title or Type of Document: Road Dist. 119/519 contract - L.A. County

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer**
Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 1997 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

# SCOPE OF WORK

## STREET SWEEPING SERVICES (2006-PA010)

A. Public Works Contract Manager

Public Works Contract Manager will be:

For City Terrace, Mr. Ricardo Gordillo of Road Maintenance Division's Road Maintenance District 4 - Hollydale, who may be contacted at (562) 869-1176, extension 229, e-mail address: rgordillo@ladpw.org, Monday through Thursday, and alternate Fridays, 7:30 a.m. to 4 p.m.

For Road District 119/519 and Rowland Heights, Mr. David Oboza of Road Maintenance Division's Road Maintenance District 1 – Baldwin Park, who may be contacted at (626) 337-1277, e-mail address: doboza@ladpw.org, Monday through Thursday, and alternate Fridays, 7:30 a.m. to 4 p.m.

The Contract Manager is the only person authorized by Public Works to request work of Contractor. From time to time, Public Works may change Contract Manager. Contractor will be notified in writing when there is a change in Contract Manager.

B. Work Location

Exhibits E.1, E.2, and E.3, Project Location/Vicinity Maps, provide a more detailed outline of each street sweeping area's limits.

C. Work Description

Contractor shall sweep and/or clean once a week all public streets, paved alleys, and curbed medians within the Project limits as shown in Exhibits E.1, E.2, and E.3, Project Location/Vicinity Maps. The word sweeping shall define an operation, and the method shall not be limited to the use of a power broom street sweeper. Unless otherwise stated, work shall be measured in either Curb Miles or Paved Alley Miles. A Curb Mile is defined as a swept path not less than five feet wide for a total length of 5,280 feet. A Paved Alley Mile is defined as a swept path not less than 20 feet wide for a total length of 5,280 feet.

Sweeping a street shall normally consist of a single pass at a maximum speed of not more than six miles per hour in Road District 119/519 and Rowland Heights and eight miles per hour in City Terrace on each side of the street adjacent and parallel to the curb face and shall include curb returns and cross gutters at intersecting streets. Where there is a raised median, sweeping shall also consist of a single swept path on each side of the median adjacent and parallel to the median curb face.

Sweeping an alley shall normally consist of single swept path on each side to the alley adjacent and to the right of the flow line or centerline of the alley at a maximum speed of not more than six miles per hour in Road District 119/519 and Rowland Heights and eight miles per hour in City Terrace.

Water shall be used while sweeping to minimize dust, if a power broom sweeper is used. In the event that the results of a sweeping operation are considered unsatisfactory by the Contract Manager, in accordance with this Exhibit's paragraph D, Standard of Performance, below, Contractor shall sweep or clean the unsatisfactory area again, at no cost to the County, within two calendar days without interruption of the regular sweeping schedule.

Curbed areas that cannot be swept with power sweeping equipment, such as, but not limited to, narrow cul-de-sacs, median noses, and portions of left-turn pockets shall be hand cleaned to comply with this Exhibit's paragraph D, Standard of Performance, below.

Contractor shall inform the Contract Manager of any problems or conditions which may be a public hazard or interfere with normal sweeping operations. These problems or conditions shall include, but not be limited to, fallen trees, obstructed roadways or alleys, low overhanging branches, abandoned vehicles, and large potholes. These problems or conditions shall be reported by Contractor to the Contract Manager as soon as the condition is identified. Dead animals shall be reported to Animal Control at (310) 523-9566.

D. Standard of Performance

The primary objective of street sweeping is to remove all leaves, paper, dirt, rocks, glass, bottles, cans, and other debris to ensure free flow of water in the gutter and to maintain streets in a state of cleanliness. The Contract Manager will make the final determination as to whether the work has been satisfactorily completed. If the work has not been satisfactorily completed, the Contract Manager may direct Contractor to resweep the unsatisfactorily swept area(s) not swept at all, if the area(s) can be reswept during the same business day. If the area(s) cannot be reswept during the same business day by Contractor, the Contract Manager may deduct payment to Contractor in accordance with this Exhibit's paragraph M, Inspection and Acceptance of the Work.

E. Disposal of Refuse and Debris

All debris and refuse collected from these operations shall become the property of Contractor. Contractor shall dispose of all refuse and debris collected during sweeping operations, at no additional cost to the County, by hauling to a legally established area for the disposal of solid waste. When storage of refuse and debris is necessary prior to disposal, Contractor shall locate and arrange for use of a temporary storage site off the road rights of way. Contractor will not be

allowed to use the rights of way or Public Works facilities as temporary storage sites.

F. Storage Facilities

The County will not provide storage facilities for Contractor.

G. Water

Contractor shall furnish all water necessary for sweeping operations in accordance with this Exhibit's paragraph D, Services to be Performed.

H. Rights of Way

Contractor shall conduct all of its activities and operations within the confines of public roadways. Contractor shall not allow its employees to use private property for any reason or to use water from such property without written permission from the owner. If, for any reason, Contractor elects to encroach upon other lands, Contractor shall first obtain written permission from the owner and provide evidence of such permission in writing to the Contract Manager prior to entering upon such lands. In performing any work or doing any activity on lands outside of public rights of way, Contractor shall comply with all applicable Federal, State, local laws, ordinances, and regulations.

Contractor shall indemnify and hold the County harmless from all claims for damages occasioned by such work or activity, whether done in compliance with this Exhibit and with permission or in violation of this Exhibit, without permission.

I. Authority of Board and Contract Manager

The Board has the final authority in all matters affecting the work. Within the scope of this Contract, the Contract Manager has the authority to enforce compliance with the Plans and Specifications. Contractor shall promptly comply with instructions from the Contract Manager or an authorized representative.

On all questions relating to quantities, the acceptability of equipment or work, the execution, progress or sequence of work, and the interpretation of the Specifications or the Plans, the decision of the Contract Manager will be final and binding and shall be precedent to any payment under this Contract unless otherwise ordered by the Board.

J. Best Management Practices

Best Management Practices (BMPs) shall be defined as any program, technology, process, sitting criteria, operating method, measure, or device which controls, prevents, removes, or reduces pollution. Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks,

Volume 3 Construction BMP Handbook and the County of Los Angeles Department of Public Works Best Management Practices Handbook for Construction Activities. These publications are available from:

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

Contractor shall have a readily accessible copy of each publication in the service area at all times. As a minimum, Contractor shall implement the following BMPs in conjunction with all its sweeping activities:

| NO. | MATERIAL MANAGEMENT |
|---|---|
| CD10 (2) | Material Delivery and Storage |
| CD11 (2) | Material Use |
| CD12 (2) | Spill Prevention and Control |

| NO. | WASTE MANAGEMENT |
|---|---|
| CD13 (2) | Solid Waste Management |
| CD14 (2) | Hazardous Waste Management |
| CD15 (2) | Contaminated Soil Management |
| CD16 (2) | Concrete Waste Management |

| NO. | VEHICLE AND EQUIPMENT MANAGEMENT |
|---|---|
| CD18(2) | Vehicle and Equipment Cleaning |
| CD19(2) | Vehicle and Equipment Fueling |
| CD20(2) | Vehicle and Equipment Maintenance |

(Following not required for City Terrace)

| NO. | TRAINING |
|---|---|
| CD40 | Employee/Subcontractor Training |

| NO. | PHYSICAL STABILIZATION |
|---|---|
| CD26A(2) | Soil Stabilizer/Dust Control |

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

BMP for Contractor activities shall be continually implemented throughout the year. BMP for erosion control and sedimentation shall be implemented during the period from October 15 to April 15 and whenever the National Weather Service predicts rain within 24 hours. BMP for erosion control and sedimentation shall also be implemented prior to the commencement of any contractor activity or operation which may produce runoff and whenever runoff from other sources may occur.

The County, as a permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. Full compensation for the implementation of BMPs shall be considered as included in the Total Annual Proposed Price shown in Form PW-2, Schedule of Prices. Should Contractor fail to comply with any BMP, the County will suffer damages, including, but not limited to, having to bear the risk of delay and disruption of its street sweeping program. The amount of such damages is and will continue to be extremely difficult and impracticable to ascertain. Execution of this Contract shall constitute agreement by the County and Contractor that $1,000 per day is the minimum value of the cost and actual damage caused by Contractor's failure to fully implement any BMP, that such sum is liquidated damages and shall not be construed as a penalty and that such sums may be deducted from payments due to Contractor if such failure occurs. However, such liquidated damages do not include losses resulting from the imposition of fines and penalties and other enforcement actions by administrative agencies. The County may assess Contractor, as liquidated damages, $1,000 for each calendar day that Contractor has not fully implemented one or more of the BMPs specified for this Contract and/or is otherwise in noncompliance with these provisions. In addition, Contractor shall defend, indemnify, and hold harmless the County and its officers, employees, and agents from any fine, penalty, or enforcement action (including attorney fees, legal costs, and staff costs) imposed or brought by any person or entity on account of Contractor's alleged lack of compliance with these provisions or nonimplementation of the specified BMPs. The County may deduct, from the payment due Contractor, amounts necessary to cover such fines and costs.

K. Work Schedule

Streets covered by this Contract shall be swept on an alternate day sweeping schedule. An alternate day schedule requires the Contractor to sweep the two sides of a street on two separate and consecutive days. For example, a curbed street may have one side swept on Mondays and the other side swept on Tuesdays. If one side of a street is swept on Fridays, the other side shall be swept on Mondays.

**(The following requirement will be for Rowland Heights and Road District 119/519 only, as City Terrace is currently on an alternate day schedule.)** After receiving notification that the Contractor has been awarded this Contract,

Contractor shall have 30 days to provide a finalized and working alternate day sweeping schedule to the Contract Manager. The complete schedule of weekly sweeping shall be submitted to the Contract Manager for approval prior to any work being done under this Contract. The schedule shall include the Curb Miles and Paved Alley Miles of streets, alleys, and medians to be swept daily as well as the daily starting time. There is no separate bid item for creating this schedule.

Also, a route map shall be submitted as part of the schedule, showing streets, alleys, and medians to be swept each day by the Contractor. Contractor shall indicate the daily sweeping route on the maps in an appropriate and understandable manner that is acceptable to the Contract Manager. Changes in the schedule for the convenience of Contractor will require approval by the Contract Manager prior to being included in the weekly work. The County reserves the right to require Contractor to sweep specific areas on specified days and at specified times of the day. The following guidelines shall be applicable:

1. Sweeping of streets that have posted parking restrictions specified for street sweeping shall only be swept during the posted day and hours.

2. Areas shall not be swept on the same day trash pickup is scheduled. Whenever feasible, sweeping shall be scheduled the day after trash pickup. Contractor shall be responsible for determining when trash pickups are scheduled.

3. Streets adjacent to schools and commercial developments shall be swept prior to 7 a.m. or such time as daily public activities start.

4. Streets adjacent to apartments, condominiums, or other areas where all night on street parking is prevalent shall be swept after 8 a.m.

5. Major highways shall not be swept during peak traffic hours.

6. Residential areas shall not be swept prior to 7 a.m. or after 3:30 p.m.

7. Street sweeping shall be scheduled such that both sides of a street are not swept in the same day, unless the Contract Manager directs otherwise.

L. <u>Prosecution of Work</u>

To minimize public inconvenience, Contractor shall diligently prosecute the work in the manner and at the times specified in this Exhibit A, Scope of Work, and shall at all times comply with the approved sweeping schedule. If, as determined by the Contract Manager, Contractor fails to prosecute the work to the extent that the public may be inconvenienced, Contractor shall, upon orders from the

Contract Manager, immediately resume diligent prosecution of the work. All cost of prosecuting the work as described herein shall be included in Contractor's Total Annual Proposed Price.

Should Contractor continue to fail to prosecute the work diligently after orders of the Contract Manager to do so, the Contract Manager may suspend the work in whole or in part until such time as the Contract Manager, in his or her sole discretion, determines that Contractor will resume diligent prosecution of the work. All expenses and losses incurred by Contractor as a result of such suspensions shall be borne by Contractor.

M. Inspection and Acceptance of the Work

Contractor shall implement a Contract Quality Control Plan as required under this Exhibit's paragraph U, Quality Control. Contractor shall routinely inspect the work to ensure compliance with the Plans and Specifications, approved schedules, and Contractor quality standards.

The Contract Manager may inspect the work to assure that the quality of street sweeping services is in compliance with Terms and Conditions of this Contract. The Contract Manager may inspect by sampling the quality of the work at up to 20 random locations immediately after they are scheduled to be swept.

A location is generally defined as an alley and/or side of any street between two adjacent streets, a cul-de-sac, and/or a dead-end street. A five percent deduction of payment for that day's sweeping mileage shall be assessed for each and every location that is not swept in accordance with these Specifications and Plans. Photos and documentation for all deficient locations will be provided to Contractor on the working day following the inspection for all deficient locations.

The Contract Manager will use the following general guidelines to determine if the street was swept properly:

1. No debris shall be in or on the street or gutter within eight feet of the curb face. Debris includes, but is not limited to, trash, grass, leaves, soil, bottles, broken glass, rocks, and other refuse.

2. A trail of debris shall not be left along the street or gutter.

3. An inordinate amount of debris, which would indicate that the location had not been swept properly.

N. Suspension of Work

The work may be suspended in whole or in part when determined by the Contract Manager that the suspension is necessary in the interest of the County. Contractor shall comply immediately with any written order of the

Contract Manager suspending work. Such suspension shall be without liability to Contractor on the part of the County except as otherwise specified in this Exhibit's paragraph W, Additional Sweeping.

O. Noncompliance with Plans and Specifications

Failure of Contractor to comply with any requirement of these Specifications and Plans, and to immediately remedy any such noncompliance upon notice from the Contract Manager, may result in suspension of this Contract's monthly payments. Any monthly payments so suspended shall remain in suspension until Contractor's operations are brought into compliance to the satisfaction of the Contract Manager. No additional compensation will be allowed as a result of suspension of the monthly payments due to noncompliance with these Specifications and Plans.

P. Contractor's Equipment Compliance with Laws and Regulations

1. Contractor shall fully comply with all applicable laws and regulations, including, but not limited to, all Air Quality Management District (AQMD) regulations. In particular, Contractor's equipment shall at all times be in full compliance with AQMD Rules 1186 and 1186.1 pertaining to street sweepers.

2. The street sweepers specified on the equipment list provided to Public Works and no others shall be used in the Contract work unless notice is given to Public Works and the substitution is approved by Public Works. The Contract Manager or a designee may inspect Contractor's vehicles employed in the Contract work at any time without notice.

3. In the event of mechanical breakdown of an alternate-fuel street sweeper, Contractor shall comply with AQMD Rule 430 in a timely fashion and shall make a timely application for an emergency permit under Rule 430 in order to ensure uninterrupted performance of this Contract. Contractor shall immediately provide to Public Works notice of any telephonic report and a copy of any written report or action plan presented to AQMD pursuant to Rule 430.

4. Contractor shall furnish and maintain in good and safe condition all equipment required for the proper execution of this Contract. The Contract Manager may reject any vehicle or piece of equipment not meeting these safety, maintenance, or regulatory requirements. For the sweeping of curbed highways and streets, Contractor's equipment shall clean the streets as specified in this Exhibit's paragraph D, Standard of Performance.

5. Contractor shall provide sweeping equipment and disposal trucks, which shall be properly maintained both mechanically and in appearance. Contractor shall provide back-up sweeping equipment adequate to ensure completion of scheduled work in the event of equipment breakdown, an area requires resweeping, or to provide any additional resweeping directed by the Contract Manager. All equipment shall be clearly marked with Contractor's name and vehicle number. Contractor's telephone number shall be prominently displayed on all equipment for purposes of identification.

6. The sweeper operator shall be furnished with a cellular phone or equivalent communication device that will allow the Contract Manager to make contact with the sweeper operator during sweeping operations. Contractor shall provide the Contract Manager with the information necessary to maintain contact with the sweeper operator during sweeping operations. The communication device shall be on and operating during sweeping operations.

Q. Global Positioning System

1. Primary and back-up sweepers shall be equipped with a Global Positioning System (GPS) capable of reporting real time data.

2. The GPS shall be Internet based (direct internet connection) or require additional software to access the GPS provider's data. If Internet based, Contractor shall provide Public Works with two accounts to access the GPS provider's Internet site. If additional software is required, Contractor shall provide software for installation on two Public Works computers.

3. The accounts shall be set up so that only Public Works and Contractor can view Public Works data.

4. Contractor shall pay for all costs related to the GPS, including hardware, software, activation fees, technical support, and monthly service charge fees.

5. The GPS shall be capable of gathering the following real time data: speed, direction, location (address), distance traveled, ignition on/off, brooms up/down, and water sprayer on/off.

6. The GPS shall be capable of tracking a sweeper's path with lines or dots superimposed on a map.

7. The minimum locate schedule (frequency of occurrence that GPS data is received from the sweeper) shall be every one minute when brooms are down.

8. The minimum locate schedule shall be every 15 minutes when brooms are up.

9. The GPS shall generate an email alert when the following events occur:

   a. Sweeper exceeds 6 mph (8 mph for City Terrace) and brooms are down.

   b. One hour or more of nonmovement during weekdays, 6 a.m. to 4 p.m.

10. The GPS shall be capable of generating daily reports of sweeper activity that includes the following information: date, time, address, speed, direction, location (address), distance traveled, ignition on/off, brooms up/down, and water on/off.

11. Authorized Public Works employees can generate and print reports at any time.

12. All reports shall have the capability to be downloaded in other formats such as Excel or Word.

13. Data shall be available for immediate downloading for a minimum of three months. After three months, data shall be backed up and be made available at Public Work's request.

14. Contractor's reference vendors for GPS:

| | |
|---|---|
| GPS North America<br>P.O. Box 637<br>Holland, PA 18966<br>Contact: Mr. Tod Lewis<br>Telephone: (888) 760-4477<br>E-mail: www.gpsnorthamerica.com | TELETRAC, Inc.<br>7391 Lincoln Way<br>Garden Grove, CA 92841<br>Contact: Mr. Carlos Reyes<br>Telephone: (800) 487-4357<br>E-mail: www.teletrac.net |

R. Reports

In addition to other data filed with the County by Contractor, Contractor shall, on the second working day of each week, file a report with the Contract Manager enumerating the following information for the previous week:

1. Curb Miles and Paved Alley Miles swept each day.

2. Scheduled Curb Miles and Paved Alley Miles swept and areas missed.

3. When missed areas were swept.

4. Number of complaints received each day.

5. Reasons scheduled sweeping was not performed or completed as scheduled.

6. Waste tonnage summary and copies of waste disposal receipts.

S. Measurement

The basis of measurement and payment shall be by the Curb Mile for curbed streets and the Paved Alley Mile for paved alleys. On streets and highways, Curb Miles shall be measured toward the center of the rights of way from and parallel to the curb face. Measurement of medians will be continual and no deduction will be made for left-turn pockets or intersecting streets.

Additional sweeping of streets, as defined in this Exhibit's paragraph W, Additional Sweeping, that require the total width of the street to be swept shall be measured on the basis of width of street in feet divided by five to determine Curb Miles per mile of length.

T. Contractor's Representative

Before starting the work, Contractor shall designate, in writing, a representative who shall have complete authority to act for it. An alternate representative may be designated. Any order or communication given to this representative shall be deemed delivered to Contractor. A joint venture or partnership shall designate only one representative and alternate. In the absence of Contractor or its designated representative, necessary or desirable directions or instruction may be given by the Contract Manager to the superintendent or person having charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to Contractor or its representative.

In order to communicate with the County, Contractor's representative, superintendent, or person having charge of specific work shall be able to speak, read, and write the English language.

U. Quality Control

Contractor shall be responsible for implementing procedures for ensuring that street sweeping services are provided in strict compliance with the Plans, Specifications, and approved schedule of services.

Contractor shall designate in writing a Quality Control representative and an alternate Quality Control representative who are responsible for implementing, monitoring, controlling, and reporting on the quality of work.

It is recommended that Contractor's Quality Control representatives be separate and distinct from Contractor's project manager or general superintendent, and the Contractor's Quality Control procedures establish a separate system for recording, reporting, and resolving quality control issues.

Within ten days of contract award, Contractor shall submit to the County a Contract Quality Control Plan for review and approval by the Contract Manager. This plan will include, as a minimum, the names and telephone numbers of Contractor's Quality Control representatives, a description of the roles and responsibilities for quality control, the system for monitoring, reporting on, resolving quality control issues, and checklists or other documentation in support of Contractor's Quality Control function.

V. Plans and Specifications

Included as part of this Contract are Plan sheets (Exhibits E.1, E.2, and E.3) showing the locations of streets and alleys included in this service area.

The Plans, these Specifications, and other contract documents shall govern the work. These Contract documents are intended to be complementary and cooperative and to describe and provide for a complete service. Anything in the Specifications and not on the Plans, or on the Plans and not in the Specifications, shall be as though shown or mentioned in both.

While it is believed that much of the information pertaining to conditions, which may affect the cost of the work will be shown on the Plans or indicated in the Specifications, the County does not warrant the completeness or accuracy of such information. Contractor shall ascertain the existence of any conditions affecting the cost of the work, which would have been disclosed by reasonable examination of the site. Contractor shall, upon discovering any error or omission in the Plans or Specifications, immediately call it to the attention of the Contract Manager.

W. Additional Sweeping

Contractor shall provide additional sweeping of any street(s) and alley(s) within the area shown on the Plans at any time when ordered by the Contract Manager. Contractor will be compensated for each additional sweeping at the Contract's Unit Price per Curb Mile or Paved Alley Mile, as appropriate. The method of payment will be determined by the Contract Manager.

The need for additional sweeping may be because of storm, fire, flood, parade, public gathering, riot, or other natural or unanticipated occurrence affecting the cleanliness of the streets. The additional sweeping may be in lieu of or in addition to the regularly scheduled sweeping as ordered by the Contract Manager.

Additional sweeping will normally be confined to sweeping the curb lane. However, if additional sweeping requires the total width of the street(s) to be swept, then compensation will be at the Contract's Unit Price per Curb Mile as defined in this Exhibit's paragraph R, Measurement. All sweeping shall be done

with sufficient passes to achieve the results described in this Exhibit's paragraph D, Standard of Performance.

Compensation for extra sweeping will be for a minimum of 16 Curb Miles with no allowance for travel time under one of the following circumstances: a) the sweeper shall return to the area after having left when regular sweeping was completed; b) the extra sweeping is on a day when no regular sweeping is scheduled; or c) an additional sweeper must be brought to the area.

Notwithstanding the above, the County has the option on additional sweeps to compensate Contractor on an hourly basis where it is difficult to determine Curb Miles swept in a nonroutine manner. In these cases, the hourly rate paid by the County to Contractor shall be equal to four times the Contract's Unit Price per Curb Mile. Minimum payment will be equivalent to payment for 16 Curb Miles.

X. Changes Resulting from Schedule Disruption

During this Contract period, Contractor shall sweep the designated public streets and alleys at least once each week, including all curbed medians, in accordance with a schedule to be approved by the Contract Manager. When, in the opinion of the Contract Manager, inclement weather prevents adherence to the regular sweeping schedule for two days or less in a given week, the Contract Manager may require the sweeping areas so affected to be swept prior to the next sweeping schedule.

Any such required sweeping made necessary by inclement weather shall meet the requirements of this Exhibit's paragraph D, Standard of Performance, and shall be performed by Contractor at the Contract's Unit Price per Curb Mile and will not be considered additional sweeping as defined in this Exhibit's paragraph W, Additional Sweeping.

When any holiday or observance as specified in the Government Code of the State of California occurs on a regular scheduled sweeping day, and said sweeping area is not swept in observance of said holiday, the subject sweeping area shall when ordered by the Contract Manager be swept within two working days of the regularly scheduled sweeping day without interruption of the regular sweeping schedule. Any such requested sweeping shall meet the requirements of this Exhibit's paragraph D, Standard of Performance, and shall be performed by Contractor at the Contract Unit Price per Curb Mile and shall not be considered additional sweeping.

In the event Contractor is prevented from completing the sweeping as provided in the approved schedule because of reasons other than inclement weather or holidays, Contractor shall be required to complete the deferred sweeping services within two calendar days without interruption in the regular sweeping schedule.

Y. Changes Resulting from Added or Deleted Streets

It is the intent of this Contract to provide for the weekly sweeping of all curbed streets (including curbed medians) and paved alleys within the unincorporated area shown on the Plans (Exhibits E.1, E.2, and E.3). As streets and alleys are improved, they will be added to the weekly sweeping schedule. Compensation to Contractor will be based on the Curb Miles added multiplied by the Contract's appropriate Unit Price.

Streets and alleys initially included in the schedule that are vacated by order of the Board will be deleted from the weekly schedule and the affected Curb Mileage deducted from this Contract's quantities.

Additions and/or deletions of Curb Mileage may affect the approved schedule and appropriate adjustments will be allowed subject to approval by the Contract Manager.

Z. City Incorporation

In the event any areas to be swept under this Contract attain incorporation as a City, Contractor shall continue to sweep the streets and alleys shown on the contract plans at the Contract's Unit Price per Curb Mile until the termination date of this Contract or as directed by the County. The County may direct Contractor to delete streets within the incorporated area from its weekly sweeping schedule prior to the expiration date of this Contract. The Curb Mileage of the streets and alleys within the incorporated area that are deleted from Contractor's weekly sweeping schedule will be deducted from the Contract quantities. The County may, at the request of Contractor, review this Contract if the incorporation severely affects Contractor's weekly sweeping schedule.

AA. Changed Conditions

Contractor shall notify the Contract Manager in writing of any changed conditions promptly upon their discovery. The Contract Manager will promptly investigate conditions which appear to be changed conditions. If the Contract Manager determines that the conditions are changed conditions and they will materially increase or decrease the costs of any portion of the work, a Change Order will be issued adjusting the compensation for such portion of the work. The compensation will be based on the appropriate Unit Price reflected in Form PW-2, Schedule of Prices.

If the Contract Manager determines that the conditions of which it has been notified by Contractor do not justify an adjustment in compensation, Contractor will be notified in writing.

BB. Communications and Public Relations

Contractor shall provide a telephone answering service, toll free to residents of the area to be swept under this Contract and the County Road Maintenance Division District office responsible for the area, from 7:30 a.m. to 4:30 p.m., Monday through Friday, except on legal holidays. The answering service shall have the capability of contacting sweepers by radio or paging equipment for the purpose of relaying instructions from the Contract Manager and to receive citizen complaints.

The telephone number shall be listed in the telephone directory for the area and shall be listed by Contractor's commonly known name. All public complaints concerning street sweeping shall be investigated by Contractor. Complaints brought to Contractor's attention prior to 3 p.m. shall be investigated that day. Those brought to Contractor's attention after 3 p.m. shall be investigated before noon of the following day.

A complaint form shall be filled out for each complaint referred to or received by Contractor. The form, which must be approved by the Contract Manager, shall be filed with the County on the first working day following the day the complaint was received. Contractor shall report what actions were necessary to resolve each complaint.

CC. Special Safety Requirements

All Contractor operators shall be expected to observe all applicable Cal/OSHA and Public Works safety requirements while performing this requested work. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.

DD. Project Site Safety

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

EE. Project Safety Official

Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with Contractor's Injury and Illness Prevention Program and Code of Safe Practices. Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by Contractor to provide the required Project Safety Official shall be grounds for the County to

direct the cessation of all work activities and operations at no cost to the County until such time as Contractor is in compliance.

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# SERVICE CONTRACT GENERAL REQUIREMENTS

## SECTION 1

## INTERPRETATION OF CONTRACT

A. Headings

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

B. Definitions

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

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

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract shall include the Specifications, together with any special provisions thereof. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

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

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

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

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

District. Los Angeles County Flood Control District.

Proposal. The written instrument which a Contractor submitted in conformance with the solicitation document (Request for Proposals).

Proposer. Any individual, firm, or corporation submitting a priced Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals or Request for Quotation.

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

Subcontract. An agreement to employ a Subcontractor; to employ or agree to employ a Subcontractor.

Subcontractor. Persons, companies, corporations, or other entities furnishing supplies, services of any nature, equipment, or materials to the Contractor, at any tier under oral or written agreement.

C. Ambiguities or Discrepancies

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

# SECTION 2

## STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Assurance of Compliance with Civil Rights Laws

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

B. Conflict of Interest

1. The Contractor represents and warrants that no County employee whose position in the County enables him/her to influence the award of this Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein or does or shall have any direct or indirect financial interest in this Contract.

2. The Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. The Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

C. Consideration of Hiring County Employees Targeted for Layoffs

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

D. Consideration of Hiring GAIN/GROW Employees

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose,

consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by category to the Contractor.

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

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

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

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

G. County Lobbyists

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

H. Nondiscrimination in Employment

1. The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State antidiscrimination laws and regulations.

2. The Contractor shall certify to, and comply with, the provisions of the Contractor's EEO Certification (Form PW-7).

3. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

4. The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

5. The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from, participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project program, or activity supported by this Contact.

6. The Contractor shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this Section when so requested by the County.

7. If the County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission

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

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

I. County's Quality Assurance Plan

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

J. Notice to Employees Regarding the Federal Earned Income Credit

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

K. Recycled-Content Paper Products

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

L. Publicity

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

   a. The Contractor shall develop all publicity material in a professional manner.

b. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions, or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.

c. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded a Contract to provide these services, provided that the requirements of this Article shall apply.

M. Termination for Improper Consideration

1. County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against the Contractor as it could pursue in the event of default by the Contractor.

2. The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861. Such fraud may also be reported via e-mail to fraud@auditor.co.la.ca.us and by mail to Los Angeles County Fraud Hotline, 1000 South Fremont Avenue, Unit 51, Alhambra, California 91803-4737.

3. Among other items, such improper consideration may take the form of cash; discounts; services; or the provision of travel, entertainment, or tangible gifts.

N. Warranty Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial

or selling agencies maintained by the Contractor for the purpose of securing business.

2. For breach or violation of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from this Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

O. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, directives, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.

2. Contractor shall indemnify and hold the County harmless from and against any and all liability costs, damages, expenses, including, but not limited to, defense costs and attorney's fees arising from any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, directives, or ordinances.

P. Legal Status of Contractor's Personnel at Facility

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

Q. No Payment for Services Following Expiration or Termination of Contract

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

Contractor. This provision shall survive the expiration or other termination of this Contract.

R. Limitation of the County's Obligation Due to Non-appropriation of Funds

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.

2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3. In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or work shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such nonallocation at the earliest possible date.

S. Gratuitous Work

The Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with Exhibit B, Section 2.CC, Changes and Amendments of Terms, such work shall be deemed to be a gratuitous effort by the Contractor, and the Contractor shall have no claim, therefore, against the County.

T. Assignment by Contractor

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which the Contractor may have against the County.

2. Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of this Contract, which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default of the Contractor.

U. Subcontracting

1. No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the Director, at the Director's sole and absolute discretion. Any attempt by the Contractor to subcontract any performance of the terms of this Contract without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.

2. In the event the County should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.

3. In the event the County should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

4. Any third-party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.

5. No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. The Contractor shall, at all times, be personally responsible for the performance of this Contract.

V. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

W. Notice of Delay

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay

the timely performance of this Contract, that party shall, within one day, give notice thereof, including all relevant information with respect thereto, to the other party.

X. Record Retention and Inspection/Audit Settlement

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

1. In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

2. Failure on the part of the Contractor to comply with any of the provisions of this paragraph X shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds

that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in its sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subsection X.4 relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, other time and employment records, and proprietary data and information shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in the County, provided that if any such materials and information is located outside the County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

Y. Validity

If any portion, provision, or part of this Contract is held, determined or adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Contract, and (to the extent allowed by law) shall not affect the validity or enforceability of such remaining portions, provisions, or parts.

Z. Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach of such provision. Failure of the County to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

AA. Default and Termination

1. Default

a. The County may, subject to the provisions of subsection c (pertaining to defaults of subcontractors) below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:

i. If the Contractor has materially breached this Contract; or

ii. If the Contractor fails to perform the work within the time specified herein or any extension thereof; or

iii. If the Contractor fails to perform any of the other provisions of this Contract or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of five working days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.

b. In the event the County terminates this Contract in whole or in part pursuant to this subsection, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar goods and services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

c. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight

embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

d. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause or the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to this Exhibit's Section 2.AA.3, Termination for Convenience.

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

f. As used herein, the terms "subcontractor" and "subcontractors" mean persons, companies, corporations, or other organizations furnishings supplies, services of any nature, equipment, or materials to Contractor, at any tier, under oral or written agreement.

2. Default for Insolvency

The County may terminated this Contract forthwith for default in the event of the occurrence of any of the following:

a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.

b. The filing of a voluntary petition to have the Contractor declared bankrupt.

c. The appointment of a Receiver or Trustee for the Contractor.

d. The execution by the Contractor of an assignment for the benefits of creditors.

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

3. Termination for Convenience

It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County shall be the sole judge; however, and notwithstanding:

a. The County may at any time terminate this Contract, or any portion thereof, without liability (except as hereinafter provided) by delivering to the Contractor written notice specifying the desired termination date at least 30 days in advance thereof.

b. If this Contract is terminated, the Contractor shall, within 30 days of the Notice of Termination, complete those items of work which are in various stages of completion, which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by the Contractor under this Contract shall be delivered to the County upon request and shall become the property of the County.

4. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Requirements

Failure of the Contractor to maintain compliance with the requirements set forth in this Exhibit's Section 2.F, "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 calendar days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board may terminate this Contract pursuant to Paragraph AA.1 "Default," of this Section 2, and debar the Contractor pursuant to County Code Chapter 2.202.

BB. Notification

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

Chief Deputy Director
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

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

CC. Changes and Amendments of Terms

The County reserves the right to change any portion of the work required under this Contract, or amend such terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

1. For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.

2. For any revision which materially affects the Scope of Work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor or if delegated by the Board, the Director and the Contractor.

3. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time provided; however, the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.

4. The Board or the County's Chief Administrative Officer may require the addition and/or change of certain contract terms and conditions during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the Board or the Chief Administrative Officer. To implement such changes, an amendment or change order will be prepared by Public Works for execution by the Contractor and the Director.

DD. Confidentiality

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, State, and County laws, regulations, ordinances, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder ~~of the~~ confidentiality provisions of this Contract.

EE. Contractor's Charitable Activities Compliance

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

FF. Budget Reduction

The County reserves the right to renegotiate the terms of this Contract to reduce the Contractor's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Contract as provided herein.

## SECTION 3

## GENERAL CONDITIONS OF CONTRACT WORK

A. Labor

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

B. Public Convenience

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

C. Cooperation

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

D. Care and Protection of Facilities

The Contractor shall recognize that any damage to Public Works facilities from Contractor negligence shall, to Public Works' satisfaction, be repaired at the Contractor's expense. The Contractor shall be responsible for the security of any and all of Public Works facilities in its care. The Contractor shall provide protection against vandalism, accidental, or malicious damage, both during working and nonworking hours.

E. Equipment, Labor, Supervision, and Materials

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

F. Permits/Licenses

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

G. Quality of Work

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

H. Quantities of Work

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

I. Cooperation and Collateral Work

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

J. Authority of Public Works and Inspection

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

K. Safety Requirements

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

L. Public Safety

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

M. Work Area Controls

The Contractor shall comply with all applicable laws and regulations. The Contractor shall maintain work area in a neat, orderly, clean, and safe manner. The Contractor shall avoid spreading out equipment excessively. Location and

layout of all equipment and materials at each jobsite will be subject to the Director's approval.

N. Transportation

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

O. Storage of Material and Equipment

The Contractor shall not store material or equipment at the jobsite, except as might be specifically outlined in other sections. Public Works will not be liable or responsible for any damage, by whatever means, or for the theft of the Contractor's material or equipment from any jobsite.

P. Jobsite Safety

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

Q. Labor Law Compliance

The Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor. The Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

R. Overtime

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

S. Prohibition Against Use of Child Labor

1. The Contractor shall:

   a. Not knowingly sell or supply to the County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;

b. Upon request by the County, provide the country/countries of origin of any products, goods, supplies, or other personal property the Contractor sells or supplies to the County;

c. Upon request by the County, provide to the County the manufacturer's certification of compliance with all international child labor conventions; and

d. Should the County discover that any products, goods, supplies, or other personal property sold or supplied by the Contractor to the County are produced in violation of any international child labor conventions, the Contractor shall immediately provide an alternative, compliant source of supply.

2. Failure by the Contractor to comply with provisions of this clause will be grounds for immediate cancellation of this Contract.

# SECTION 4

# INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between the County and the Contractor.

The Contractor understands and agrees that all persons furnishing services to the County pursuant to this Contract are, for all purposes, including, but not limited to, Workers' Compensation liability, employees solely of the Contractor and not of the County.

The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of the Contractor pursuant to this Contract.

B. Indemnification

The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract, including, but not limited to, claims or damages for property damage, personal injury, death, claims, or damages under the Comprehensive Environmental Response, Compensation, and Liability Act, the California Health & Safety Code or pursuant to any Federal, State, or local environmental law, regulation or mandate, administrative or judicial. The Contractor shall not be obligated to indemnify the County for the active negligence of the County.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Section 4, Paragraph B (above), and to the extent allowed by law, the Contractor agrees to defend, indemnify and hold harmless the County, its Special Districts, officers, employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of the Contractor, its subcontractors or the County, attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify the County, and hold harmless includes all investigations and

proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. The Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of the County. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by the Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:

   a. Specifically identify this Contract.

   b. Clearly evidence all coverage required in this Contract.

   c. Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.

   d. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its Special Districts, officials, officers, and employees as insureds for all activities arising from this Contract.

   e. Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to the County or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3. Insurer Financial Rating - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.

4. Failure to Maintain Coverage - Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend the Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

5. Notification of Incidents, Claims, or Suits - The Contractor shall report to the County's Contract Manager:

   a. Any accident or incident relating to work performed under the Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.

   b. Any third-party claim or lawsuit filed against the Contractor arising from or related to work performed by the Contractor under this Contract.

   c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."

   d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to the Contractor under the terms of this Contract.

E. <u>Compensation for County Costs</u>

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

F. <u>Insurance Coverage Requirements for Subcontractors</u>

The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor; or

2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following (can be met by a combination of primary and excess insurance coverage):

| | | |
|---|---|---|
| a. | General Aggregate: | $2 million |
| b. | Products/Completed Operations Aggregate: | $1 million |
| c. | Personal and Advertising Injury: | $1 million |
| d. | Each Occurrence: | $1 million |

2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage).

3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other State for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the Contractor is responsible.

4. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

| | | |
|---|---|---|
| a. | Each Accident: | $1 million |
| b. | Disease - policy limit: | $1 million |
| c. | Disease - each employee: | $1 million |

5. As a condition precedent to its performance pursuant to this Contract, the Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the

Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

## SECTION 5

## CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

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

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

D. If there is evidence that the Contractor may be subject to debarment, Public Works will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have

the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

I. These terms shall also apply to subcontractors of the Contractor.

## SECTION 6

## CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

A. Contract Subject to Jury Service Program

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

B. Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employee deposit any fees received for such jury service with the Contractor or that the Contractor deducts from the employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity, which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when this Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an

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

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

## SECTION 7

## LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

A. This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

B. The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

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

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

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

E. The above penalties shall also apply if the Contractor is no longer eligible for certification as a result of a change of its status and the Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

## SECTION 8

## SAFELY SURRENDERED BABY LAW PROGRAM

A. Notice to Employees Regarding the Safely Surrendered Baby Law

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

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

# SECTION 9

## COMPLIANCE WITH LIVING WAGE PROGRAM

A. Living Wage Program

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

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "employer" as defined under the Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), Contractor shall pay its employees no less than the applicable hourly living wage rate, as set forth immediately below, for the employees' services provided to the County, including, without limitation, "travel time" as defined below in subsection 5 of this Section 9.B under this Contract:

   a. Not less than $9.46 per hour if, in addition to the per-hour wage, Contractor contributes less than $1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents; or

   b. Not less than $8.32 per hour if, in addition to the per-hour wage, Contractor contributes at least $1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents. Contractor will be deemed to have contributed $1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than $1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its employees the higher hourly living wage rate.

2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for the County under this Contract. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Living Wage Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which

are provided to the County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.

4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "employer", or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by the County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.

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

C. <u>Contractor's Submittal of Certified Monitoring Reports</u>

1. Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list

all of Contractor's employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each employee. All certified monitoring reports shall be submitted on forms provided by the County, or any other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

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

During the term of this Contract, if the Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including, but not limited to, any violation or claim pertaining to wages, hours, and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operation in California.

E. County Auditing of Contractor Records

1. Upon a minimum of 24 hours' written notice, the County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports.

2. Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under this Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's employees are working. Contractor shall also distribute County-provided notices to each of its employees at

least once per year. Contractor shall translate into Spanish and any other language spoken by a significant number of employees the posters and handouts.

G. Enforcement and Remedies

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

2. Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to the County after the date it is due, or if the report submitted does not contain all of the required information, is inaccurate, or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

   a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

   b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time. The liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages in the amount of $100 per monitoring report for each day until the County has been provided with a properly prepared, complete, and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

   c. Termination: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

3. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

   a. Withholding Payment: If Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

   b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time. The liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages of $50 per employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

   c. Termination: Contractor's failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

4. Debarment: In the event Contractor breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

H. <u>Use of Full-Time Employees</u>

Contractor shall assign and use full-time employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing

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

I. Contractor Retaliation Prohibited

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

J. Contractor Standards

During the term of the Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by the County, Contractor shall demonstrate to the satisfaction of the County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

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

**EXHIBIT C**

Department of the Treasury
**Internal Revenue Service**
**Notice 1015**

(Rev. December 2005)

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

### What Is the EIC?
The EIC is a refundable tax credit for certain workers.

### Which Employees Must I Notify About the EIC?
You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.
**Note:** *You are encouraged to notify each employee whose wages for 2005 are less than $37,263 that he or she may be eligible for the EIC.*

### How and When Must I Notify My Employees?
You must give the employee one of the following:
- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2006.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at **www.irs.gov**.

### How Will My Employees Know If They Can Claim the EIC?
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2005 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

### How Do My Employees Claim the EIC?
Eligible employees claim the EIC on their 2005 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2005 and owes no tax but is eligible for a credit of $799, he or she must file a 2005 tax return to get the $799 refund.

### How Do My Employees Get Advance EIC Payments?
Eligible employees who expect to have a qualifying child for 2006 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.



Cat. No. 20599I

EXHIBIT D.1

# No shame.

# No blame.

# No names.

**Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.**

**In Los Angeles County:**
**1-877-BABY SAFE**
**1-877-222-9723**
**www.babysafela.org**

**State of California**
Gray Davis, Governor

**Health and Human Services Agency**
Grantland Johnson, Secretary

**Department of Social Services**
Rita Saenz, Director

**Los Angeles County Board of Supervisors**
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

## How does it work?

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

## What if a parent wants the baby back?

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

## Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

## Does the parent have to call before bringing in the baby?

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

## Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

## What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

## What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

## A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

*It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.*

EXHIBIT D.3

# Sin pena.
# Sin culpa.
# Sin peligro.

**Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.**

## En el Condado de Los Angeles:
## 1-877-BABY SAFE
## 1-877-222-9723
## www.babysafela.org

**Estado de California**
Gray Davis, Gobernador

**Agencia de Salud y Servicios Humanos**
*(Health and Human Services Agency)*
Grantland Johnson, Secretario

**Departamento de Servicios Sociales**
*(Department of Social Services)*
Rita Saenz, Directora

**Consejo de Supervisores del Condado de Los Angeles**
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa tambien esta apoyada por First 5 LA y INFO LINE de Los Angeles.

## ¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

## ¿Cómo funciona?

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

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

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

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

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

## ¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

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

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

## ¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

## ¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

## ¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

## Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.**

*Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.*

EXHIBIT E.1

# LOS ANGELES COUNTY
# DEPARTMENT OF PUBLIC WORKS

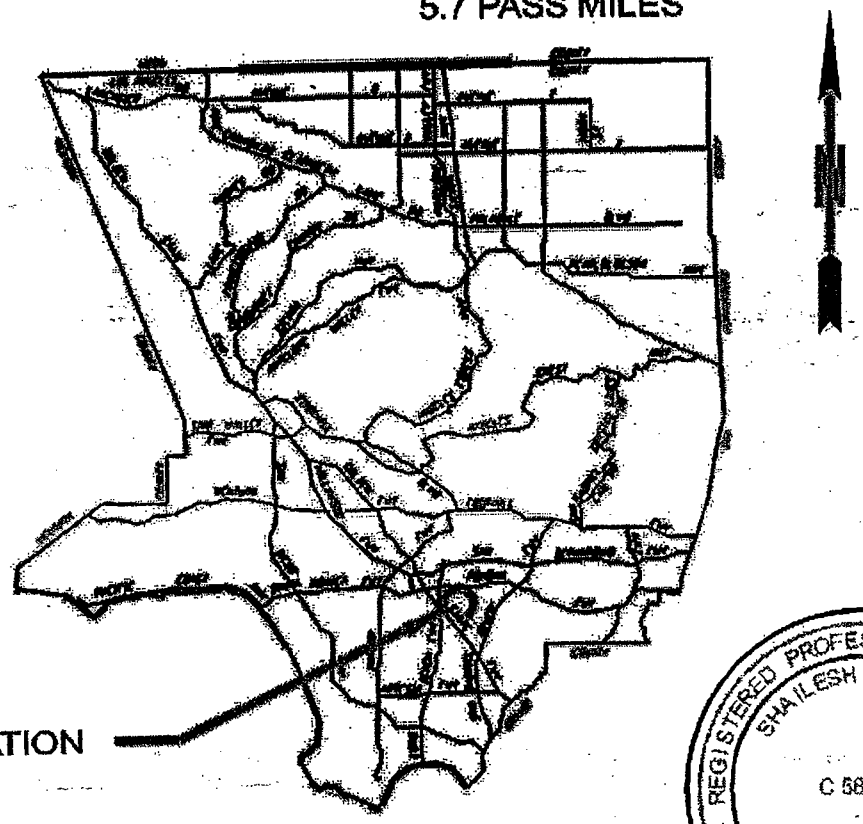
## PROJECT ID NO. RMD4106002

PRIME CONTRACTOR LICENSE REQUIRED: NONE

## CITY TERRACE AREA

STREET SWEEPING

TOTAL LENGTH: 94.0 CURB MILES
5.7 PASS MILES




VICINITY MAP

No Scale

REGISTERED PROFESSIONAL ENGINEER
SHAILESH R. PATEL
C 58158
EXP. 06/30/2006
CIVIL
STATE OF CALIFORNIA

INDEX OF SHEETS


| | | |
|---|---|---|
| SHT | 1 | Title Sheet |
| SHTS | 2-15 | Location Maps |
| SHTS | 16-17 | Alleys |
| SHTS | 18 | Posted Times & Notes |


APPROVED JAMES A. NOYES DIRECTOR OF PUBLIC WORKS

BY DEPUTY DIRECTOR

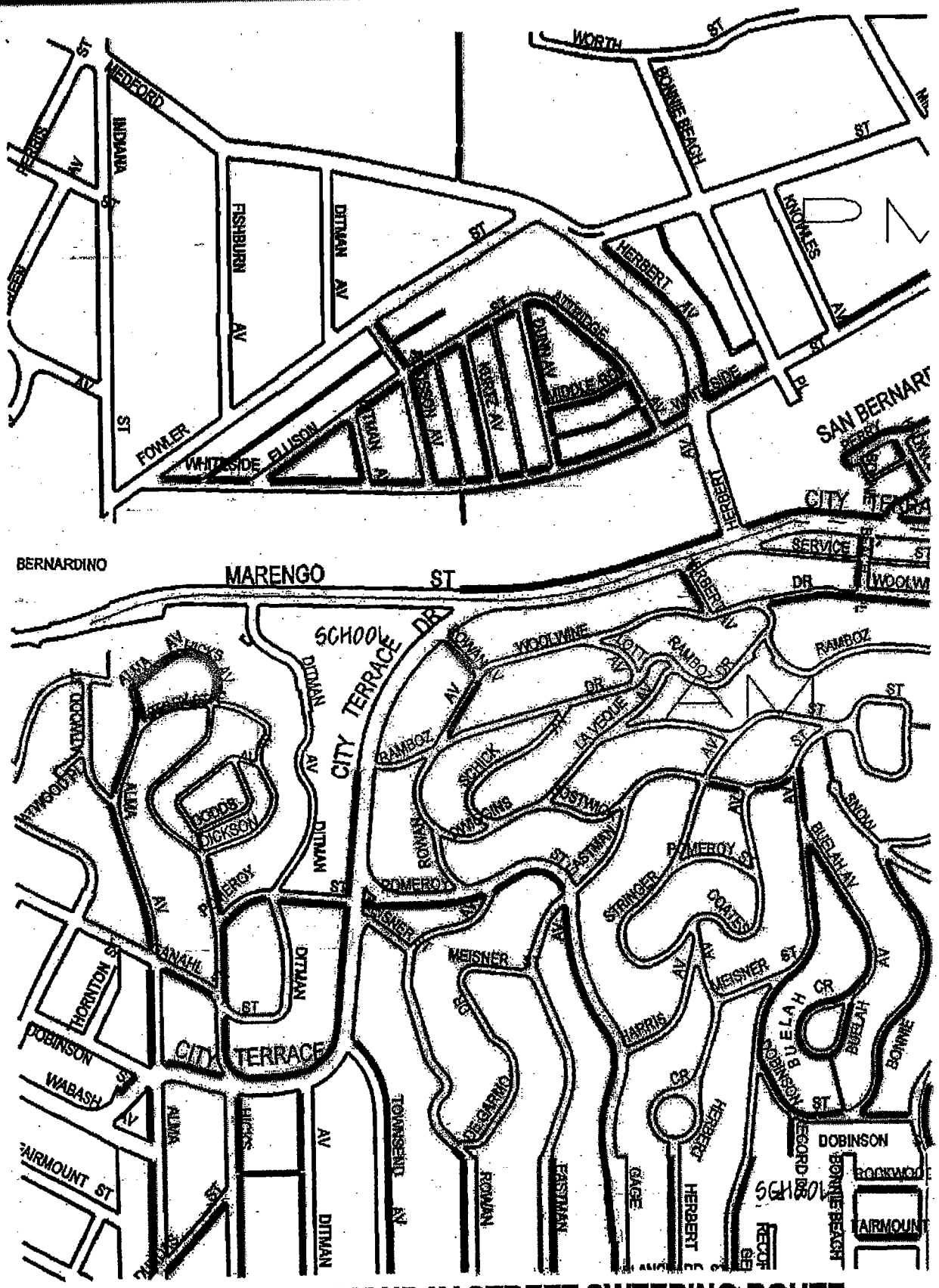
RECOMMENDED

ASST. DEPUTY DIRECTOR-RD.MAINT.DIV. DATE

RECOMMENDED

DISTRICT ENGINEER-RD.MAINT.DIST. 4 DATE

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| PROJECT NAME | CITY TERRACE STREET SWEEPING | | | | | PROJECT I.O. No. RMD4106002 | |
| PROJECT ENGINEER | S. PATEL | C.E. NO. 58158 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4 | T.G. 635 | FILENAME 1425S | SCALE NONE | SHEET 1 OF 18 |

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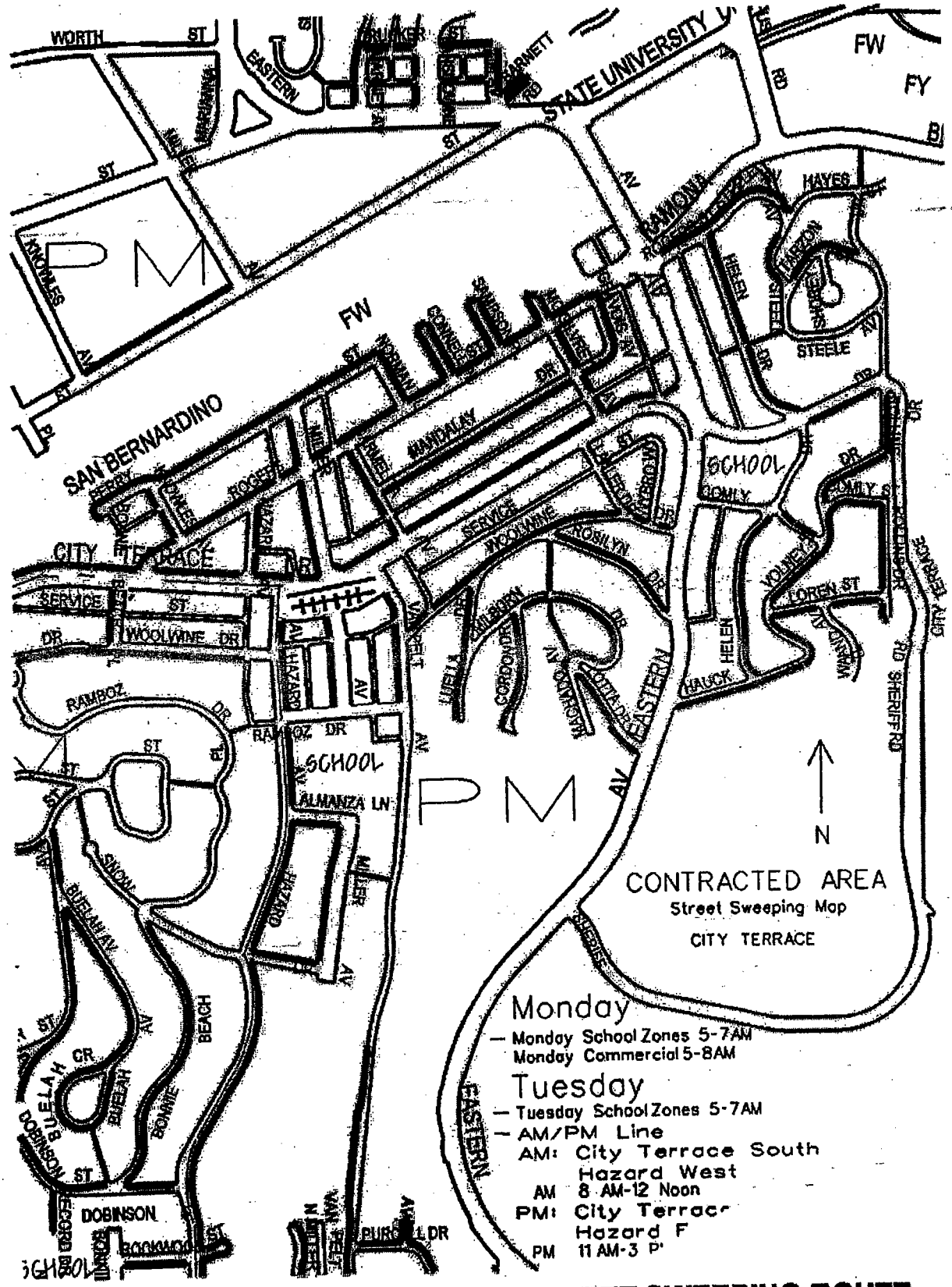
| PROJECT ENGINEER | S. PATEL | C.E. No. 58188 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4 | T.G. 635 | FILENAME 14253 | SCALE NONE | SHEET 2 OF 18 |




**MONDAY STREET SWEEPING ROUTE**

| | | | | | | |
|---|---|---|---|---|---|---|
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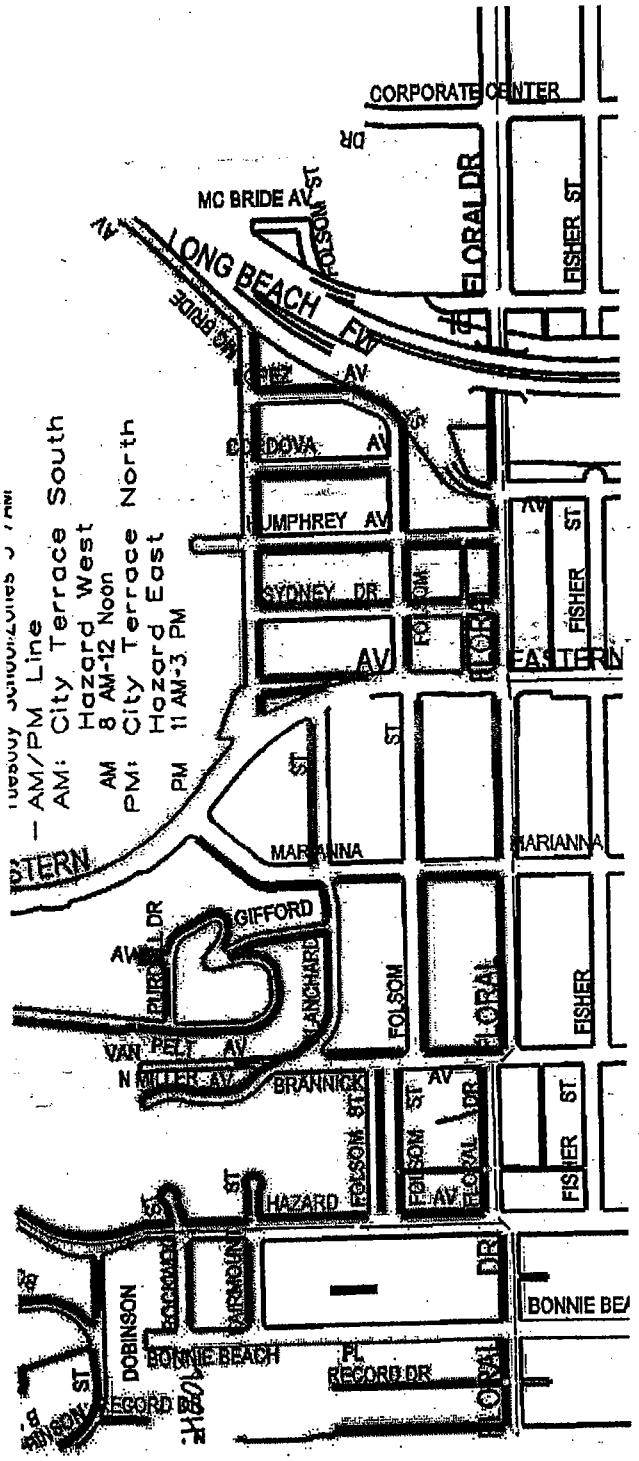
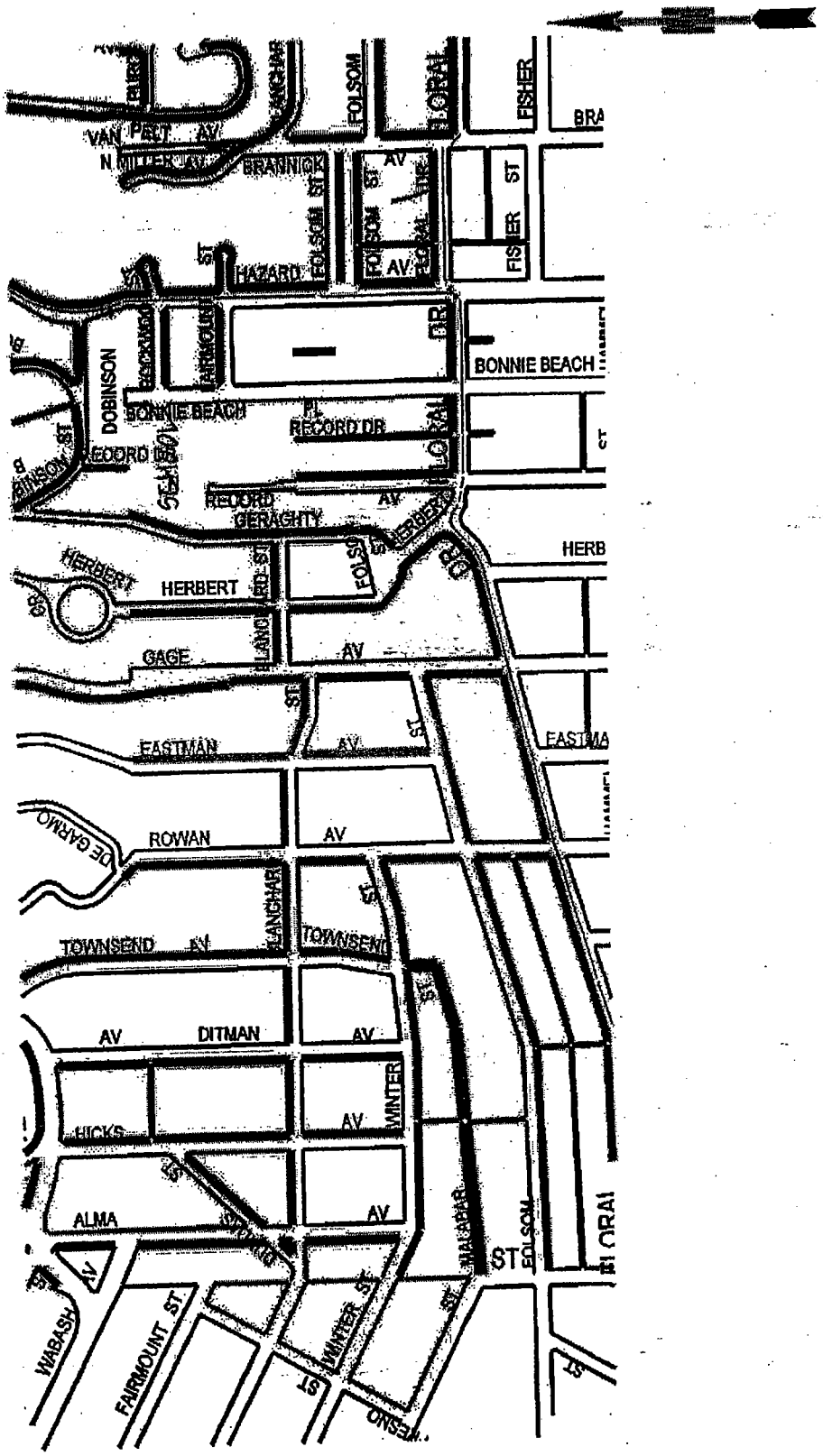
| PROJECT ENGINEER | S. PATEL | C.E. No. 56158 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4 | T.G. 635 | FILENAME 14255 | SCALE NONE | SHEET 3 OF 18 |




**MONDAY STREET SWEEPING ROUTE**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| PROJECT NAME | CITY TERRACE STREET SWEEPING (MONDAY) | | | | | PROJECT I.D. No. RMD4106002 | |
| PROJECT ENGINEER | S. PATEL | C.E. No. 58158 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4 | T.G. 635 | FILENAME 14255 | SCALE NONE | SHEET 4 OF 18 |




## MONDAY STREET SWEEPING ROUTE

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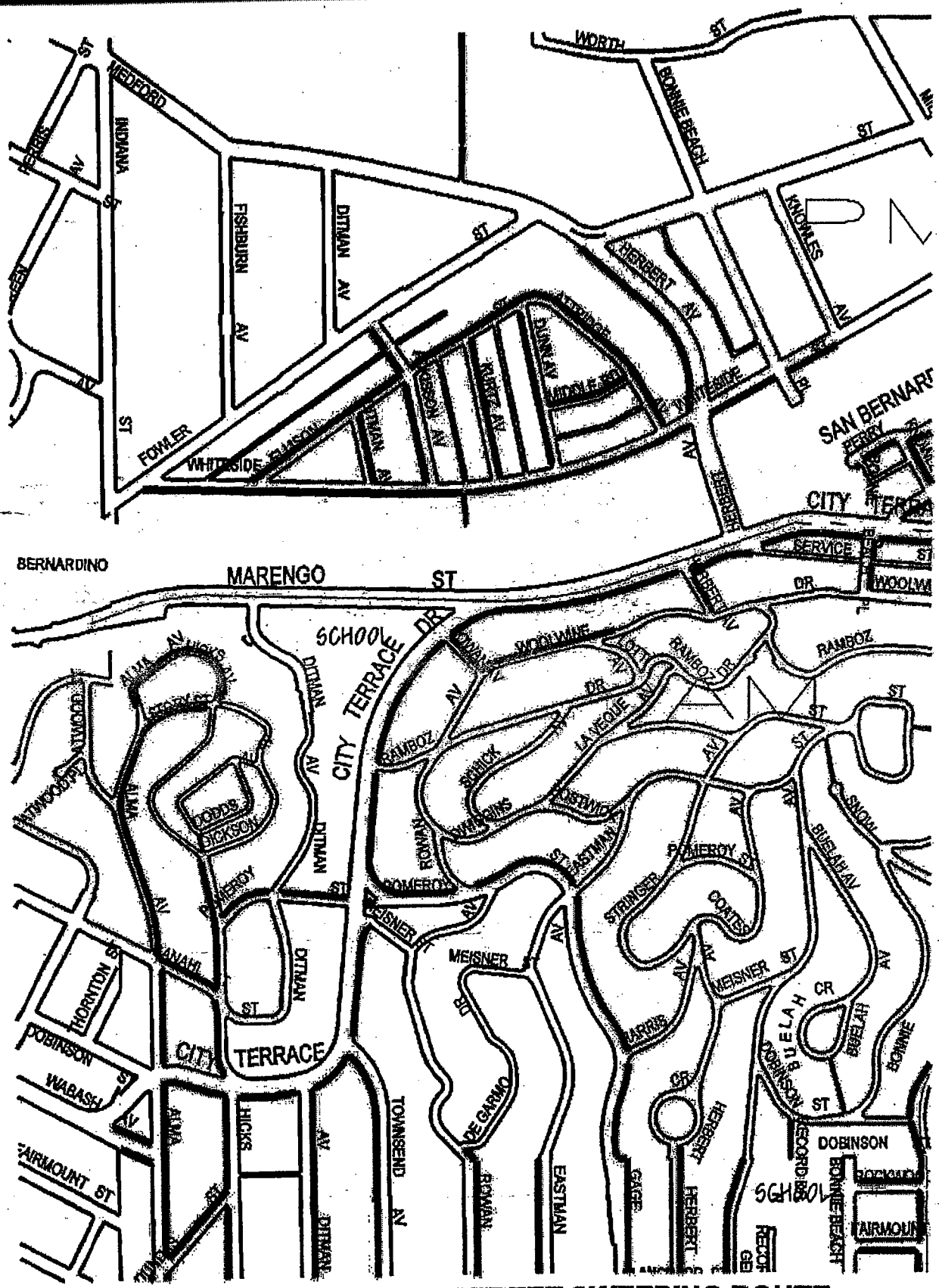
| PROJECT NAME | CITY TERRACE STREET SWEEPING (MONDAY) | | | | | PROJECT I.D. No. RMD4106002 | |
| PROJECT ENGINEER | S. PATEL | C.E. No. 58158 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4 | T.G. 635 | FILENAME 142SS | SCALE NONE | SHEET 5 OF 18 |




TUESDAY STREET SWEEPING ROUTE

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|---|---|---|---|---|---|---|
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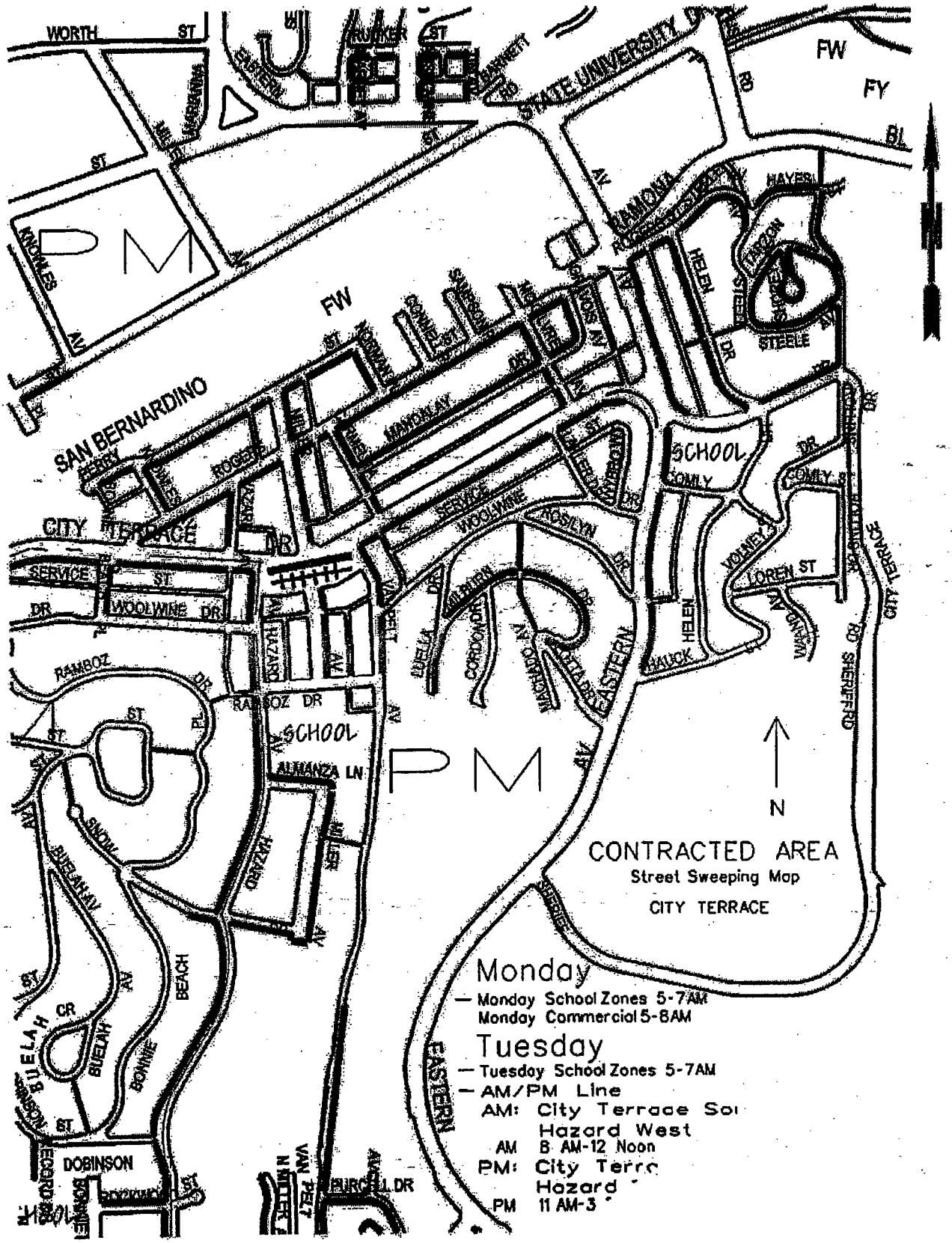


**TUESDAY STREET SWEEPING ROUTE**

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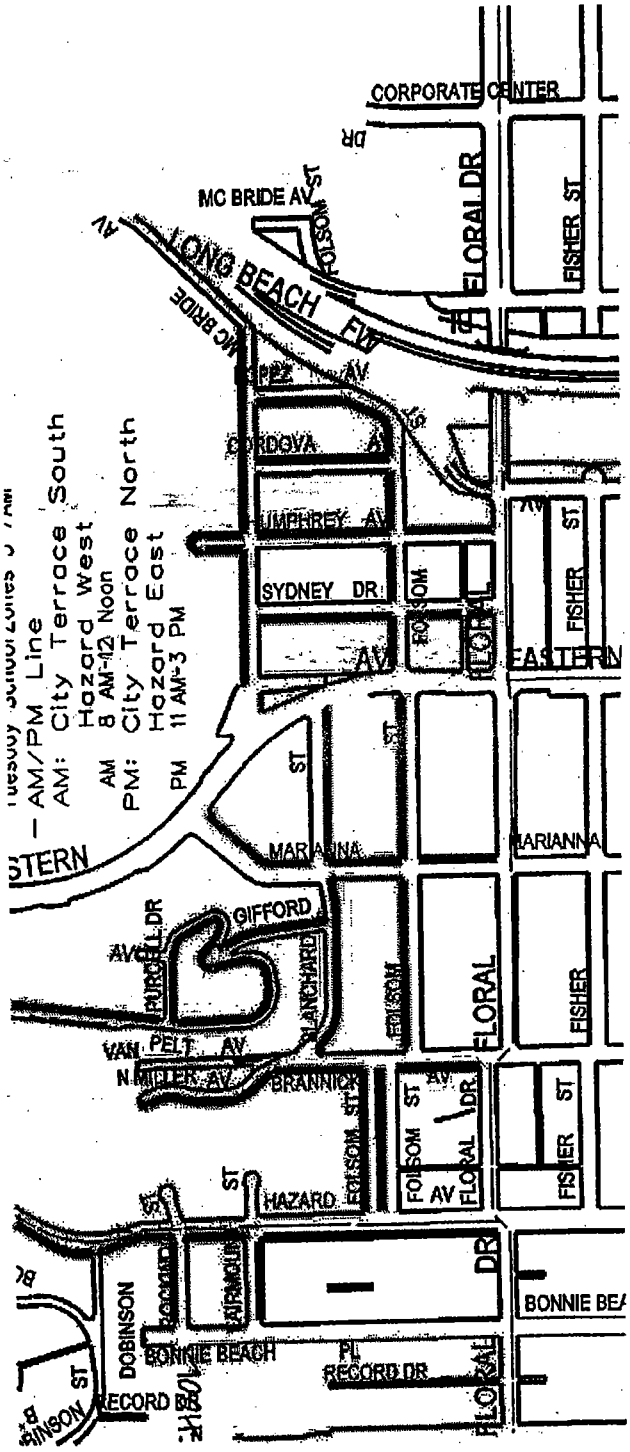
| PROJECT ENGINEER | S. PATEL | C.E. NO 58158 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4 | T.G. 635 | FILENAME 14255 | SCALE NONE | SHEET 7 OF 18 |




## TUESDAY STREET SWEEPING ROUTE

| | | | | | | |
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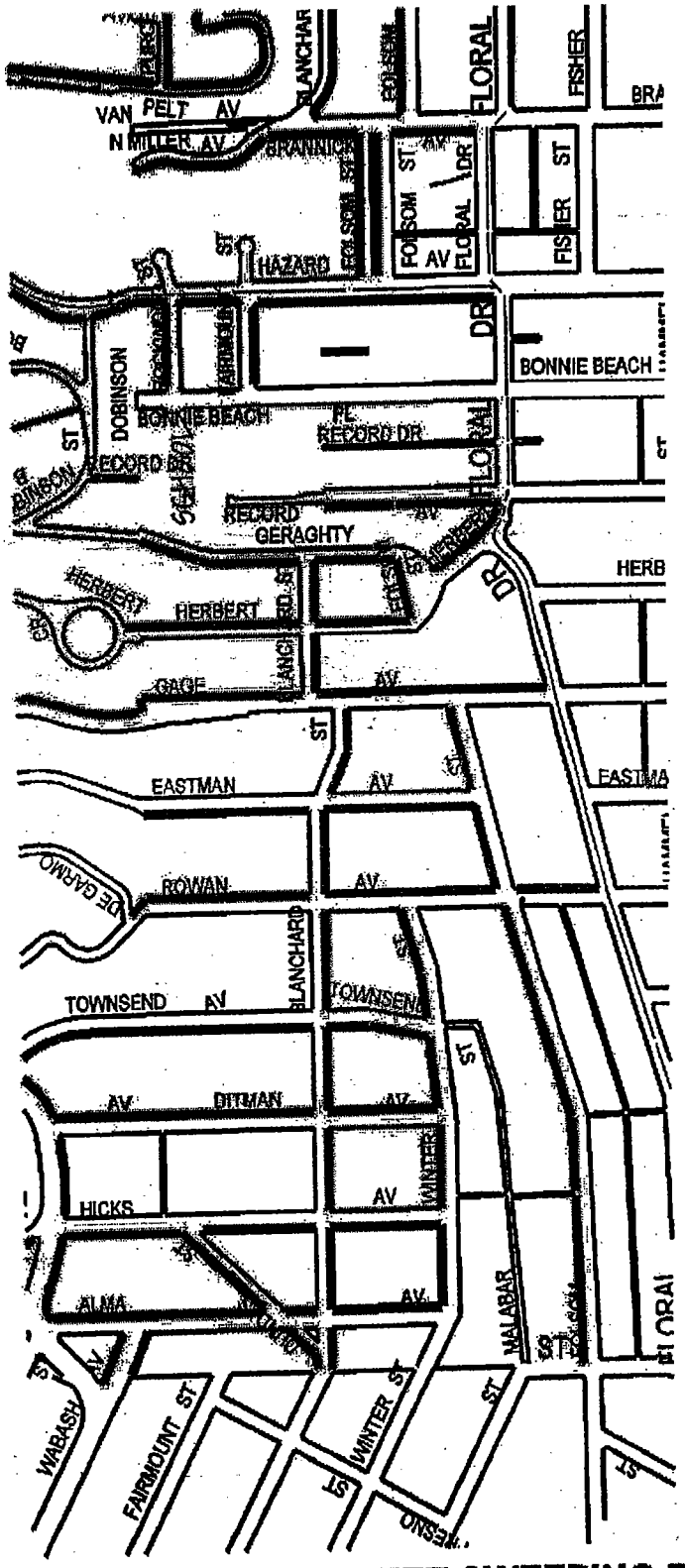
| PROJECT ENGINEER | S. PATEL | C.E. No. 58158 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4 | T.G. 635 | FILENAME 1/2CS | SCALE NONE / SHEET 8 OF 18 |




TUESDAY STREET SWEEPING ROUTE

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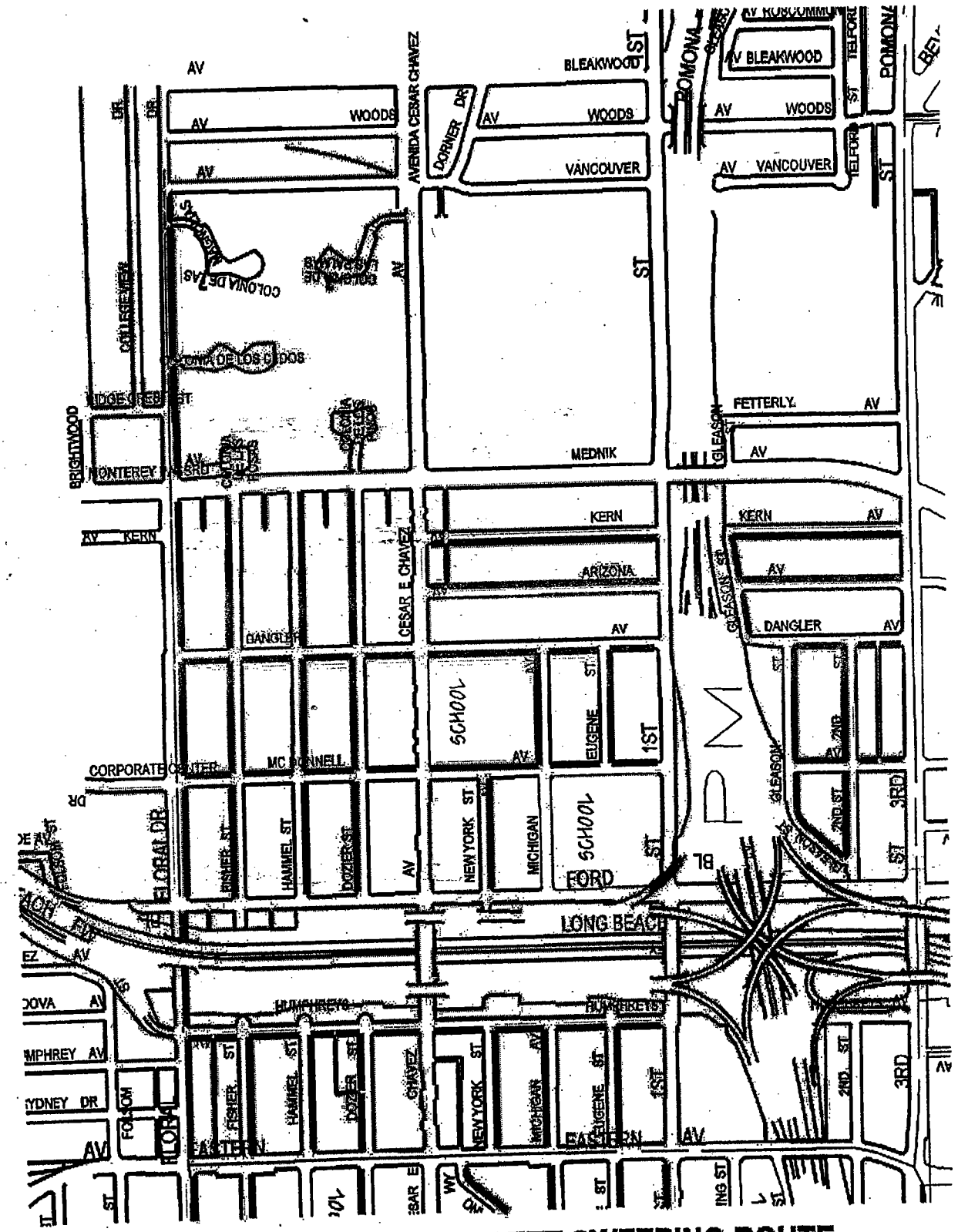
| PROJECT NAME | CITY TERRACE STREET SWEEPING (TUESDAY) | | | | | PROJECT I.D. No. RMD4106002 | |
| PROJECT ENGINEER | S. PATEL | C.E. No. 58158 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4 | T.G. 635 | FILENAME 14255 | SCALE NONE | SHEET 9 OF 18 |




## WEDNESDAY STREET SWEEPING ROUTE

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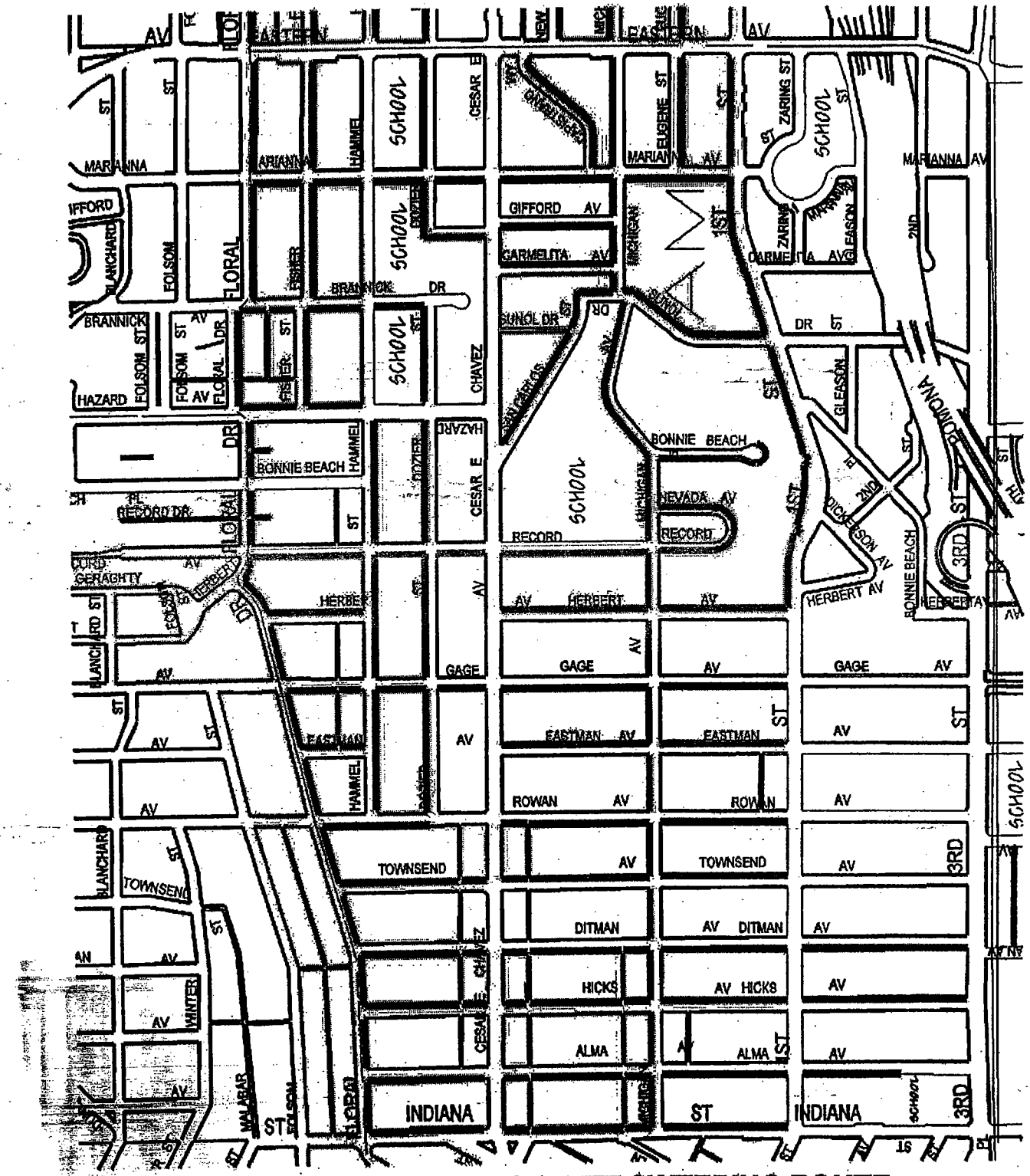
| PROJECT ENGINEER | S. PATEL | C.E. NO. 58158 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4 | T.G. 635 | FILENAME 14255 | SCALE NONE | SHEET 10 OF 18 |




**WEDNESDAY STREET SWEEPING ROUTE**

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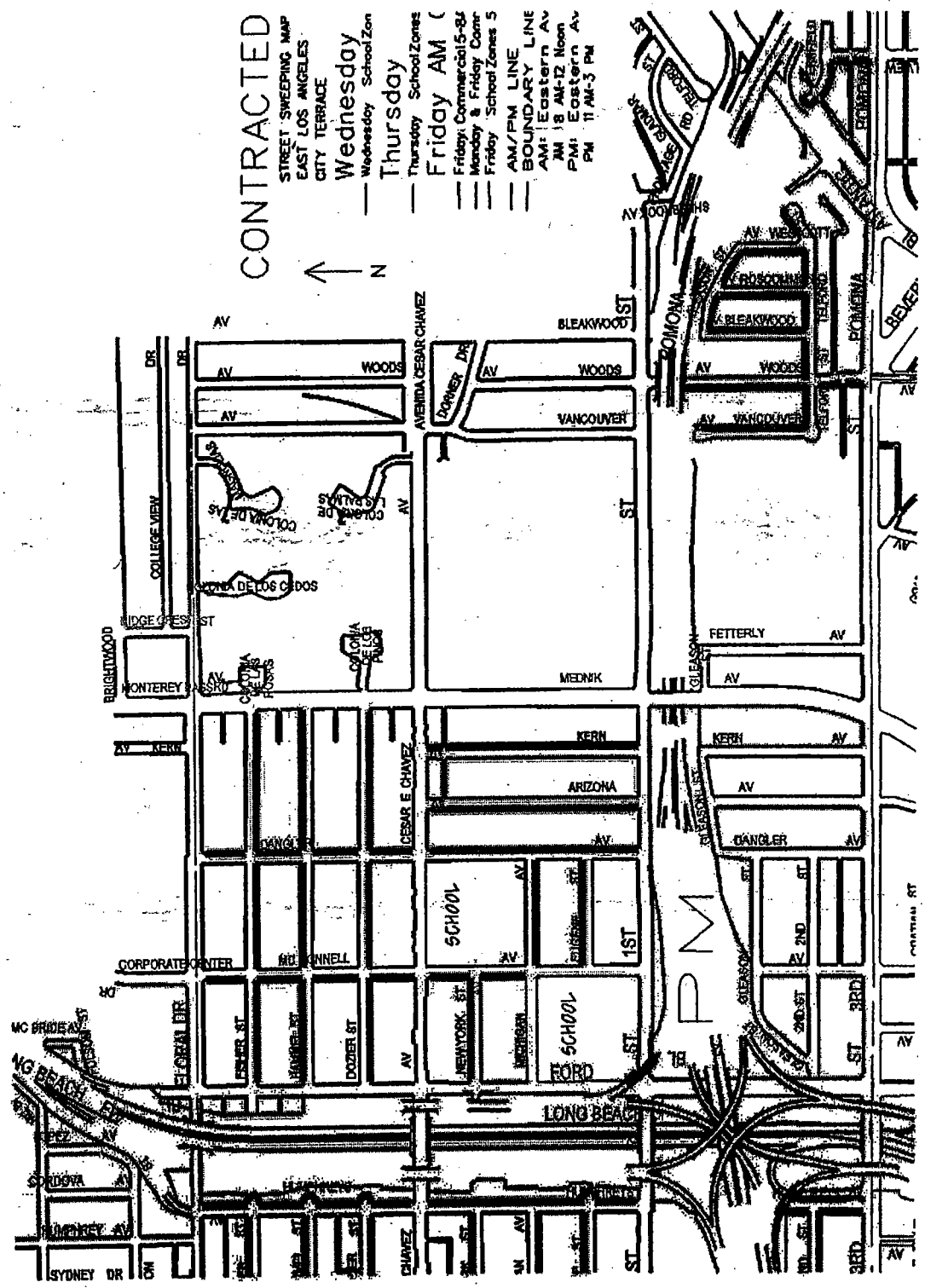
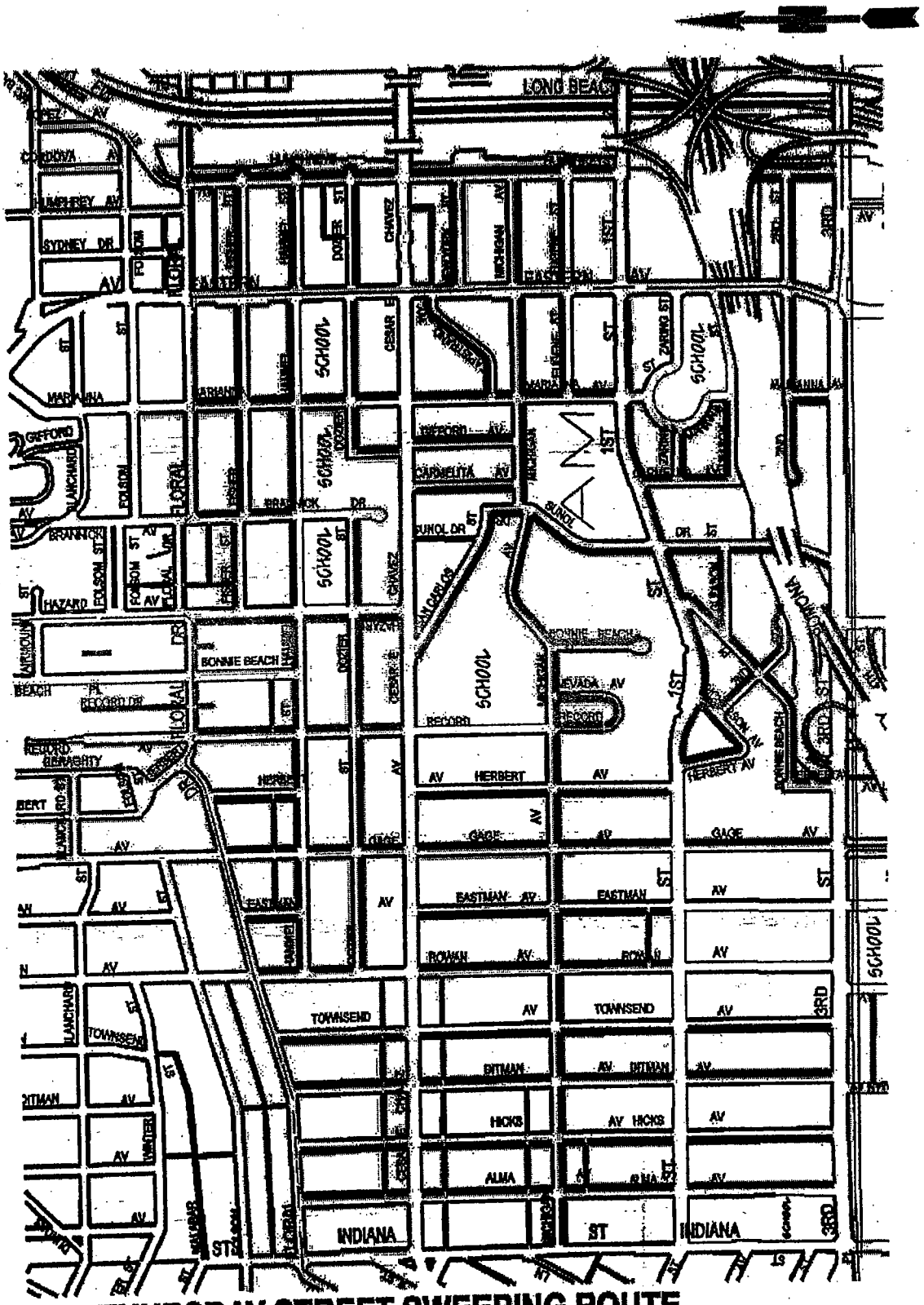
| PROJECT NAME: CITY TERRACE STREET SWEEPING (WEDNESDAY) | | | | | | PROJECT I.D. No. RMD4106002 |
| PROJECT ENGINEER: S. PATEL | C.E. No 58158 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4 | T.G. 635 | FILENAME 142SS | SCALE NONE | SHEET 11 OF 18 |

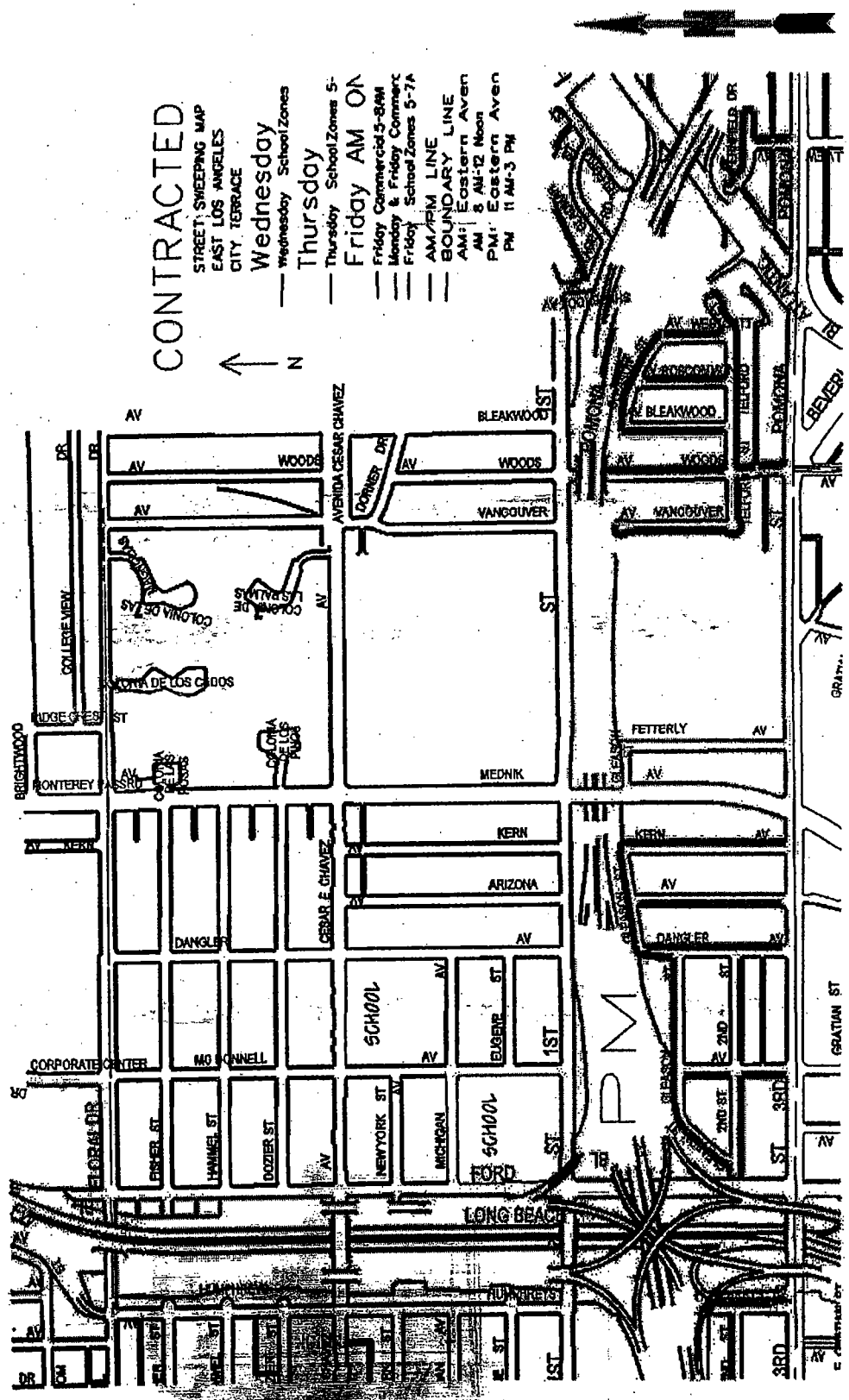



| PROJECT NAME | CITY TERRACE STREET SWEEPING (THURSDAY) | | | | PROJECT I.D. No. RMD4106002 | |
|---|---|---|---|---|---|---|
| PROJECT ENGINEER | S. PATEL | C.E. NO. 58158 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4 | T.G. 635 | FILENAME 14255 | SCALE NONE | SHEET 12 OF 18 |

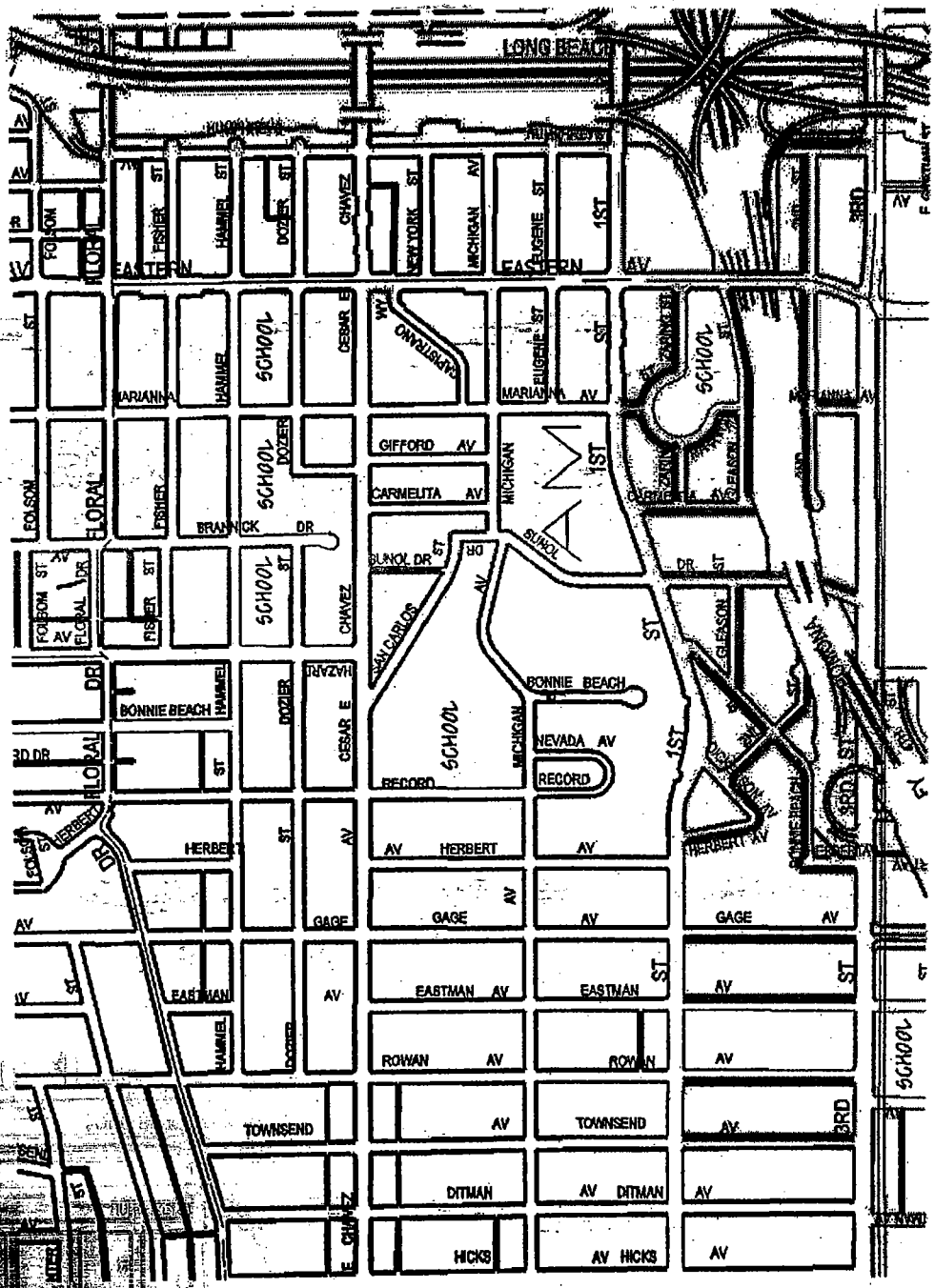



THURSDAY STREET SWEEPING ROUTE

| | | | | | | |
|---|---|---|---|---|---|---|
| PROJECT NAME | CITY TERRACE STREET SWEEPING (THURSDAY) | | | | | PROJECT I.D. NO. RMD4106002 |
| PROJECT ENGINEER | S. PATEL | C.E. NO. 58101 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4 | T.G. 635 | FILENAME 1425S | SCALE NONE | SHEET 13 OF 18 |




| | | | | | | | |
|---|---|---|---|---|---|---|---|
| PROJECT NAME | CITY TERRACE STREET SWEEPING (FRIDAY) | | | | | | PROJECT I.D. No. RMD4106002 |
| PROJECT ENGINEER | S. PATEL | C.E. NO. 58158 | LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1 | T.G. 635 | FILENAME 14255 | SCALE NONE | SHEET 14 OF 18 |




# FRIDAY STREET SWEEPING ROUTE

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| PROJECT ENGINEER | S. PA[illegible] | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4 | T.G. 635 | FILENAME 14255 | SCALE NONE | SHEET 15 OF 18 |

# ALLEYS
(To be swept weekly)

| ALLEY LOCATION | LIMITS | PASS MILES |
|---|---|---|
| Alley S/o Floral Dr | 150' W/o Humphreys Av / Humphreys Av | 0.03 |
| Alley N/o Michigan Av | 165' E/o Hicks Av / Ditman Av | 0.03 |
| Alley N/o Dozier St | 220' W/o Mednik Av / 37' W/o Mednik Av | 0.03 |
| Alley W/o Bonnie Bch Pl | 334' S/o Medford St / Medford St | 0.06 |
| Alley N/o Dozier St | 335' W/o Humphreys Av / Humphreys Av | 0.06 |
| Alley N/o Dozier St | 37' W/o Mednik Av / Mednik Av | 0.01 |
| Alley S/o Floral Dr | 390' W/o Brannick Av / Brannick Av | 0.07 |
| Alley N/o 3Rd St | 485' W/o Woods Av / Woods Av | 0.09 |
| Alley S/o Fowler St | Adkisson Av / 825' E/o Adkisson Av | 0.16 |
| Alley N/o Pomona Bl | Alley E/o Atlantic Bl / Hillview Av | 0.09 |
| Alley S/o Ramboz Dr | Alley E/o Miller Av / Van Pelt Av | 0.03 |
| Alley E/o Miller Av | Alley N/o City Terce Dr / Rogers St | 0.07 |
| Alley W/o Tim Av | Alley N/o Eastern Av / Drucker St | 0.03 |
| Alley E/o Marney Av | Alley N/o Eastern Av / S Drucker St | 0.03 |
| Alley E/o Indiana St | Alley N/o Floral Dr / Folsom St | 0.03 |
| Alley W/o Bonnie Bch Pl | Alley N/o Whiteside St / 485' S/o Medford St | 0.05 |
| Alley W/o Humphreys Av | Alley S/o Cesar Chvz Av / Cesar E Chavz Av | 0.03 |
| Alley W/o Knowles Av | Alley S/o Perry St / Perry St | 0.03 |
| Alley E/o Miller Av | Alley S/o Ramboz Dr / Ramboz Dr | 0.03 |
| Alley W/o Hazard Av | Alley S/o Woolwine Dr / Woolwine Dr | 0.06 |
| Alley N/o Whiteside St | Alley W/o Bonnie Bch Pl / Bonnie Beach Pl | 0.03 |
| Alley N/o City Terce Dr | Alley W/o Eastern Av / Eastern Av | 0.03 |
| Alley S/o Woolwine Dr | Alley W/o Hazard Av / Hazard Av | 0.03 |
| Alley S/o Perry St | Alley W/o Knowles Av / Knowles Av | 0.04 |
| Alley N/o Eastern Av | Alley W/o Marney Av / Marney Av | 0.03 |
| Alley N/o Floral Dr | Alley W/o Rowan Av / Rowan Av | 0.32 |
| Alley N/o Eastern Av | Alley W/o Tim Av / Tim Av | 0.03 |
| Alley N/o Michigan Av | Alma Av / 165' E/o Hicks Av | 0.09 |
| Alley N/o Cesar Chvz Av | Alma Av / Hicks Av | 0.06 |
| Alley S/o Michigan Av | Alma Av / Hicks Av | 0.06 |
| Alley S/o Cesar Chvz Av | Arizona Av / Kern Av | 0.00 |
| Alley N/o City Terce Dr | Carmelita Av / Mc Gilvrey Av | 0.20 |
| Alley W/o Miller Av | City Terrace Dr / Alley N/o City Terce Dr | 0.03 |
| Alley W/o Eastern Av | City Terrace Dr / Alley S/o Rogers St | 0.11 |
| Alley E/o Eastern Av | City Terrace Dr / Rogers St | 0.17 |
| Alley E/o Eastern Av | Dozier St / Alley N/o Dozier St | 0.03 |
| Alley N/o Whiteside St | Dunn Av / Attridge Av | 0.09 |
| Alley S/o Floral Dr | Eastern Av / 150' W/o Humphreys Av | 0.10 |
| Alley W/o Marney Av | Eastern Av / Alley N/o Eastern Av | 0.03 |
| Alley S/o Cesar Chvz Av | Eastern Av / Alley W/o Humphreys Av | 0.09 |

# ALLEYS

(To be swept weekly)

| ALLEY LOCATION | LIMITS | PASS MILES |
|---|---|---|
| Alley N/o Floral Dr | Eastern Av / Sydney Dr | 0.05 |
| Alley N/o Hammel St | Eastman Av / Gage Av | 0.07 |
| Alley N/o Whittier Bl | Fraser Av / Atlantic Bl | 0.23 |
| Alley N/o Hammel St | Gage Av / Herbert Av | 0.07 |
| Alley S/o Rogers St | Gravois Av / Alley W/o Eastern Av | 0.03 |
| Alley N/o City Terce Dr | Hazard Av / Alley W/o Miller Av | 0.04 |
| Alley S/o City Terce Dr | Hazard Av / Miller Av | 0.05 |
| Alley S/o City Terce Dr | Hicks Av / Ditman Av | 0.07 |
| Alley N/o Cesar Chvz Av | Hicks Av / Rowan Av | 0.19 |
| Alley S/o Cesar Chvz Av | Hicks Av / Townsend Av | 0.12 |
| Alley N/o Pomona Bl | Hillview Av / 435' E/o Hillview Av | 0.08 |
| Alley N/o Michigan Av | Indiana St / Alma Av | 0.06 |
| Alley S/o Cesar Chvz Av | Indiana St / Hicks Av | 0.12 |
| Alley N/o Eastern Av | Lansdowne Av / Alley W/o Tim Av | 0.03 |
| Alley N/o Eastern Av | Marney Av / Lansdowne Av | 0.06 |
| Alley N/o 3Rd St | Mc Donnell Av / Dangler Av | 0.13 |
| Alley N/o City Terce Dr | Mc Gilvrey Av / Alley W/o Eastern Av | 0.06 |
| Alley N/o City Terce Dr | Miller Av / Carmelita Av | 0.07 |
| Alley S/o City Terce Dr | Miller Av / Van Pelt Av | 0.06 |
| Alley E/o Atlantic Bl | Pomona Bl / Fernfield Dr | 0.11 |
| Alley E/o Miller Av | Ramboz Dr / Alley S/o City Terce Dr | 0.09 |
| Alley W/o Miller Av | Ramboz Dr / Alley S/o City Terce Dr | 0.06 |
| Alley E/o Miller Av | Rogers St / Perry St | 0.05 |
| Alley W/o Miller Av | Rogers St / Perry St | 0.05 |
| Alley N/o 1St St | Rowan Av / Eastman Av | 0.06 |
| Alley N/o Beverly Bl | Sadler Av / 1410 E/o Sadler Av | 0.27 |
| Alley E/o Van Pelt Av | Service St / City Terrace Dr | 0.03 |
| Alley N/o Floral Dr | Sydney Dr / Humphreys Av | 0.05 |
| Alley S/o Cesar Chvz Av | Townsend Av / Rowan Av | 0.06 |
| Alley S/o Fowler St | Whiteside St / Adkisson Av | 0.21 |
| Alley E/o Kurtz Av | Whiteside St / Ellison St | 0.14 |
| Alley E/o Adkisson Av | Whiteside St / Ellison St | 0.12 |
| Alley W/o Hazard Av | Woolwine Dr / City Terrace Dr | 0.06 |
| Alley E/o Van Pelt Av | Woolwine Dr / Service St | 0.04 |
| Alley E/o Atlantic Bl | Fernfield Dr / N/o Fernfield Dr | 0.03 |
| Alley N/o Cesar Chvz Av | 220' W/o Mednik Av / Mednik Av | 0.04 |
| Alley N/o Hammel St | W/o Mednik Av / Mednik Av | 0.04 |
| Sunol Dr | San Carlos St / 100' N/o San Carlos St | 0.02 |
| | TOTAL PASS MILES: | 5.66 |

NOTE: ALL CURBED PUBLIC STREETS INCLUDING CURBED MEDIANS AND ALLEYS TO BE SWEPT WEEKLY.

| PROJECT NAME | CITY TERRACE STREET SWEEPING (THURSDAY) | | | | | PROJECT I.D. No. RMD4106002 | |
|---|---|---|---|---|---|---|---|
| PROJECT ENGINEER | S. PATEL | C.E. NO 58158 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4 | T.G. 635 | FILENAME 142SS | SCALE NONE | SHEET 17 OF 18 |

# DAYS AND TIMES

**MONDAY**
SHEETS 2 THROUGH 5

5:00 AM - 7:00 AM
5:00 AM - 8:00 AM
8:00 AM - 12:00 PM
11:00 AM - 3:00 PM

**TUESDAY**
SHEETS 6 THROUGH 9

5:00 AM - 7:00 AM
8:00 AM - 12:00 PM
11:00 AM - 3:00 PM

**WEDNESDAY**
SHEETS 10 & 11

5:00 AM - 7:00 AM
5:00 AM - 8:00 AM
8:00 AM - 12:00 PM
11:00 AM - 3:00 PM

**THURSDAY**
SHEETS 12 & 13

5:00 AM - 7:00 AM
8:00 AM - 12:00 PM
11:00 AM - 3:00 PM

**FRIDAY**
SHEETS 14 & 15

5:00 AM - 8:00 AM
8:00 AM - 12:00 PM

NOTES:

- PUBLIC STREET CURB MILEAGE SUBJECT TO CHANGE
- ALL PUBLIC STREETS AND ALLEYS TO BE SWEPT ONCE PER WEEK AND MUST BE SWEPT WITHIN THE POSTED TIME FRAME

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| PROJECT NAME | CITY TERRACE STREET SWEEPING (WEDNESDAY) | | | | | | PROJECT I.D. No. RMD4106002 |
| PROJECT ENGINEER | S. PATEL | C.E. NO 58158 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4 | T.G. 635 | FILENAME 14255 | SCALE NONE | SHEET 18 OF 18 |

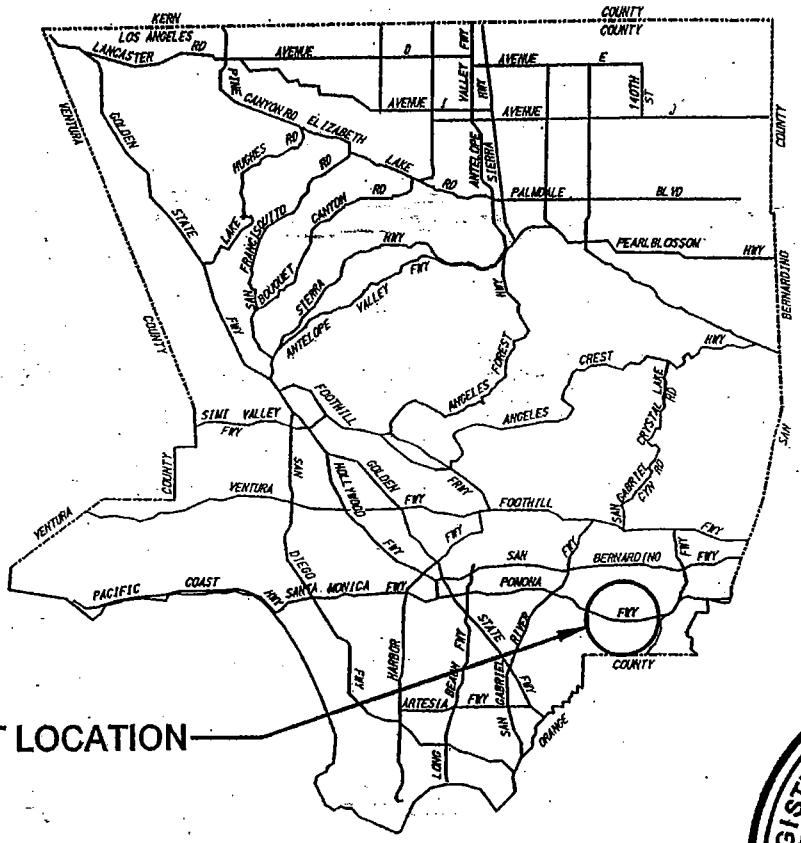
EXHIBIT E.2

# LOS ANGELES COUNTY
# DEPARTMENT OF PUBLIC WORKS

## PROJECT ID NO. RMD1406002
PRIME CONTRACTOR LICENSE REQUIRED: NONE REQUIRED

## ROWLAND HEIGHTS
## STREET SWEEPING

## TOTAL LENGTH = 198.0 MILES




PROJECT LOCATION

## VICINITY MAP
No Scale

REGISTERED PROFESSIONAL ENGINEER
SAMIA HOURANY
C 54213
EXP. 12/31/07
CIVIL
STATE OF CALIFORNIA

### INDEX OF SHEETS

| | | |
|---|---|---|
| SHEET | 1 | Title Sheet |
| SHEET | 2 - 3 | Location Maps |
| SHEET | 4 - 5 | Summary, Alleys & Medians |

APPROVED Donald Wolfe DIRECTOR OF PUBLIC WORKS

DEPUTY DIRECTOR DATE

SUBMITTED

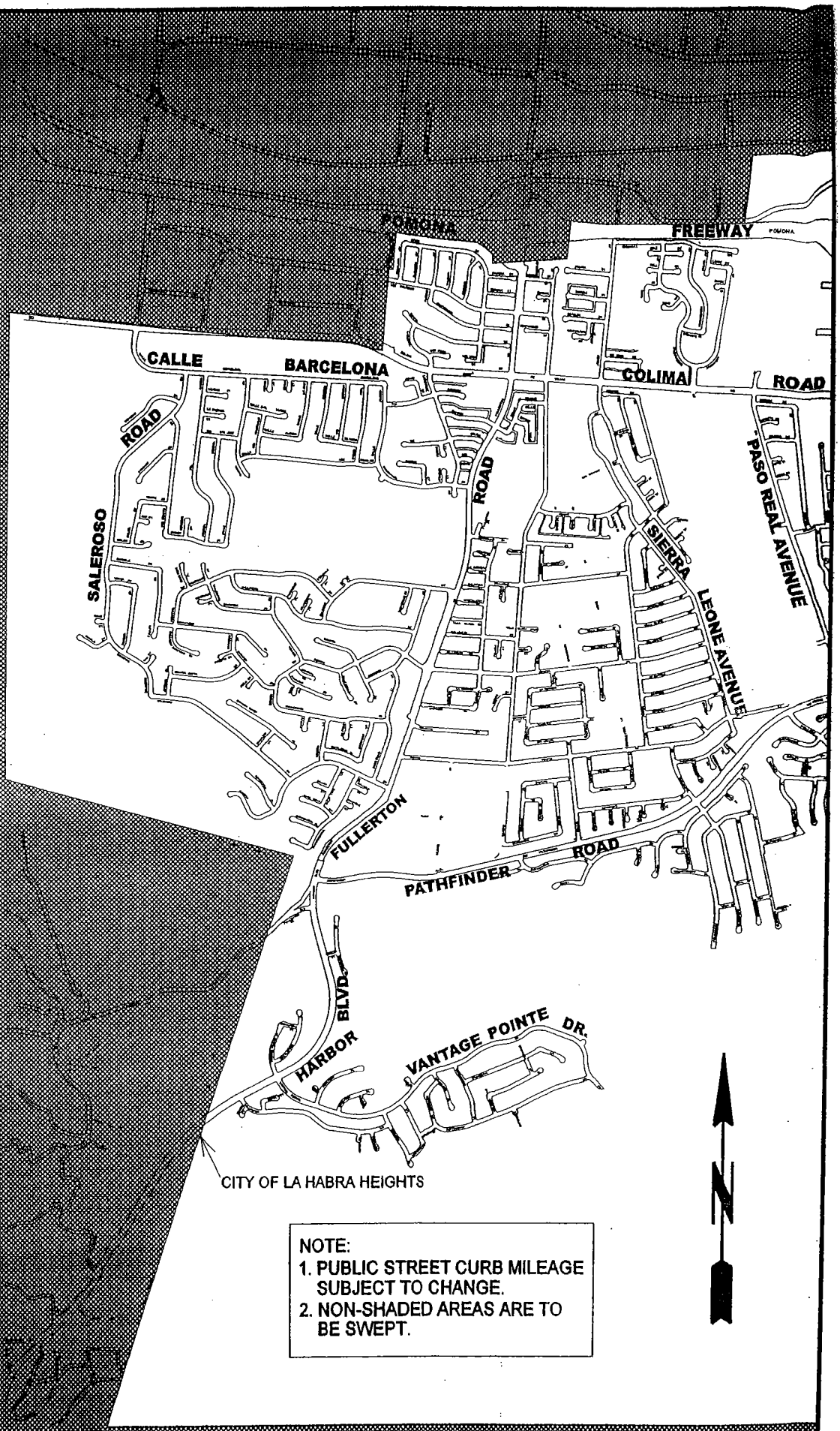
ASST. DEPUTY DIRECTOR-RD.MAINT.DIV. DATE

REFERENCES THOMAS GUIDE 678, 679, 708, 709
ROAD DISTRICT 417

REVIEWED 4-25-06

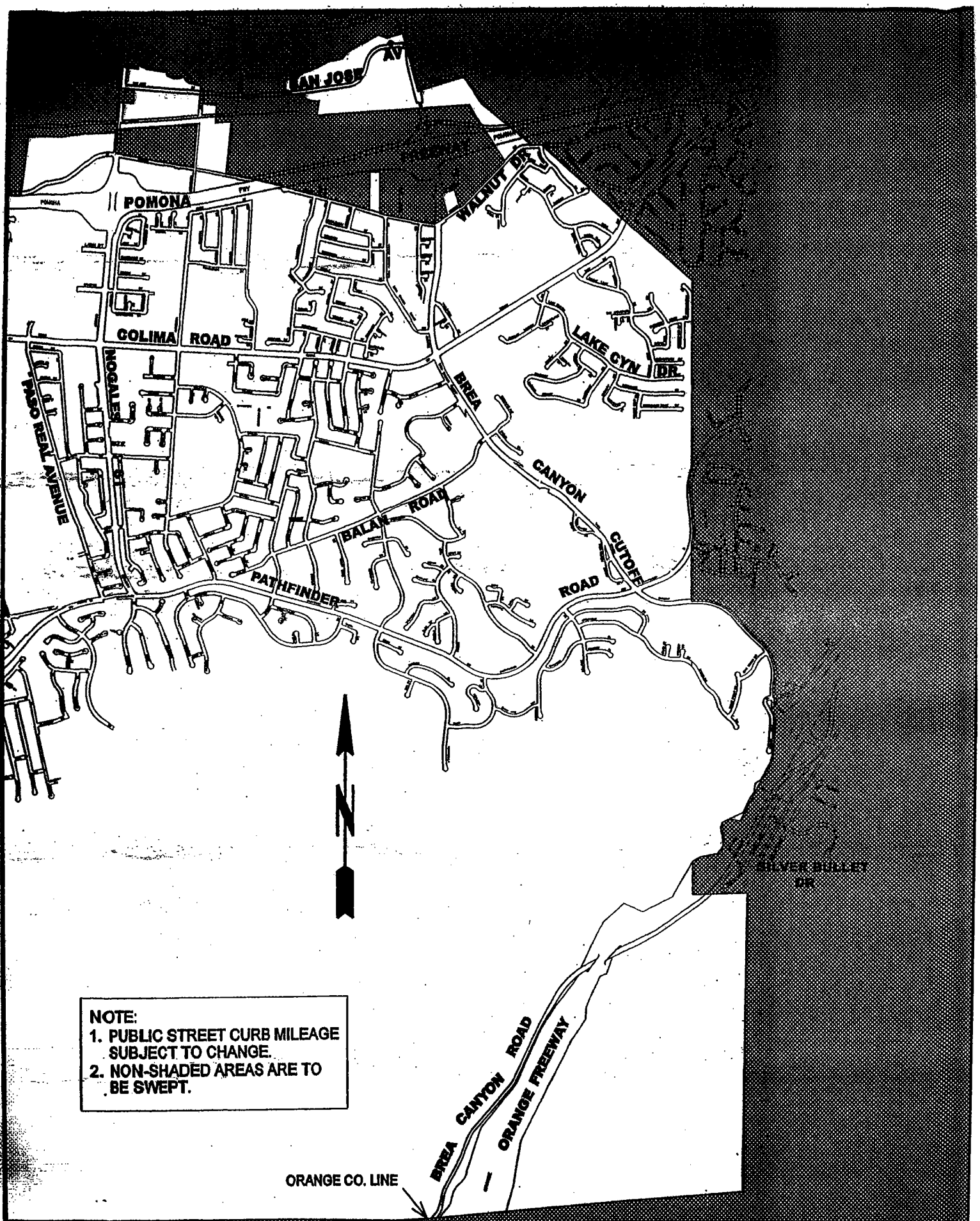
DISTRICT ENGINEER-RD.MAINT.DIST. 1 DATE

| PROJECT ENGINEER | C.E. NO. | DESIGNER | CHECKER | SHEET 1 OF 5 SHTS. |
|---|---|---|---|---|
| S. HOURANY | C 54213 | D. OBOZA | N. GEMENIANO | DWG. NO. |




NOTE:
1. PUBLIC STREET CURB MILEAGE SUBJECT TO CHANGE.
2. NON-SHADED AREAS ARE TO BE SWEPT.

| PROJECT NAME | ROWLAND HEIGHTS STREET SWEEPING | | | | | PROJECT I.D. No. RMD1406002 | |
|---|---|---|---|---|---|---|---|
| PROJECT ENGINEER | S. HOURANY | C.E. NO. C 54213 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1 | T.G. 676, 706 | FILENAME | SCALE NONE | SHEET 2 OF 5 |




| PROJECT NAME | ROWLAND HEIGHTS STREET SWEEPING | | | | | PROJECT I.D. No. RMD1406002 | |
|---|---|---|---|---|---|---|---|
| PROJECT ENGINEER | S. HOURANY | C.E. NO. C 54213 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1 | T.G. 679, 709 | FILENAME | SCALE NONE | SHEET 3 OF 5 |

## ALLEYS
(TO BE SWEPT EVERY WEEK)

| ALLEY LOCATION | LIMITS | CURB MILES |
|---|---|---|
| Alley E/o Alberca Drive | Vidora Drive to Alley S/o Vidora Drive | 0.05 |
| Alley E/o Batson Avenue | Vidora Drive to Alley S/o Vidora Drive | 0.06 |
| Alley E/o Fullerton Road | Alley S/o Colima Road to Camino Bello | 0.08 |
| Alley E/o La Cueva Drive | Vidora Drive to S/o Vidora Drive | 0.05 |
| Alley Elo Vivero Drive | Vidora Drive to Alley S/o Vidora Drive | 0.05 |
| Alley N/o Camino Bello | Larkvane Road to Alley W/o Fullerton Road | 0.16 |
| Alley N/o Camino Viejo | Camino Bello to Alley W/o Batson Avenue | 0.04 |
| Alley N/o Crosshaven Drive | Larkvane Road to E/o Larkvane Road | 0.03 |
| Alley N/o Desidia Street | Desidia Street West to Desidia Street East | 0.12 |
| Alley N/o Rio Seco Drive | Jellick Avenue to E/o Jellick Avenue | 0.13 |
| Alley N/o Via Amorosa | Larkvane Road to E/o Larkvane Road | 0.10 |
| Alley N/o Via Calma | Larkvane Road to E/o Larkvane Road | 0.12 |
| Alley N/o Via Dicha | Larkvane Road to E/o Larkvane Road | 0.06 |
| Alley S/o Camino Bello | Camino Bello to S/o Camino Bello | 0.14 |
| Alley S/o Colima Road | Alley E/o Fullerton Road to Batson Avenue | 0.09 |
| Alley S/o Desidia Avenue | Desidia Street West to Desidia Street East | 0.17 |
| Alley S/o Rio Seco Drive | Jellick Avenue to Rio Seco Drive | 0.13 |
| Alley S/o Vidora Drive | Alley E/o Baston Avenue to Alley E/o Alberca Drive | 0.20 |
| Alley W/o Batson Avenue | Camino Bello to Camino Viejo | 0.13 |
| Alley W/o Fullerton Road | Alley N/o Camino Bello to Camino Bello | 0.03 |
| | **TOTAL PAVED ALLEY MILES:** | **1.94** |

## CURBED MEDIANS
## (TO BE SWEPT EVERY WEEK)

| CURB STREET NAME | LIMITS | SIDE | MILES |
|---|---|---|---|
| Brea Canyon Road | S/o Orange Freeway | B/S | 0.89 |
| Brea Canyon Cutoff Road | Colima Road to S/o Colima Road | B/S | 0.39 |
| Colima Road | City of Industry Line to E/o Brea Canyon Cutoff Road | B/S | 1.51 |
| Fairway Drive | Howell Road to U.P.R.R. | B/S | 0.11 |
| Fairway Drive | Walnut Drive to Colima Road | B/S | 0.92 |
| Harbor Boulevard | Pathfinder Road to Orange County Line | B/S | 1.69 |
| Hillrise Drive | Pathfinder Road to S/o Pathfinder Road | B/S | 0.05 |
| Lake Canyon Road | At Colima Road | B/S | 0.02 |
| Nogales Street | S/o Colima Road to Pomona Freeway | B/S | 0.60 |
| Nogales Street | 330' N/o San Jose Ave to San Jose Ave | B/S | 0.14 |
| Nogales Street | 200' S/o San Jose Ave to N/o R.R. | B/S | 0.16 |
| | | TOTAL CURB MILES: | 6.48 |

## SUMMARY OF CURB MILES

| TYPE | CURB MILES |
|---|---|
| Streets and Highways | 189.58 |
| Raised Curbed Medians | 6.48 |
| Paved Alleys | 1.94 |
| TOTAL CURB MILES: | 198.00 |

**NOTE:** ALL CURBED PUBLIC STREETS INCLUDING CURBED MEDIANS AND ALLEYS WITHIN THE NON-SHADED AREAS FOUND ON SHEETS 2 AND 3 ARE TO BE SWEPT WEEKLY.

| PROJECT NAME | ROWLAND HEIGHTS STREET SWEEPING | | | | | PROJECT I.D. No. RMD1406002 | |
|---|---|---|---|---|---|---|---|
| PROJECT ENGINEER | S. HOURANY | C.E. NO. C 54213 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4 | T.G. | FILENAME | SCALE | SHEET |

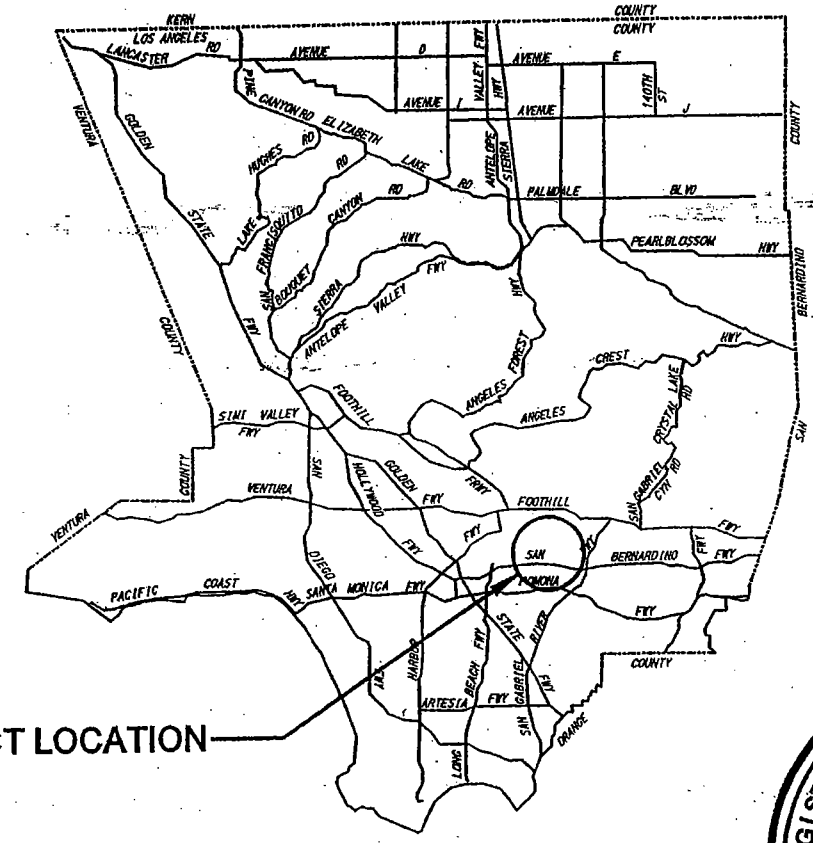
EXHIBIT E.3

# LOS ANGELES COUNTY
# DEPARTMENT OF PUBLIC WORKS

## PROJECT ID NO. RMD1506004
PRIME CONTRACTOR LICENSE REQUIRED: NONE REQUIRED

## RD 119/519 AREA
## STREET SWEEPING

## TOTAL LENGTH = 216.0 MILES




## VICINITY MAP
No Scale

REGISTERED PROFESSIONAL ENGINEER
SAMIA HOURANI
C 54213
EXP. 12/31/07
CIVIL
STATE OF CALIFORNIA

### INDEX OF SHEETS


| | | |
|---|---|---|
| SHEET | 1 | Title Sheet |
| SHEET | 2 - 5 | Location Maps |
| SHEET | 6 - 7 | Summary, Alleys & Medians |


APPROVED Donald Wolfe DIRECTOR OF PUBLIC WORKS

DEPUTY DIRECTOR DATE

SUBMITTED

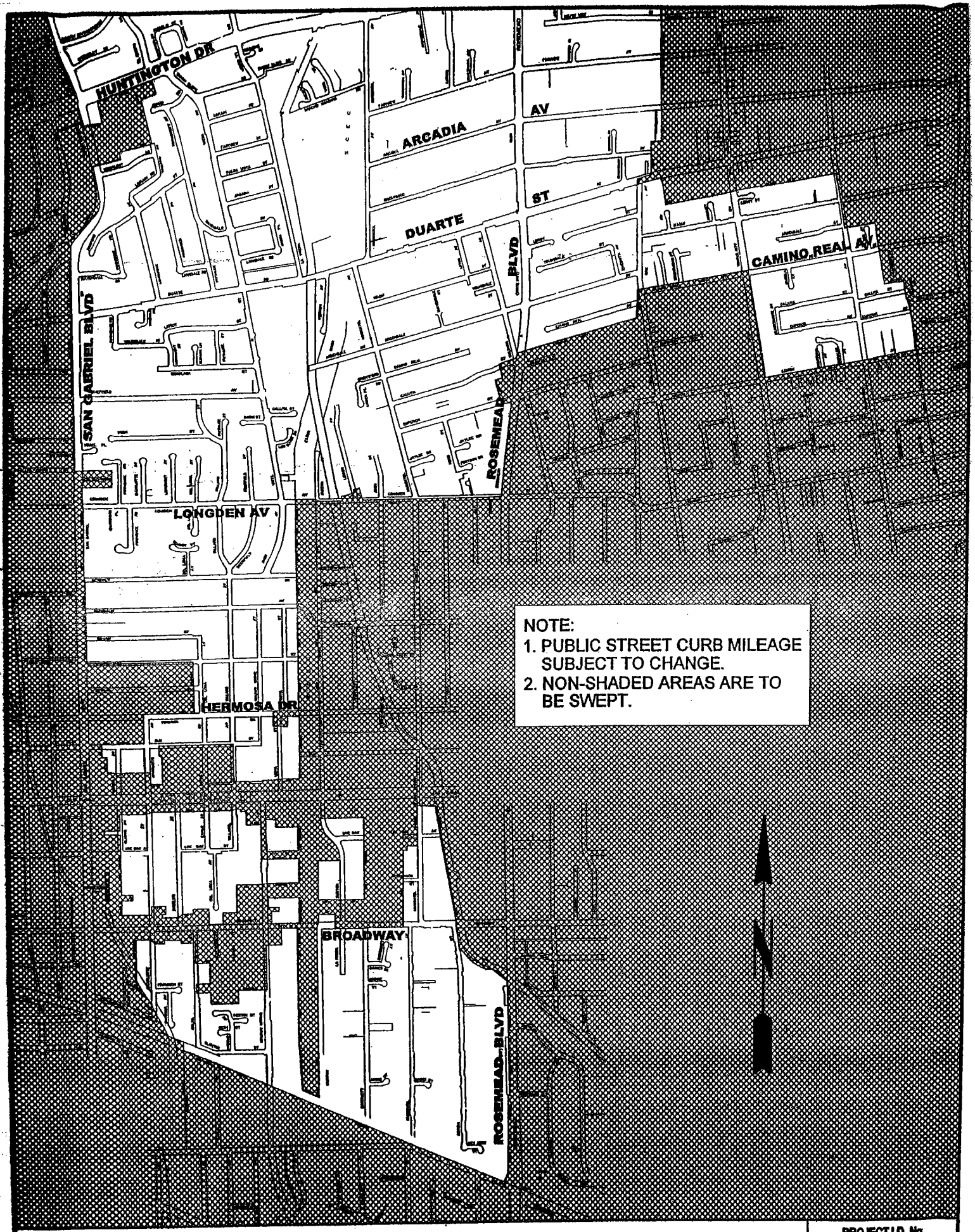
ASST. DEPUTY DIRECTOR-RD.MAINT.DIV. DATE

REVIEWED David A Stratton 4-25-06

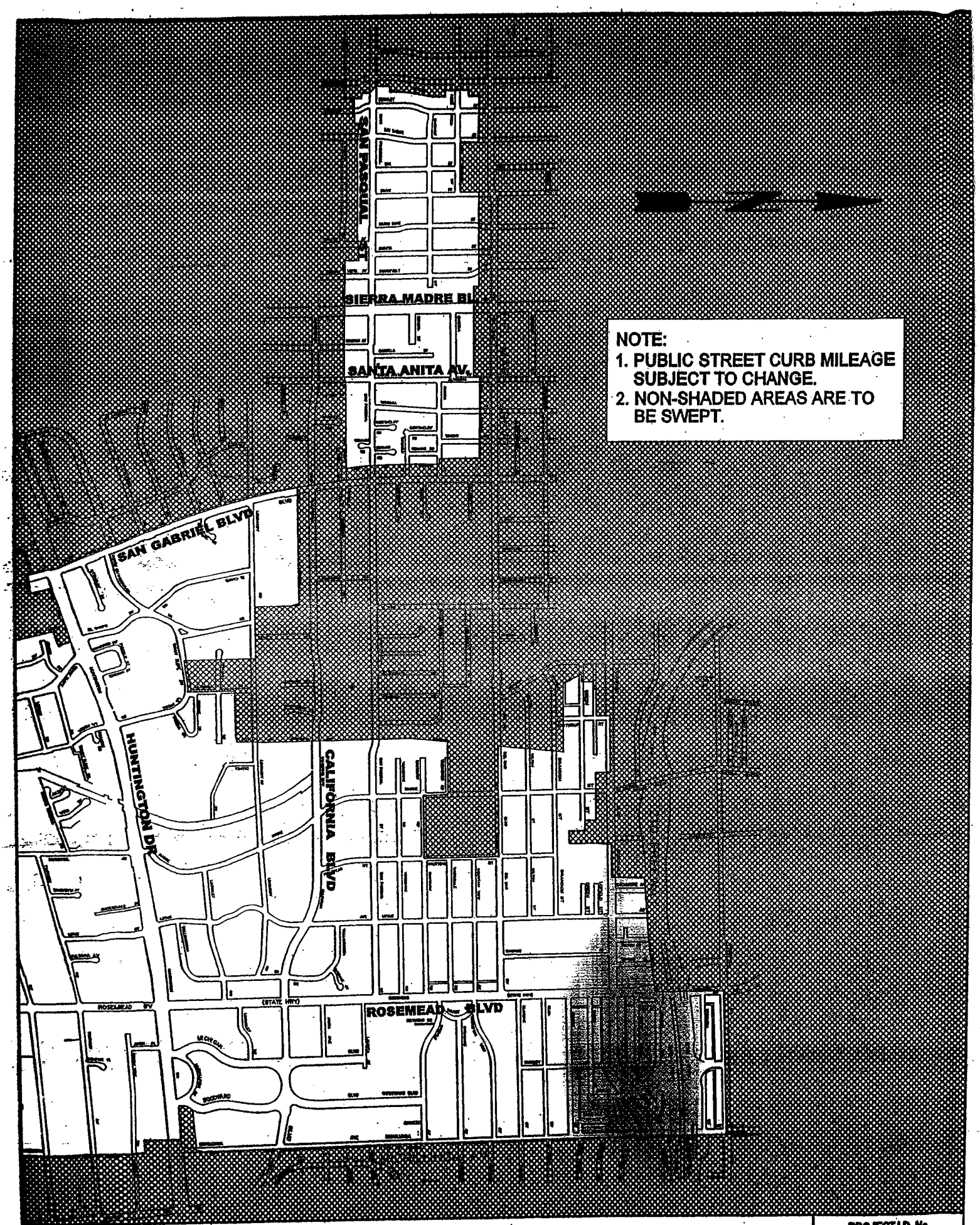
DISTRICT ENGINEER-RD.MAINT.DIST. 1 DATE

REFERENCES THOMAS GUIDE 566, 567, 596, 597, 636
ROAD DISTRICT 119, 519

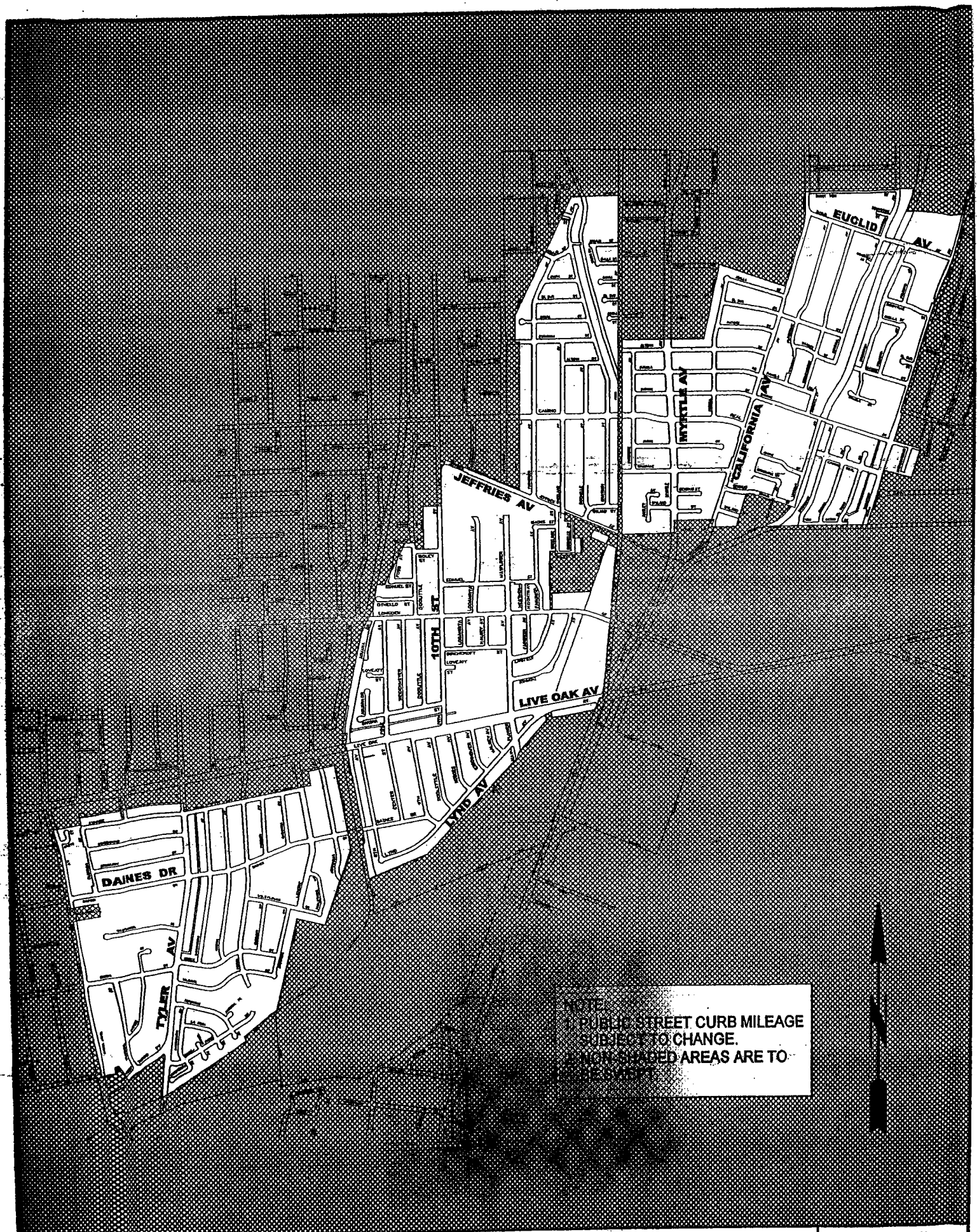
| PROJECT ENGINEER | C.E. NO. | DESIGNER | CHECKER | SHEET 1 OF 7 SHTS. |
|---|---|---|---|---|
| S. HOURANI | | R. OROZA | N. GEMENIANO | DWG. |



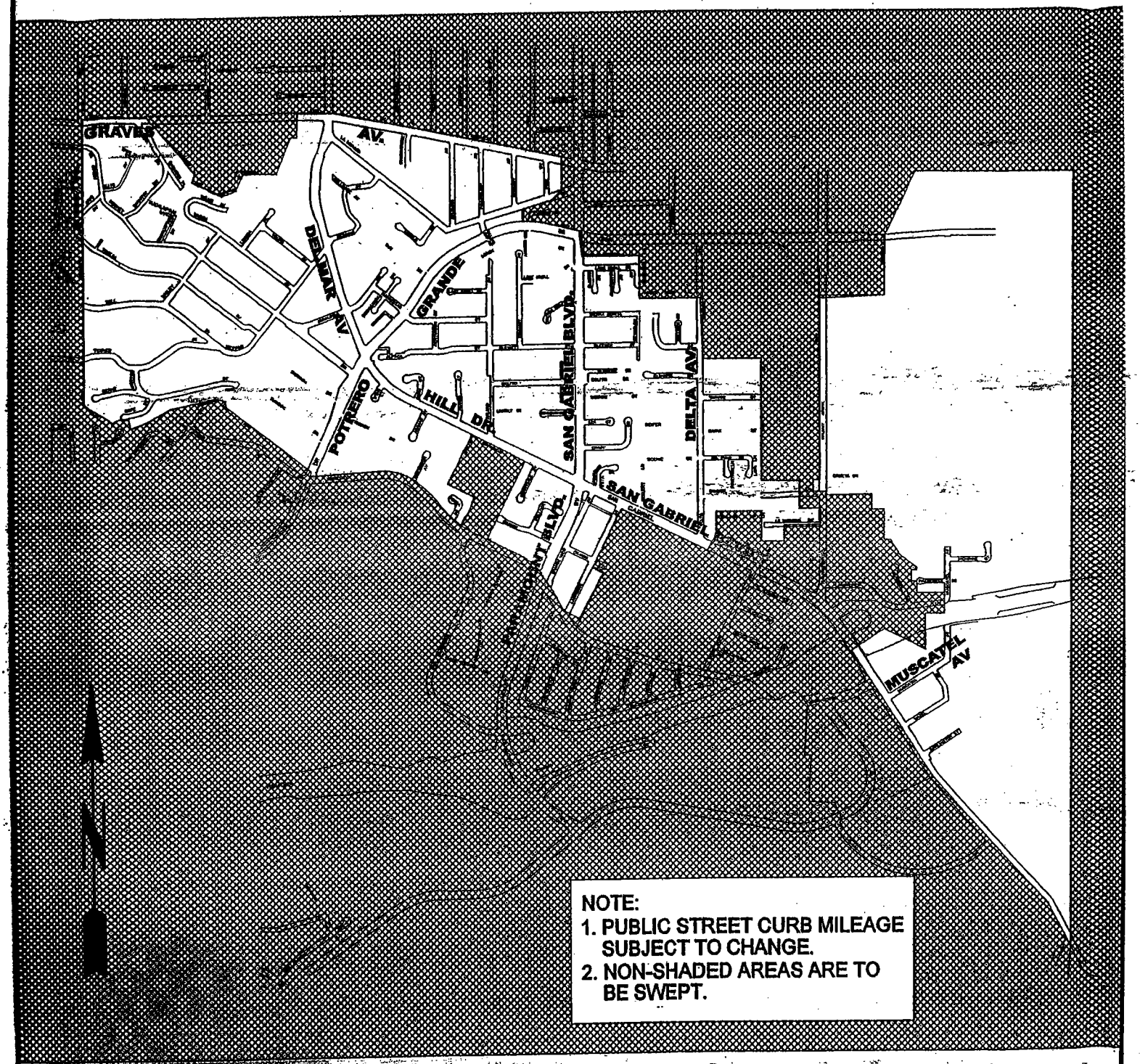

| PROJECT NAME | RD 119/519 AREA STREET SWEEPING | | | | | PROJECT I.D. No. RMD1506004 | |
|---|---|---|---|---|---|---|---|
| PROJECT ENGINEER | S. HOURANY | C.E. NO. C-5213 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1 | T.G. 596 | FILENAME | SCALE NONE | SHEET 2 OF 7 |




| PROJECT NAME | RD 119/519 AREA STREET SWEEPING | | | | | PROJECT I.D. No. RMD1506004 | |
|---|---|---|---|---|---|---|---|
| PROJECT | S. HOURANY | C.E. NO. | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS | T.G. | FILENAME | SCALE | SHEET |




| PROJECT NAME | RD 119/519 AREA STREET SWEEPING | | | | PROJECT I.D. No. RMD1506004 | |
|---|---|---|---|---|---|---|
| PROJECT | C.E. NO. | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS | T.G. | FILENAME | SCALE | SHEET |




NOTE:
1. PUBLIC STREET CURB MILEAGE SUBJECT TO CHANGE.
2. NON-SHADED AREAS ARE TO BE SWEPT.

| PROJECT NAME | RD 119/519 AREA STREET SWEEPING | | | | | PROJECT I.D. No. RMD1506004 |
|---|---|---|---|---|---|---|
| PROJECT | S. HOURANY | C.E. NO. | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS | T.G. | FILENAME | SCALE / SHEET |

## ALLEYS

## (TO BE SWEPT EVERY WEEK)

| ALLEY LOCATION | LIMITS | CURB MILES |
|---|---|---|
| Alley N/o Alpaca Street | Potrero Grande Drive to Alpaca Street | 0.08 |
| Alley N/o Colorado Boulevard | 150' W/o Fulton Avenue to Fulton Avenue | 0.06 |
| Alley N/o Colorado Boulevard | Rosemead Boulevard to Quigley Avenue | 0.32 |
| Alley N/o Colorado Boulevard | Quigley Avenue to 175' E/o Quigley Avenue | 0.07 |
| Alley N/o Colorado Boulevard | 270' W/o Walnut Street to Walnut Street | 0.10 |
| Alley S/o Colorado Boulevard | 358' E/o Kinneloa Avenue to 450' E/o Northrup Avenue | 0.15 |
| Alley S/o Colorado Boulevard | Rosemead Boulevard to Quigley Avenue | 0.31 |
| Alley S/o Colorado Boulevard | Quigley Avenue to Merion Avenue | 0.15 |
| Alley S/o Colorado Boulevard | Merion Avenue to Michillinda Avenue | 0.19 |
| Alley N/o Duarte Road | Vista Street to La Presa Drive | 0.27 |
| Alley W/o Foss Avenue | 30' N/o Alley N/o Live Oak Ave to 30' S/o Alley N/o Live Oak Ave | 0.02 |
| Alley S/o Foothill Boulevard | West Arboleda Street to East Arboleda Street | 0.32 |
| Alley S/o Foothill Boulevard | Arboleda Street to Michillinda Avenue | 0.33 |
| Alley N/o Freer Street | Tyler Avenue to 155' E/o Tyler Avenue | 0.06 |
| Alley S/o Green Street | Green Street to 515' S/o Green Street | 0.20 |
| Alley N/o Live Oak Avenue | 505' W/o Foss Avenue to Tenth Avenue | 0.48 |
| Alley N/o Live Oak Avenue | Tenth Avenue to 130' E/o Tenth Avenue | 0.05 |
| Alley S/o Live Oak Avenue | Eighth Avenue to 190' E/o Eighth Avenue | 0.03 |
| Alley W/o Michillinda Avenue | Oakdale Avenue to 250' S/o Oakdale Avenue | 0.05 |
| Alley W/o Mountain Avenue | Shrode Avenue to El Toro Road | 0.46 |
| Alley N/o Potrero Grande Drive | 305' N/o Potrero Grande Drive to Potrero Grande Drive | 0.12 |
| Alley W/o Rosemead Boulevard | Del Mar Boulevard to Grayburn Boulevard | 0.33 |
| Alley E/o Rosemead Boulevard | Corta Calle to Alley N/o Colorado Boulevard | 0.05 |
| Alley E/o Rosemead Boulevard | Alley S/o Colorado Boulevard to Mohawk Street | 0.14 |
| Alley W/o San Gabriel Boulevard | N/o Celito Dr. to S/o Celito Dr. | 0.16 |
| Alley S/o San Gabriel Boulevard | W/o Grandview Avenue to Grandview Avenue | 0.02 |
| Alley S/o San Gabriel Boulevard | Grandview Avenue to Lawrence Avenue | 0.11 |
| Alley E/o Tyler Avenue | Lynrose Street to Daines Drive | 0.33 |
| Alley E/o Tyler Avenue | Daines Drive to N/o Freer Street | 0.41 |
| | TOTAL PAVED ALLEY MILES: | 5.37 |

## CURBED MEDIANS

## (TO BE SWEPT EVERY WEEK)

| STREET NAME | LIMITS | SIDE | CURB MILES |
|---|---|---|---|
| California Boulevard | Michigan Boulevard to Michillinda Avenue | B/S | 0.35 |
| Duarte Road | Rosemead Boulevard to 300' E/o Rosemead Blvd. | B/S | 0.11 |
| Hill Drive | 206' W/o Kenneydale Ave. to San Gabriel Blvd. | B/S | 0.26 |
| Huntington Drive | San Gabriel Blvd. to 250' W/o Michillinda Avenue | B/S | 2.78 |
| Live Oak Avenue | 350' W/o Peck Road to 35' W/o Peck Road | B/S | 0.12 |
| Michigan Boulevard | Laurita Avenue to Huntington Drive | B/S | 0.87 |
| Michillinda Avenue | Foothill Blvd. to 300' S/o Colorado Blvd. | B/S | 0.41 |
| Paramount Boulevard | Hill Drive to Arroyo Drive | B/S | 0.36 |
| Potrero Grande Drive | Arroyo Drive to San Gabriel Boulevard | B/S | 1.50 |
| San Gabriel Boulevard | S/o Stonely Drive to 200' S/o Huntington Drive | B/S | 0.22 |
| San Gabriel Boulevard | Potrero Grande Drive to Hill Drive | B/S | 0.86 |
| San Gabriel Boulevard | Hill Road to 200' E/o Delta Avenue | B/S | 0.53 |
| San Gabriel Boulevard | Pomona Fwy. to 1075' W/o Lincoln Avenue | B/S | 1.02 |
| Santa Anita Avenue | 300' S/o Live Oak Ave. to Grand Ave. | E/S | 0.87 |
| Sierra Madre Boulevard | 300' S/o Del Mar Blvd. to 400' S/o San Pasqual St. | B/S | 0.61 |
| Woodward Boulevard | Oakdale Avenue to Huntington Drive | B/S | 1.23 |
| | | TOTAL CURB MILES: | 12.10 |

## SUMMARY OF CURB MILES

| TYPE | CURB MILES |
|---|---|
| Streets and Highways | 198.53 |
| Raised Curbed Medians | 12.10 |
| Paved Alleys | 5.37 |
| TOTAL CURB MILES: | 216.00 |

**NOTE: ALL CURBED PUBLIC STREETS INCLUDING CURBED MEDIANS AND ALLEYS WITHIN THE NON-SHADED AREAS FOUND ON SHEETS 2, 3, 4 AND 5 ARE TO BE SWEPT WEEKLY.**

COPY

# Nationwide Environmental Services®

Division of Joe's Sweeping, Inc.

*Sweeping Since 1968*

11914 Front Street • Norwalk, California 90650
(562) 860-0604 • (800) 222-5637
Fax (562) 868-5726 • info@nes-sweeping.com
www.nes-sweeping.com

# PROPOSAL

# FOR

# STREET SWEEPING SERVICES

# IN THE

# COUNTY OF LOS ANGELES

# FOR 3 LOCATIONS

## DUE DATE: SEPTEMBER 5, 2006 @ 5:30 P.M.

## SUBMITTED BY:


**NATIONWIDE ENVIRONMENTAL SERVICES**
**DIVISION OF JOE'S SWEEPING, INC.**
**11914 FRONT STREET**
**NORWALK, CA 90650**
**(562) 860-0604**

Nationwide Environmental Services® Division of Joe's Sweeping, Inc.

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Nationwide Environmental Services®
Division of Joe's Sweeping, Inc.

September 1, 2006

Mr. Scott Smith
Administration
County of Los Angeles
900 S. Fremont Avenue
Alhambra, CA 91803

Re: Street Sweeping Proposal

Dear Mr. Smith:

Please allow us the opportunity to introduce Nationwide Environmental Services (NES), ***one of the first certified street sweeping contractors in the nation.*** We have been providing street sweeping services to over 40 municipalities in the Southern California regions since 1968, including various locations in the County of Los Angeles. As a division of Joe's Sweeping, Inc., NES pledges to continue to provide the excellent and professional service that, historically, has been proven to be our company's most distinguishing attribute.

NES understands the requirements of the RFP and is committed to providing quality street sweeping services utilizing state-of-the-art equipment with a dedicated staff to ensure a clean, healthy and safe environment.

NES is interested in exploring the feasibility of contracting sweeping services with the County of Los Angeles and hopes the attached proposal will give the County staff a clear view of how our Company provides quality services.

If you have any questions, please feel free to contact the following authorized individuals:
Never Samuelian/President, Joe Samuelian/Vice-President and Ani Samuelian/Director
11914 Front Street, Norwalk, CA 90650
Ph. (562) 860-0604 • Fax (562) 868-5726 • Email: ani@nes-sweeping.com

Thank you for your consideration.

Sincerely,

Never Samuelian
President

# COMPANY BACKGROUND

Nationwide Environmental Services (NES), a division of Joe's Sweeping, Inc., was founded in 1968 by Joe Samuelian to provide parking lot sweeping services. Joe's mission statement at the time was "To provide quality sweeping services utilizing the latest state-of-the-art equipment and creating the highest level of customer service available." From a single sweeper company to a fleet of more than 70 sweeping and cleaning vehicles, serving over 40 municipalities, that mission statement is as true today as it was over 35 years ago.

Our extensive fleet of sweeping and cleaning vehicles continues to maintain municipalities, residential communities, business parks, parking facilities, construction sites, and sporting complexes. Our current contracts cover street sweeping services within the greater Los Angeles area, and the surrounding areas of Orange County, Ventura, San Bernardino, and Riverside with populations ranging from 10,000 to 200,000.

Our high level of customer service along with our reputation of providing quality services has been acknowledged by naPSa (north american Power Sweeping association) who has designated NES as one of the first Certified Sweeping Companies in the nation. (See Attached~ Letter of Certification)

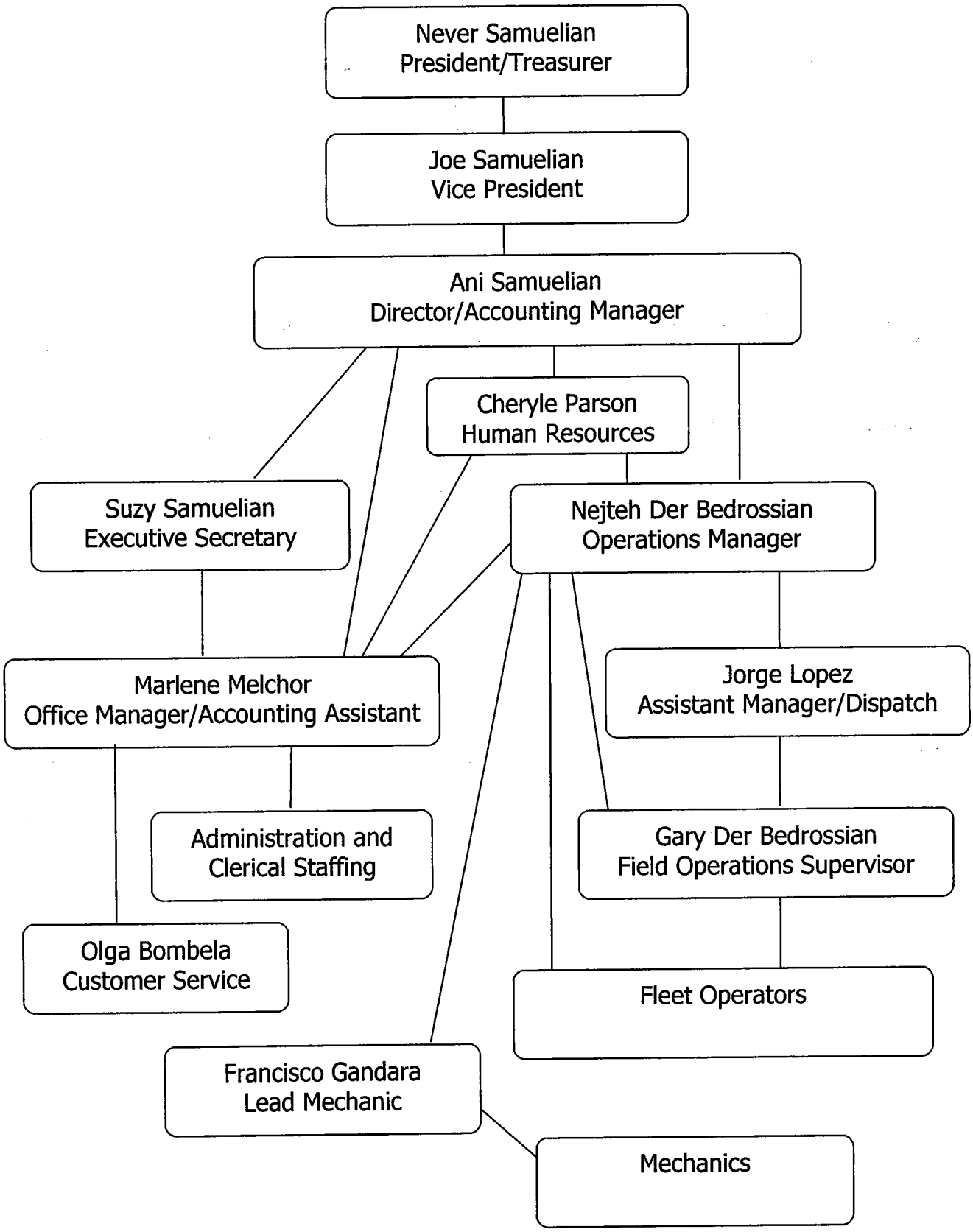
Our clean, efficient street sweeping services enhance a community's appearance. NES provides consistent and thorough sweeping services, thereby, ensuring a cleaner environment in which to reside and work. This type of environment promotes community pride and helps increase property values.

At NES we realize the importance of a clean and dependable fleet. Our vehicles are routinely cleaned and inspected which allows us to consistently present a positive image. Our truck mechanics are highly qualified and every driver is a trained professional. Everyone at NES is dedicated to keeping our fleet on the road and on time. Our motto is "Service First," which ensures, you the client, when a NES truck is in your community it is serious about keeping your community clean.

Our dedicated staff is committed to serving the community in the most environmental, safe, and efficient manner possible. We take great pride in our fleet and we make certain our customers and residents are satisfied with our sweeping performance.

Nationwide Environmental Services® Division of Joe's Sweeping, Inc.

# ORGANIZATIONAL CHART



# EXPERIENCE

NES is currently under contract with over 40 municipalities in which five are street sweeping contracts with the County of Los Angeles. Furthermore, NES is the current street sweeping contractor for Rowland Heights and Road District 119/519; therefore, NES is well aware of the scope of services in these areas.

NES employs a state-of-the-art 24 hours-a-day dispatch service should the need for re-sweeping or emergency requests arise. Moreover, NES has a fleet of over 70 sweeping and cleaning vehicles which are in excellent condition and maintained on a daily basis.

NES employs a staff of over 60 street sweeper operators which are experienced and dedicated in keeping the environment clean and free of debris. Our employees wear company issued uniforms, which we believe is just one step to preventing possible injury due to loose or unacceptable clothing attire. It is our company's policy to provide our employees with proper safety training, therefore, all employees attend regularly scheduled company safety meetings to ensure proper safety standards are being met for a safe work place. To assist NES in employee communication, all employees are equipped with digital two-way radios which allows NES the capability of communicating with its employees at any given time, thus, allowing NES to respond promptly to events and possible emergencies. NES meets all the regulatory requirements of all Federal, State and Local laws.

All company managers and supervisors have been employed with NES for over 15 years. They understand the importance of quality work and they make sure each and every employee is well trained to provide excellent services to our customers. Moreover, we schedule group and individual meetings on a regular basis to evaluate our employees' performances and discuss any issues that need to be addressed.

# PERSONNEL

NES maintains a drug-free workplace and employs a staff of over 60 sweeper operators including back-up personnel. This method of employing back-up sweeper operators allows NES to manage personnel changes without sacrificing the quality of service to any one of our customers.

At NES, employees are trained and competent to assure quick response along with professional services. Nonetheless, employees are knowledgeable about correct sweeping practices; therefore, they sweep each route according to the contract specifications and provide high quality services, *a basic standard of NES.*

NES provides 24/7 on-call street sweeping dispatch services, thus allowing us to respond immediately to emergencies or requests for service. Our customer service representatives offer immediate action to requests and complaints with follow-up responses within minutes. Employees are equipped with digital two-way radios which allows NES the capability of communicating with its employees.

NES has been known for its remarkable quality of service and stands above all others in the industry by providing excellent customer service. Ani Samuelian/Director and Nejteh Der Bedrossian/Operations Manager will manage and supervise the street sweeping contracts with the County of Los Angeles. Both individuals are highly trained and experienced in maintaining the highest level of customer service by focusing on guaranteed satisfaction. This experience is enhanced by their many years and excellent skills in the fields of marketing and customer service. Together their goal is to provide immediate response to service requests, billing or contract issues. Currently, both individuals oversee and administer over 40 street sweeping contracts in the Southern California area.

# STAFFING

**Executive:**

| | |
|---|---|
| Never Samuelian | President/Treasurer |
| Joe Samuelian | Vice President |
| Ani Samuelian | Director/Accounting Manager |
| Suzy Samuelian | Executive Secretary |

**Administrative:**

| | |
|---|---|
| Cheryle Parsons | Human Resources |
| Marlene Melchor | Office Manager/Accounting Assistant |
| Olga Bombela | Customer Service |
| Clerical Personnel | |

**Operations:**

| | |
|---|---|
| Nejteh Der Bedrossian | Operations Manager |
| Jorge Lopez | Assistant Manager/Dispatch |
| Gary Der Bedrossian | Field Operations Supervisor |
| Fleet Service Operators | |

**Mechanics:**

| | |
|---|---|
| Javier Gandara | Lead Mechanic |
| Mechanics | |

Nationwide Environmental Services® Division of Joe's Sweeping, Inc.

**RESUME**

# JOE SAMUELIAN

## Vice President

**EMPLOYMENT HISTORY:**

**NATIONWIDE ENVIRONMENTAL SERVICES**.....1968 to Present
(Founder and Vice-President)

**Current Responsibilities:** Oversee the planning and implementation of all company operations, goals, financials, programs and policies; contracts, insurance bonding, accounting, forecasting and reviewing of all company activities. Meet with clients and customers to assure the effectiveness of our operations and to establish a positive on-going working relationship. Analyze new procedures and equipment available to improve operations giving authority and approval to management staff to purchase major equipment. Participate in weekly meetings to research, plan and provide positive input in regard to the operations of the company and evaluate quality, efficiency and effectiveness of the overall operation.

**PROFESSIONAL SKILLS:** Multi-lingual: English, Spanish, Armenian, Arabic, Turkish

**EDUCATION:**

Aleppo College. Aleppo, Syria.
Course of study included: Business Management
**Contractors State License Board:**
**General Building Contractor - Class B #600689**
**Painting & Decorating - Class C33 #0222407**

**AFFILIATIONS:**

L.A. Chapter Maintenance Superintendents Association
north american Power Sweeping association (naPSa)

Nationwide Environmental Services® Division of Joe's Sweeping, Inc.

**RESUME**

# ANI SAMUELIAN

## Director

**EMPLOYMENT HISTORY:**

**NATIONWIDE ENVIRONMENTAL SERVICES . . . . . .** 1994 to Present

2004. . . . .Director
2000. . . . .Administrator
1995. . . . .Human Resources
1994. . . . .Accounting

**Current Responsibilities:** Oversee daily operations; contract management; accounts payable/receivable/payroll. Assist in establishing effective company goals and evaluate all insurance and bonding policies and procedures. Responsible for developing and implementing marketing strategies. Provide adequate communication with staff to identify problems and coordinate corrective action plans. Coordinate with department heads to facilitate efficient management functions. Participate in weekly meetings to discuss daily operations performance, regulatory issues, client concerns and company policies and procedures. Responsible for ensuring compliance of all State and Federal laws and regulations. Oversee Human Resources and Public Relations.

**PROFESSIONAL SKILLS:** Bilingual: English and Armenian

**EDUCATION:** Southern California College of Business & Law.

**AFFILIATIONS:** L.A. Chapter Maintenance Superintendents Association
north american Power Sweeping association (naPSa)

Nationwide Environmental Services® Division of Joe's Sweeping, Inc.

**RESUME**

# NEJTEH DER BEDROSSIAN

## Operations Manager

**EMPLOYMENT HISTORY:**

**NATIONWIDE ENVIRONMENTAL SERVICES** .....1987 to Present

1995 ....Operations Manager
1993 ....Assistant Operations Manager
1987 ....Sweeper Operator

**Current Responsibilities:** Oversee and supervise the daily operations of the plant. Responsible for organizing daily service routes and schedules for an effective operation; managing disposal operations; monitoring and inspecting field operations; project point liaison for emergency callouts or request for services; monitors and reviews GPS tracking system reports. Oversee and supervise the daily maintenance and cleanliness of all vehicles. Perform cost comparison analysis to determine the most efficient and cost effective way to provide services to our clients. Responsible for inventory control of the plant and purchases for maintaining an effective operation. Participate in weekly meetings to discuss daily operations performance, regulatory issues, client concerns and company policies and procedures. Responsible for ensuring compliance of all State and Federal laws and regulations.

**PROFESSIONAL SKILLS:** Multi-lingual: English, Spanish, Armenian, Arabic, Turkish

**EDUCATION:** Rio Hondo College, Business Administration

**AFFILIATIONS:** L. A. Chapter - Maintenance Superintendents Association
north american Power Sweeping association (naPSa)

## Work Description

Nationwide Environmental Services (NES) general work plan to meet street sweeping requirements for the County of Los Angeles incorporates a well-managed administration and operational structure supported by interdepartmental team work. NES' operations manager will meet with County representatives to examine and evaluate the sweeping schedule according to contract specifications and schedules.

NES will sweep all public streets, paved alleys and curbed medians within the Project limits as indicated in Exhibits E.1, E.2 and E.3. Our primary objective is to remove all leaves, paper, dirt, rocks, glass, bottles, cans and other debris to ensure free flow of water in the gutter and to maintain streets in a state of cleanliness. NES provides consistent and thorough sweeping services, thereby, ensuring not only a cleaner environment in which to reside and work, but additionally, assists communities in diverting debris from storm drain systems. The diversion of debris is an important step in meeting NPDES (National Pollutant Discharge Elimination System) mandates.

Furthermore, employees are experienced, trained and expected to make a "Clean Sweep" (i.e., passes required to eliminate debris from all areas) of all streets. Employees fully understand their responsibilities and debris not picked up by the street sweeper will be hand swept by the driver before leaving the area. Employees will be driving at speeds of not more than six miles per hour in Road District 119/519 and Rowland Heights and not more than eight miles per hour in City Terrace.

All debris and refuse collected from street sweeping will be hauled to a legally established disposal facility at no additional cost to the County. NES will furnish all water necessary for sweeping operations to minimize dust.

## Work Schedule

Within 30 days after notification of award, NES will provide a finalized and working alternate day sweeping schedule (sweeping two sides of a street on two separate consecutive days) for Rowland Heights and Road District 119/519 to the Contract Manager for approval. The sweeping schedule will include the curb miles and paved alley miles of streets, alleys and medians to be swept daily, as well as the starting time. In addition, NES will submit a route map showing streets, alleys and medians to be swept each day and will adhere to the following guidelines:

1. Streets that have parking restrictions will be swept only during the posted day and hour.
2. Streets will not be swept on the same day as trash pick-up. Whenever feasible, sweeping will be performed the day after trash pick-up.
3. Streets adjacent to schools and commercial developments will be swept prior to 7:00 a.m. or such time as daily public activities start.

4. Streets adjacent to apartments, condominiums or other areas where all night street parking is prevalent will be swept after 8:00 a.m.
5. Major highways will not be swept during peak traffic hours.
6. Residential areas will not be swept prior to 7:00 a.m. or after 3:30 p.m.
7. Street sweeping will be scheduled so that both sides of a street are not swept in the same day, unless the Contract Manager directs us to do so.

**Inspection/Quality Control**

Upon award, NES will designate a primary and alternative Quality Control Representative to implement a quality control plan. The representative will routinely inspect and monitor the work to ensure compliance with the plans, specifications and approved sweeping schedules.

Employees are required to complete detailed daily logs which are reviewed by management. Moreover, supervisors are in the field everyday to monitor and inspect the sweeping performance of each vehicle and driver. Weekly management meetings are scheduled with the executive staff to ensure optimum coordination and address and resolve any concerns.

**Equipment Compliance, Laws and Regulations**

NES is in compliance with all applicable laws and regulations, including, but not limited to all Air Quality Management District (AQMD) regulations. All equipment utilized for sweeping services are compliant with AQMD Rules 1186 and 1186.1. In the event of a mechanical breakdown of an alternate-fuel street sweeper, NES will comply with AQMD Rule 430.

Street sweepers are maintained daily, both mechanically and in appearance. All street sweepers will be clearly marked with our company name, phone number and vehicle number. Sweeper operators will be equipped with two-way radios and cellular phones. In addition, all street sweepers will be equipped with GPS tracking systems (Teletrac) which will be capable of reporting real time data.

**Reports**

NES will submit reports to the Contract Manager on the second working day of each week for the previous week, indicating the following:

1. Curb miles and paved alley miles swept each day.
2. Scheduled curb miles and paved alley miles swept and areas missed.
3. When missed areas were swept.
4. Number of complaints received each day.
5. Reasons scheduled sweeping was not performed or completed as scheduled.
6. Waste tonnage summary reports and copies of receipts.

**Additional Sweeping/Inclement Weather/Holidays**

NES will provide additional sweeping of any street and alley within the areas shown on the plans at any time when ordered by the Contract Manager. The additional sweeping will be invoiced at the price per curb mile or paved alley mile, as appropriate. The method of payment may be determined by the Contract Manager.

If inclement weather prevents adherence to the regular sweeping schedule for two days or less in a given week, NES will sweep the affected areas prior to the next sweeping schedule, if ordered by the Contract Manager.

When a holiday or observance as specified in the Government Code of the State of California occurs on a regular scheduled sweeping day and the subject sweeping area is not swept, upon approval from the Contract Manager, NES will sweep the affected areas within two working days of the regular scheduled sweeping day without interruption of the regular sweeping schedule.

**Complaints**

Complaints brought to our attention prior to 3:00 p.m. will be investigated and resolved that same day and complaints brought to our attention after 3:00 p.m. will be investigated and resolved before noon on the following day. In addition, sweeper operators are trained to contact the office at the end of their shift to determine if any complaints were logged; if so, the employee would immediately rectify the issue before returning to NES. Complaint forms will be filled out for each complaint including the steps taken to resolve the complaint.

# SUBCONTRACTORS

There will be no subcontractors used.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

06/01/2007

DATE (MM/DD/YY) 05/30/2006

**PRODUCER**
Lockton Insurance Brokers, Inc.
725 S. Figueroa Street, 35th Fl.
CA License #0714705
Los Angeles CA 90017
(213) 689-0065

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

**INSURERS AFFORDING COVERAGE**

**INSURED**
1026052
Joe's Sweeping, Inc. DBA:
Nationwide Environmental Services
and JNL Building Services
11914 Front St.
Norwalk CA 90650

INSURER A: U.S. Fire
INSURER B: St. Paul Fire & Marine Ins. Co.
INSURER C:
INSURER D:
INSURER E:

**THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.**

**COVERAGES** JOESW01 S5

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

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC | 5437101474 | 06/01/2006 | 06/01/2007 | EACH OCCURRENCE<br>FIRE DAMAGE (Any one fire)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 300,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | 1337203557 | 06/01/2006 | 06/01/2007 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX |
| | GARAGE LIABILITY<br>ANY AUTO | NOT APPLICABLE | | | AUTO ONLY - EA ACCIDENT<br>OTHER THAN AUTO ONLY: EA ACC<br>AGG | $ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX |
| B | EXCESS LIABILITY<br>X OCCUR CLAIMS MADE<br>DEDUCTIBLE X UMBRELLA FORM<br>X RETENTION $ 10,000 | QK04500050 | 06/01/2006 | 06/01/2007 | EACH OCCURRENCE<br>AGGREGATE | $ 1,000,000<br>$ 1,000,000<br>$ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | 4086902259 | 06/01/2006 | 06/01/2007 | X WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| | OTHER | | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

**CERTIFICATE HOLDER** ADDITIONAL INSURED; INSURER LETTER: ____

2046109
Evidence Only

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



For questions regarding this certificate, contact the number listed in the 'Producer' section above and specify the client code 'JOESW01'.

© ACORD CORPORATION 1988

FORM PW-1

# VERIFICATION OF PROPOSAL

| DATE: September 1, 2006 | THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS: |
|---|---|

1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.

2. NAME OF SERVICE: Street sweeping services for 3 locations

**DECLARANT INFORMATION**

3. NAME OF DECLARANT: Never Samuelian

4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER(S).

5. MY TITLE, CAPACITY, OR RELATIONSHIP TO THE PROPOSER(S) IS: President

**PROPOSER INFORMATION**

| | | | |
|---|---|---|---|
| 6. Proposer's full legal name: Joe's Sweeping, Inc. | | | Telephone No.: (562) 860-0604 |
| Address: 11914 Front Street, Norwalk, CA 90650 | | | Fax No.: (562) 868-5726 |
| e-mail: ani@nes-sweeping.com | County WebVen No.: 50587701 | IRS No.: 95-4251996 | Business License No.: 103960 |
| 7. Proposer's fictitious business name(s) or dba(s) (if any): Nationwide Environmental Services & JNL Building Services | | | |
| County(s) of Registration: Los Angeles | | State: California | Year(s) became DBA: 1990 & 1996 |

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

| | | |
|---|---|---|
| ☐ Sole proprietor | Name of Proprietor: | |
| ☒ A corporation: | Corporation's principal place of business: 11914 Front Street, Norwalk, CA 90650 | |
| | State of incorporation: California | Year incorporated: 1989 |
| ☐ Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts | President/CEO: | |
| | Secretary: | |
| ☐ A general partnership: | Names of partners: | |
| ☐ A limited partnership: | Name of general partner: | |
| ☐ A joint venture of: | Names of joint venturers: | |
| ☐ A limited liability company: | Name of managing member: | |

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

| | | | |
|---|---|---|---|
| Name(s) Never Samuelian | Title President | Phone (562) 860-0604 | Fax (562) 868-5726 |
| Street 11914 Front Street | City Norwalk | State California | Zip 90650 |
| Name(s) Joe Samuelian | Title Vice President | Phone (562) 860-0604 | Fax (562) 868-5726 |
| Street 11914 Front Street | City Norwalk | State California | Zip 90650 |

10. Is your firm wholly or majority owned by, or a subsidiary of another firm? ☒ No ☐ Yes
If yes, name of parent firm: _____
State of incorporation/registration of parent firm: _____

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

12. Is your firm involved in any pending acquisition or merger? ☒ No ☐ Yes
If yes, indicate the associated company's name: _____

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

14. CHECK ONE: ☒ (a) I am making these representations on my personal knowledge; OR
☐ (b) I am making these representations based on information and belief that they are true.

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

Signature of Proposer or Authorized Agent: Never Samuelian Date: September 1, 2006

Type name and title: Never Samuelian, President

FORM PW-2.1

## SCHEDULE OF PRICES

## CITY TERRACE STREET SWEEPING

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. The Total Annual Proposed Price shall be applicable to the two, 1-year option years.

| ITEM | DESCRIPTION | UNIT | ANNUAL QUANTITY | UNIT PRICE | ANNUAL PRICE |
|---|---|---|---|---|---|
| 1. | Sweeping of curbed streets[1] | Curb Miles (CM)[2] | 4,888 | $43.52* | $212,725.76* |
| 2. | Sweeping of paved alleys | Paved Alley Miles (PM)[3] | 296.4 | $43.52* | $*12,899.33* |
| | | | | Total Annual Proposed Price = | $225,625.09* |

**WRITE OUT TOTAL ANNUAL PROPOSED PRICE:**

Two Hundred Twenty Five Thousand Six Hundred Twenty Five Dollars and Nine Cents.

| | | |
|---|---|---|
| LEGAL NAME OF PROPOSER<br>Nationwide Environmental Services a division of Joe's Sweeping, Inc. | | |
| SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL<br>[signature] | | |
| TITLE OF AUTHORIZED PERSON<br>President | | |
| DATE<br>September 1, 2006 | STATE CONTRACTOR'S LICENSE NUMBER<br>N/A | LICENSE TYPE<br>N/A |
| PROPOSER'S ADDRESS:<br>11914 Front Street<br>Norwalk, CA 90650 | | |
| PHONE<br>(562) 860-0604 | FACSIMILE<br>(562) 868-5726 | E-MAIL<br>ani@nes-sweeping.com |

[1]Sweeping curbed streets and alleys includes sweeping of curbed and painted medians, furnishing of water, and proper disposal of all debris resulting from sweeping operations.
[2]A Curb Mile (CM) shall equal a swept path not less than five feet wide for a total length of 5,280 feet. (See Exhibit A, paragraph C, Services to be Performed)
[3]A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet. (See Exhibit A, paragraph C, Services to be Performed)

FORM PW-2.2

## SCHEDULE OF PRICES

## ROWLAND HEIGHTS STREET SWEEPING

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. The Total Annual Proposed Price shall be applicable to the two, 1-year option years.

| ITEM | DESCRIPTION | UNIT | ANNUAL QUANTITY | UNIT PRICE | ANNUAL PRICE |
|---|---|---|---|---|---|
| 1. | Sweeping of curbed streets[1] | Curb Miles (CM)[2] | 10,196 | $21.46* | $218,806.16* |
| 2. | Sweeping of paved alleys | Paved Alley Miles (PM)[3] | 101 | $21.46* | $**2,167.46* |
| | | | | Total Annual Proposed Price = | $220,973.62* |

**WRITE OUT TOTAL ANNUAL PROPOSED PRICE:**
Two Hundred Twenty Thousand Nine Hundred Seventy Three Dollars and Sixty Two Cents.

| | | |
|---|---|---|
| LEGAL NAME OF PROPOSER<br>Nationwide Environmental Services a division of Joe's Sweeping, Inc. | | |
| SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL<br>neran Smulin | | |
| TITLE OF AUTHORIZED PERSON<br>President | | |
| DATE<br>September 1, 2006 | STATE CONTRACTOR'S LICENSE NUMBER<br>N/A | LICENSE TYPE<br>N/A |
| PROPOSER'S ADDRESS:<br>11914 Front Street<br>Norwalk, CA 90650 | | |
| PHONE<br>(562) 860-0604 | FACSIMILE<br>(562) 868-5726 | E-MAIL<br>ani@nes-sweeping.com |

[1]Sweeping curbed streets and alleys includes sweeping of curbed and painted medians, furnishing of water, and proper disposal of all debris resulting from sweeping operations.
[2]A Curb Mile (CM) shall equal a swept path not less than five feet wide for a total length of 5,280 feet. (See Exhibit A, paragraph C, Services to be Performed)
[3]A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet. (See Exhibit A, paragraph C, Services to be Performed)

FORM PW-2.3

## SCHEDULE OF PRICES

## ROAD DISTRICT 119/519 STREET SWEEPING

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. The Total Annual Proposed Price shall be applicable to the two, 1-year option years.

| ITEM | DESCRIPTION | UNIT | ANNUAL QUANTITY | UNIT PRICE | ANNUAL PRICE |
|---|---|---|---|---|---|
| 1. | Sweeping of curbed streets[1] | Curb Miles (CM)[2] | 10,953 | $21.90* | $239,870.70* |
| 2. | Sweeping of paved alleys | Paved Alley Miles (PM)[3] | 280 | $21.90* | $**6,132.00* |
| | | | | Total Annual Proposed Price = | $246,002.70* |

**WRITE OUT TOTAL ANNUAL PROPOSED PRICE:**
Two Hundred Forty Six Thousand Two Dollars and Seventy Cents.

| | | |
|---|---|---|
| LEGAL NAME OF PROPOSER<br>Nationwide Environmental Services a division of Joe's Sweeping, Inc. | | |
| SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL<br>[signature] | | |
| TITLE OF AUTHORIZED PERSON<br>President | | |
| DATE<br>September 1, 2006 | STATE CONTRACTOR'S LICENSE NUMBER<br>N/A | LICENSE TYPE<br>N/A |
| PROPOSER'S ADDRESS:<br>11914 Front Street<br>Norwalk, CA 90650 | | |
| PHONE<br>(562) 860-0604 | FACSIMILE<br>(562) 868-5726 | E-MAIL<br>ani@nes-sweeping.com |

[1]Sweeping curbed streets and alleys includes sweeping of curbed and painted medians, furnishing of water, and proper disposal of all debris resulting from sweeping operations.
[2]A Curb Mile (CM) shall equal a swept path not less than five feet wide for a total length of 5,280 feet. (See Exhibit A, paragraph C, Services to be Performed)
[3]A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet. (See Exhibit A, paragraph C, Services to be Performed)

**FORM PW-3**

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

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

| | | |
|---|---|---|
| Company Name: Nationwide Environmental Services a division of Joe's Sweeping, Inc. | | |
| Company Address: 11914 Front Street | | |
| City: Norwalk | State: CA | Zip Code: 90650 |
| Telephone Number: (562) 860-0604 | | |
| (Type of Goods or Services): Street sweeping services | | |

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

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

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

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

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

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

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

**Part II: Certification of Compliance**

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

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

| | |
|---|---|
| Print Name: Never Samuelian | Title: President |
| Signature: Never Samuelian | Date: September 1, 2006 |

FORM PW-4

# CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Street sweeping services for 3 locations
SERVICE BY PROPOSER Street sweeping services
PROPOSAL DATE: September 1, 2006

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

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

| | 2001 | 2002 | 2003 | 2004 | 2005 | Total | Current Year to Date |
|---|---|---|---|---|---|---|---|
| 1. Number of contracts. | 67 | 53 | 55 | 54 | 51 | 279 | 51 |
| 2. Total dollar amount of Contracts (in thousands of dollars). | 5.3 Million | 5.9 Million | 6.6 Million | 7.0 Million | 7.2 Million | 32 Million | 4.8 Million |
| 3. No. of fatalities. | None | None | None | None | None | None | None |
| 4. No. of lost workday cases. | None | None | None | None | None | None | None |
| 5. No. of lost workday cases involving permanent transfer to another job or termination of employment. | None | None | None | None | None | None | None |
| 6. No. of lost workdays. | None | None | None | None | None | None | None |

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

Never Samuelian
Name of Proposer or Authorized Agent (print)

Never Samuelian
Signature

September 1, 2006
Date

**FORM PW-5**

# CONFLICT OF INTEREST CERTIFICATION

I, Never Samuelian

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

of Nationwide Environmental Services a division of Joe's Sweeping, Inc.
Name of proposer

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

> **Contracts Prohibited.** A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.
>
> 1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
>
> 2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
>
> 3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
>
> (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
>
> (b) Participated in any way in developing the contract of its service specifications; and
>
> 4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

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

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

Signed Never Samuelian  Date September 1, 2006

**TRADE SECRET** **CONFIDENTIAL**

**FORM PW-6**

## PROPOSER'S REFERENCE LIST

**PROPOSED CONTRACT FOR:** Street sweeping services for 3 locations

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

### A. COUNTY OF LOS ANGELES AGENCIES

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

| | |
|---|---|
| SERVICE: Street Sweeping | DATES: 1996 to Present |
| DEPT/ DISTRICT: Marina Del Rey | |
| CONTACT: Jeff Donaldson | |
| TELEPHONE: (310) 348-6448 | |
| FAX: (310) 649-0402 | |
| EMAIL: jdonald@ladpw.org | |

| | |
|---|---|
| SERVICE: Street Sweeping | DATES: 2000 to Present |
| DEPT/DISTRICT: Road District 119/519 | |
| CONTACT: Ray Martinez | |
| TELEPHONE: (626) 337-1277 | |
| FAX: (626) 962-3982 | |
| EMAIL: rmartine@dpwlacounty.gov | |

| | |
|---|---|
| SERVICE: Street Sweeping | DATES: 2000 to Present |
| DEPT/ DISTRICT: Rowland Heights | |
| CONTACT: Ray Martinez | |
| TELEPHONE: (626) 337-1277 | |
| FAX: (626) 962-3982 | |
| EMAIL: rmartine@dpwlacounty.gov | |

| | |
|---|---|
| SERVICE: Street Sweeping | DATES: 2003 to Present |
| DEPT/DISTRICT: Flood Control Facilities | |
| CONTACT: Gus Nakhoul | |
| TELEPHONE: (626) 458-4152 | |
| FAX: (626) 458-4150 | |
| EMAIL: gnakhoul@ladpw.org | |

### B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

| | |
|---|---|
| SERVICE: Street Sweeping | DATES: 1994 to Present |
| AGENCY/ FIRM: City of Norwalk | |
| ADDRESS: 12700 Norwalk Blvd., Norwalk, CA 90650 | |
| CONTACT: Gary DiCorpo | |
| TELEPHONE: (562) 929-5511 | |
| FAX: (562) 929-5503 | |
| EMAIL: gdicorpo@ci.norwalk.ca.us | |

| | |
|---|---|
| SERVICE: Street Sweeping | DATES: 1999 to Present |
| AGENCY/ FIRM: City of Huntington Beach | |
| ADDRESS: 2000 Main St., Huntington Beach, CA 92648 | |
| CONTACT: Jason Churchill | |
| TELEPHONE: (714) 536-5611 | |
| FAX: (714) 375-5099 | |
| EMAIL: jchurchill@surfcity-hb.org | |

| | |
|---|---|
| SERVICE: Street Sweeping | DATES: 1990 to Present |
| AGENCY/ FIRM: City of Montebello | |
| ADDRESS: 1600 W. Beverly Blvd., Montebello, CA 90640 | |
| CONTACT: Jesse Hernandez | |
| TELEPHONE: (323) 887-4616 | |
| FAX: (323) 887-4716 | |
| EMAIL: jhernandez@cityofmontebello.com | |

| | |
|---|---|
| SERVICE: Street Sweeping | DATES: 2003 to Present |
| AGENCY/ FIRM: City of Downey | |
| ADDRESS: 11111 Brookshire Ave., Downey, CA 90241 | |
| CONTACT: Tim Graves | |
| TELEPHONE: (562) 904-1452 | |
| FAX: (562) 869-9832 | |
| EMAIL: tgraves@downeyca.org | |

**TRADE SECRET** **CONFIDENTIAL**

**FORM PW-6**

## PROPOSER'S REFERENCE LIST

**PROPOSED CONTRACT FOR:** Street sweeping services for 3 locations

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

### A. COUNTY OF LOS ANGELES AGENCIES

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

| | |
|---|---|
| SERVICE: Street Sweeping | DATES: 1997 to Present |
| DEPT/ DISTRICT: S. & W. Whittier | |
| CONTACT: Ricardo Gordillo | |
| TELEPHONE: (562) 869-1176 | |
| FAX: (562) 862-3718 | |
| EMAIL: rgordill@ladpw.org | |

| | |
|---|---|
| SERVICE: Street Sweeping | DATES: July 2006 to Present |
| DEPT/DISTRICT: Valinda/Hacienda Heights | |
| CONTACT: David Oboza | |
| TELEPHONE: (626) 337-1277 | |
| FAX: (626) 962-3982 | |
| EMAIL: doboza@dpw.lacounty.gov | |

| | |
|---|---|
| SERVICE: | DATES: |
| DEPT/ DISTRICT: | |
| CONTACT: | |
| TELEPHONE: | |
| FAX: | |
| EMAIL: | |

| | |
|---|---|
| SERVICE: | DATES: |
| DEPT/DISTRICT: | |
| CONTACT: | |
| TELEPHONE: | |
| FAX: | |
| EMAIL: | |

### B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

| | |
|---|---|
| SERVICE: | DATES: |
| AGENCY/ FIRM: | |
| ADDRESS: | |
| CONTACT: | |
| TELEPHONE: | |
| FAX: | |
| EMAIL: | |

| | |
|---|---|
| SERVICE: | DATES: |
| AGENCY/ FIRM: | |
| ADDRESS: | |
| CONTACT: | |
| TELEPHONE: | |
| FAX: | |
| EMAIL: | |

| | |
|---|---|
| SERVICE: | DATES: |
| AGENCY/ FIRM: | |
| ADDRESS: | |
| CONTACT: | |
| TELEPHONE: | |
| FAX: | |
| EMAIL: | |

| | |
|---|---|
| SERVICE: | DATES: |
| AGENCY/ FIRM: | |
| ADDRESS: | |
| CONTACT: | |
| TELEPHONE: | |
| FAX: | |
| EMAIL: | |

FORM PW-7

# PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name Nationwide Environmental Services a division of Joe's Sweeping, Inc.

Address 11914 Front Street, Norwalk, CA 90650

Internal Revenue Service Employer Identification Number 95-4251996

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

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

Proposer Nationwide Environmental Services a division of Joe's Sweeping, Inc.

Authorized representative Never Samuelian

Signature Never Samuelian

Date September 1, 2006

FORM PW-8

# LIST OF SUBCONTRACTORS

The proposer is required to fill in the following blanks.

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

| Name under which Subcontractor is licensed | License Number | Address | Specific Description of Subcontract work |
|---|---|---|---|
| N/A | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

FORM PW-9

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

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

FIRM NAME: Nationwide Environmental Services a division of Joe's Sweeping, Inc.

My County (WebVen) Vendor Number: 50587701

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

| | |
|---|---|
| ☐ I AM NOT<br>☒ I AM | A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission. |
| ☒ | As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference. |

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

| | | | | | |
|---|---|---|---|---|---|
| **Business Structure:** | ☐ Sole | ☐ Partnership | ☒ Corporation | ☐ Nonprofit | ☐ Franchise |

☐ Other (Please Specify):

**Total Number of Employees** (including owners): 72

**Race/Ethnic Composition of Firm.** Please distribute the above total number of individuals into the following categories:

| Race/Ethnic Composition | Owners/Partners/ Associate Partners | | Managers | | Staff | |
|---|---|---|---|---|---|---|
| | Male | Female | Male | Female | Male | Female |
| Black/African American | | | | | 2 | |
| Hispanic/Latino | | | 1 | 1 | 53 | 1 |
| Asian or Pacific Islander | | | | | | |
| American Indian | | | | | | |
| Filipino | | | | | | |
| White | 1 | 1 | 2 | 1 | 7 | 2 |

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

| | Black/African American | Hispanic/ Latino | Asian or Pacific Islander | American Indian | Filipino | White |
|---|---|---|---|---|---|---|
| Men | % | % | % | % | % | 40 % |
| Women | % | % | % | % | % | 60 % |

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

| Agency Name | Minority | Women | Disadvantaged | Disabled Veteran | Expiration Date |
|---|---|---|---|---|---|
| N/A | | | | | |
| | | | | | |

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

| Authorized Signature: | Title: | Date: |
|---|---|---|
| [signature] | President | September 1, 2006 |

**FORM PW-10**

# GAIN/GROW EMPLOYMENT COMMITMENT

The undersigned:

☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and/or General Relief Opportunity for Work (GROW) employment programs.

**OR**

☒ declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN/GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

| | |
|---|---|
| Signature | Title<br>President |
| Firm Name Nationwide Environmental Services<br>a division of Joe's Sweeping, Inc. | Date<br>September 1, 2006 |

FORM PW-11

# TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW

***A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document***

| Proposer Name: Nationwide Environmental Services a division of Joe's Sweeping, Inc. | Date of Request: N/A |
|---|---|
| Project Title: Street sweeping services for 3 locations | Project No. |

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

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

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

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

N/A

Request submitted by:

*(Name)* _____ *(Title)* _____

***For County use only***

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

**Reviewed by:**

Results of Review - Comments:

Date Response sent to Proposer: _____

FORM PW-12

## CHARITABLE CONTRIBUTIONS CERTIFICATION

Nationwide Environmental Services a division of Joe's Sweeping, Inc.
Company Name

11914 Front Street, Norwalk, CA 90650
Address

95-4251996
Internal Revenue Service Employer Identification Number

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

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

| CERTIFICATION | YES | NO |
|---|---|---|
| Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision or Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed. | (X ) | ( ) |
| **OR** | | |
| Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586. | ( ) | (X ) |

Never Samuelian
Signature

September 1, 2006
Date

Never Samuelian / President
Name and Title (please type or print)

FORM PW-13

## EQUIPMENT LIST

THIS PAGE IS TO BE COMPLETED BY PROPOSER AND SUBMITTED TO THE COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

PROPOSER'S NAME Nationwide Environmental Services a division of Joe's Sweeping, Inc.

ADDRESS 11914 Front Street, Norwalk, CA 90650

TELEPHONE (562) 860-0604

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

One item per line; do not submit an equipment list in your own format.
Form may be reproduced in order to list all equipment

| TYPE OF EQUIPMENT | MAKE AND EQUIPMENT YOU ARE OFFERING | MODEL | YEAR | SERIAL NUMBER | COMPLIES WITH ALL AIR QUALITY MANAGEMENT DISTRICT REGULATIONS |
|---|---|---|---|---|---|
| Vacuum | Freightliner | Tymco 600 | 2003 | 9181 | Yes |
| Vacuum | Freightliner | Tymco 600 | 2003 | 4282 | Yes |
| Vacuum | Freightliner | Tymco 600 | 2003 | 4280 | Yes |
| Vacuum | Freightliner | Tymco 600 | 2003 | 4281 | Yes |
| Vacuum | Freightliner | Tymco 600 | 2003 | 4283 | Yes |
| Vacuum | Freightliner | Tymco 600 | 2004 | 2097 | Yes |
| Vacuum | Freightliner | Tymco 600 | 2004 | 1165 | Yes |
| Vacuum | Freightliner | Tymco 600 | 2004 | 1164 | Yes |
| Vacuum | Freightliner | Tymco 600 | 2004 | 2098 | Yes |
| Vacuum | Freightliner | Tymco 600 | 2004 | 1168 | Yes |
| Vacuum | Freightliner | Tymco 600 | 2004 | 1169 | Yes |

REMARKS: All vehicles are equipped with two-way radio communication & GPS.

# COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

## APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the RFP is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. **To apply, complete and submit this form to Public Works seven days prior to the due date for proposals**. Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program. N/A

| | | |
|---|---|---|
| Company Name: Nationwide Environmental Services a division of Joe's Sweeping, Inc. | | |
| Company Address: 11914 Front Street | | |
| City: Norwalk | State: California | Zip Code: 90650 |
| Telephone Number: (562) 860-0604 | Facsimile Number: (562) 868-5726 | Email Address: ani@nes-sweeping.com |
| Awarding Department: Public Works | | Contract Term: |
| Type of Service: Street sweeping | | |
| Contract Dollar Amount: | | Contract Number (if any): |

**I am requesting an exemption from the Program for the following reason(s) (*attach to this form all documentation that supports your claim* and *SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION OF PROPOSALS TO PUBLIC WORKS OR FAX TO (626) 458-4194*:**

- ☐ My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) ***(you must attach the IRS Determination Letter).***
- ☐ My business is a Small Business ***(as defined in the Living Wage Ordinance--you must attach your company's two most recent tax year returns and last state payroll tax return)*** which is not an affiliate or subsidiary of a business dominant in its field of operation **AND** during the contract period will have 20 or fewer full- and part-time employees; **AND**
  - ☐ Has less than $1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; **OR**
  - ☐ Is a technical or professional service that has less than $2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- ☐ My business has received an aggregate sum of less than $25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

## FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

☐ My business is subject to a bona fide Collective Bargaining Agreement ***(you must attach the agreement)***; **AND**

- ☐ the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):

_____

_____

_____

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

| PRINT NAME: Never Samuelian | TITLE: President | |
|---|---|---|
| SIGNATURE: Never Samuelian | | DATE: September 1, 2006 |

**Additional Information**

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

☐ **Either the contractor or the employees' collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): _____

Company Insurance Group Number(s): _____

Health Premium Amount Paid by Employer: _____

Health Premium Amount Paid by Employee: _____

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other (Specify): _____

☐ **Neither the contractor nor the employees' collective bargaining unit** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

**FORM LW-3**

# COUNTY OF LOS ANGELES
# LIVING WAGE ORDINANCE

## Contractor Living Wage Declaration

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

☒ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **$9.46 per hour** per employee.

☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than $1.14 per hour** per employee. I will pay an hourly wage of not less that **$9.46 per hour** per employee.

☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least $1.14 per hour** per employee. I will pay an hourly wage of not less than **$8.32 per hour** per employee.

Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other: _____ (Specify)

| | |
|---|---|
| PLEASE PRINT COMPANY NAME: Nationwide Environmental Services a divsion of Joe's Sweeping, Inc. | |
| I declare under penalty of perjury under the laws of the State of California that the above information is true and correct: | |
| SIGNATURE: Never Samuelian | DATE: September 1, 2006 |
| PLEASE PRINT NAME: Never Samuelian | TITLE OR POSITION: President |

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**FORM LW-4**

# COUNTY OF LOS ANGELES LIVING WAGE PROGRAM
# ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

**LIVING WAGE ORDINANCE:**

☒ I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

**CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:**

☒ I have read the provisions of the RFP describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

**LABOR LAW/PAYROLL VIOLATIONS :**

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

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

☒ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**

☐ The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

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

☒ There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**

☐ There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/ Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

**HISTORY OF DEBARMENT (Check one):**

☒ The Firm **HAS NOT** been debarred by any public entity during the past ten years; **OR**

☐ The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

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

| | |
|---|---|
| Never Samuelian | Never Samuelian / President |
| Owner's/Agent's Authorized Signature | Print Name and Title |
| Nationwide Environmental Services a division of Joe's Sweeping, Inc. | September 1, 2006 |
| Print Name of Firm | Date |

FORM LW-5

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

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

- ☐ An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- ☐ A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- ☐ A debarment by a public entity listed below within the past ten years.

| | |
|---|---|
| Print Name of Firm: Nationwide Environmental Services a division of Joe's Sweeping, Inc. | Print Name of Owner: Never Samuelian |
| Print Address of Firm: 11914 Front Street | Owner's/AGENT's Authorized Signature: Never Samuelian |
| City, State, Zip Code: Norwalk, CA 90650 | Print Name and Title: Never Samuelian / President |

| | |
|---|---|
| **Public Entity Name** | N/A |
| **Public Entity Address:** | **Street Address:** |
| | **City, State, Zip:** |
| **Case Number/Date Claim Opened:** | **Case Number:** |
| | **Date Claim Opened:** |
| **Name and Address of Claimant:** | **Name:** |
| | **Street Address:** |
| | **City, State, Zip:** |
| **Description of Work: (e.g., Janitorial)** | |
| **Description of Allegation and/or Violation:** | |
| | |
| | |
| | |
| **Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)** | |
| | |
| | |

☐ Additional Pages are attached for a total of _____ pages.

P:\ASPUB\CONTRACT\AM\STREET SWEEPING\2006\4TOF-PROPA-3-27-06.DOCDOC PW Rev. 12/2002

FORM LW-7

# REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: Nationwide Environmental Services a division of Joe's Sweeping, Inc.

Name of Proposer's Health Plan: N/A Date: September 1, 2006

(Please use a separate form for each health plan offered by the proposer to employees who will be working under this contract.)

| ITEMS | DOES THE PLAN COVER? (YES) (NO) | WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY? | LIST ANY CO-PAYMENTS AND/OR COMMENTS |
|---|---|---|---|
| Proposer's Health Plan Premium | | | |
| Employee only | Y N | $ | |
| Employee + 1 dependent | Y N | $ | |
| Employee + 2 dependents | Y N | $ | |
| Employee + 3 dependents | Y N | $ | |
| Proposer's portion of above health premium payment | | | |
| Employee only | Y N | $ | |
| Employee + 1 dependent | Y N | $ | |
| Employee + 2 dependents | Y N | $ | |
| Employee + 3 dependents | Y N | $ | |
| Any Annual Deductible? | | | |
| Per Person | Y N | $ | |
| Per Family | Y N | $ | |
| Any Annual Maximum Employee Out-of-Pocket Expense? | | | |
| Per Person | Y N | $ | |
| Per Family | Y N | $ | |
| Any Lifetime Maximum? | | | |
| Per Person | Y N | $ | |
| Per Family | Y N | $ | |
| Ambulance coverage | Y N | $ | |
| Doctor's Office Visits | Y N | $ | |
| Emergency Care | Y N | $ | |
| Home Health Care | Y N | $ | |
| Hospice Care | Y N | $ | |
| Hospital Care | Y N | $ | |
| Immunizations | Y N | $ | |
| Maternity | Y N | $ | |
| Mental Health | Y N | $ | |
| Mental Health In-Patient Coverage | Y N | $ | |

## LW-7 – PROPOSER'S MEDICAL PLAN COVERAGE (continued)

| ITEMS | DOES THE PLAN COVER? (YES) (NO) | WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY? | LIST ANY CO-PAYMENTS AND/OR COMMENTS |
|---|---|---|---|
| Mental Health Out-Patient Coverage | Y N | $ | |
| Physical Therapy | Y N | $ | |
| Prescription Drugs | Y N | $ | |
| Routine Eye Examinations | Y N | $ | |
| Skilled Nursing Facility | Y N | $ | |
| Surgery | Y N | $ | |
| X-Ray and Laboratory | Y N | $ | |

Under this health plan, a full time employee:

☐ Becomes eligible for health insurance coverage after ___ days of employment.

☐ Is defined as an employee who is employed more than ___ hours per week.

OTHER BENEFITS:

A.NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS _____ DAYS.

B.NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS _____ DAYS.

C.NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS _____ DAYS.

D.NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS _____ DAYS.

E.NUMBER OF PAID HOLIDAYS PER YEAR IS _____ DAYS.

**TRADE SECRET** **CONFIDENTIAL**

FORM LW-8.1

COST METHODOLOGY FOR STREET SWEEPING SERVICES IN CITY TERRACE (2006-PA010)

PROPOSER: Nationwide Environmental Services
a division of Joe's Sweeping, Inc.

| POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY) | HOURS PER DAY | | | | | | | HOURS PER WEEK | ANNUAL HOURS | | HOURLY WAGE RATE | ANNUAL COST |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | SUN | MON | TUE | WED | THU | FRI | SAT | | | | | |
| Sweeper Operator 1 | | 11.0 | 11.0 | 12.0 | 12.0 | 11.0 | | 57.0 | 2,964.0 | | *$11.00* | $37,466.00* |
| Sweeper Operator 2 | | 0 | 0 | 6.0 | 6.0 | 5.0 | | 17.0 | 884.0 | | *$11.00* | $*9,724.00* |
| Back-up Operator | | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | | 5.0 | 260.0 | | *$10.00* | $*2,600.00* |
| Field Supervisor | | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | | 5.0 | 260.0 | | *$17.00* | $*4,420.00* |
| | | | | | | | | | | | | $ |
| | | | | | | | | | | | | $ |
| | | | | | | | | | | | | $ |
| | | | | | | | | | | | | $ |
| | | | | | | | | | | | | $ |
| | | | | | | | | | | | | $ |

| Comments/Notes: | | |
|---|---|---|
| | Total Annual Salaries | $54,210.00* |
| | (1) Vacations, Sick Leave, Holiday | $*1,645.00* |
| | (2) Health Insurance ** | $ N/A |
| | (3) Payroll Taxes & Workers' Compensation | $18,000.00* |
| | (4) Welfare and Pension | $ N/A |
| | Total Annual Employee Benefits (1+2+3+4) | $19,645.00* |
| | (5) Equipment Costs | $74,000.00* |
| | (6) Service and Supply Costs | $60,970.09* |
| | (7) General and Administrative Costs | $*7,800.00* |
| | (8) Profit | $*9,000.00* |
| | Total Annual Other Costs (5+6+7+8) | $151,770.09* |
| | | |
| | TOTAL ANNUAL PRICE | $225,625.09* |

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

** Minimum cost for health insurance is $1.14/hour if hourly wage rate is between $8.32 and $9.46, unless exemption from Living Wage requirements has been granted by the County.

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

**TRADE SECRET** **CONFIDENTIAL**

FORM LW-8.2

COST METHODOLOGY FOR STREET SWEEPING SERVICES IN ROWLAND HEIGHTS (2006-PA010)

PROPOSER: Nationwide Environmental Services
a division of Joe's Sweeping, Inc.

| POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY) | HOURS PER DAY SUN | MON | TUE | WED | THU | FRI | SAT | HOURS PER WEEK | ANNUAL HOURS | | HOURLY WAGE RATE | ANNUAL COST |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Sweeper Operator 1 | | 11.0 | 11.0 | 11.0 | 11.0 | 11.0 | | 55.0 | 2,860.0 | | *$11.00* | $35,750.00* |
| Sweeper Operator 2 | | 8.0 | 8.0 | 10.0 | 10.0 | 11.0 | | 47.0 | 2,444.0 | | *$11.00* | $28,886.00* |
| Back-up Operator | | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | | 15.0 | 780.0 | | *$10.00* | $*7,800.00* |
| Field Supervisor | | 1.5 | 1.5 | 2.0 | 2.0 | 2.0 | | 9.0 | 468.0 | | *$17.00* | $*7,956.00* |
| | | | | | | | | | | | | $ |
| | | | | | | | | | | | | $ |
| | | | | | | | | | | | | $ |
| | | | | | | | | | | | | $ |
| | | | | | | | | | | | | $ |
| | | | | | | | | | | | | $ |

| Comments/Notes: | | |
|---|---|---|
| | Total Annual Salaries | $80,392.00* |
| *Work hours are based on the new proposed route plan. Sweeping the streets on alternate side and alternate day basis. | (1) Vacations, Sick Leave, Holiday | $*1,645.00* |
| | (2) Health Insurance ** | $ N/A |
| | (3) Payroll Taxes & Workers' Compensation | $26,700.00* |
| | (4) Welfare and Pension | $ N/A |
| *The new proposed "Route Maps" for alternate side and alternate day route will be prepared by NES at no additional cost to the County of Los Angeles. | Total Annual Employee Benefits (1+2+3+4) | $28,345.00* |
| | (5) Equipment Costs | $43,206.04* |
| | (6) Service and Supply Costs | $53,050.18* |
| | (7) General and Administrative Costs | $*7,800.00* |
| | (8) Profit | $*8,180.40* |
| | Total Annual Other Costs (5+6+7+8) | $112,236.62* |
| | | |
| | TOTAL ANNUAL PRICE | $220,973.62* |

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

** Minimum cost for health insurance is $1.14/hour if hourly wage rate is between $8.32 and $9.46, unless exemption from Living Wage requirements has been granted by the County.

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

**TRADE SECRET** **CONFIDENTIAL**

FORM LW-8.3

COST METHODOLOGY FOR STREET SWEEPING SERVICES IN ROAD DISTRICT 119/519 (2006-PA010)

PROPOSER: Nationwide Environmental Services
a division of Joe's Sweeping, Inc.

| POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY) | HOURS PER DAY | | | | | | | HOURS PER WEEK | ANNUAL HOURS | | HOURLY WAGE RATE | ANNUAL COST |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | SUN | MON | TUE | WED | THU | FRI | SAT | | | | | |
| Sweeper Operator 1 | | 11.0 | 11.0 | 11.0 | 11.0 | 12.0 | | 56.0 | 2,912.0 | | *$11.00* | $36,608.00* |
| Sweeper Operator 2 | | 11.0 | 11.0 | 11.0 | 11.0 | 12.0 | | 56.0 | 2,912.0 | | *$11.00* | $36,608.00* |
| Back-up Operator | | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | | 15.0 | 780.0 | | *$10.00* | $*7,800.00* |
| Field Supervisor | | 1.5 | 1.5 | 1.5 | 1.5 | 2.0 | | 8.0 | 416.0 | | *$17.00* | $*7,072.00* |
| | | | | | | | | | | | | $ |
| | | | | | | | | | | | | $ |
| | | | | | | | | | | | | $ |
| | | | | | | | | | | | | $ |
| | | | | | | | | | | | | $ |
| | | | | | | | | | | | | $ |

| Comments/Notes: | | |
|---|---|---|
| | Total Annual Salaries | $88,088.00* |
| *Work Hours are based on the new proposed route plan. | (1) Vacations, Sick Leave, Holiday | $*1,645.00* |
| Sweeping the streets on alternate side and alternate | (2) Health Insurance ** | $ N/A |
| day basis. | (3) Payroll Taxes & Workers' Compensation | $29,600.00* |
| | (4) Welfare and Pension | $ N/A |
| *The new proposed "Route Maps" for alternate side and | Total Annual Employee Benefits (1+2+3+4) | $31,245.00* |
| alternate day route will be prepared by NES at no | (5) Equipment Costs | $49,757.19* |
| additional cost to the County of Los Angeles. | (6) Service and Supply Costs | $59,518.40* |
| | (7) General and Administrative Costs | $*7,800.00* |
| | (8) Profit | $*9,594.11* |
| | Total Annual Other Costs (5+6+7+8) | $126,669.70* |
| | | |
| | TOTAL ANNUAL PRICE | $246,002.70* |

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

** Minimum cost for health insurance is $1.14/hour if hourly wage rate is between $8.32 and $9.46, unless exemption from Living Wage requirements has been granted by the County.

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

# ADDITIONAL INFORMATION

# north american Power Sweeping association

Dear Valued Customer,

The north american Power Sweeping association is proud to announce that **Nationwide Environmental Services** has just been awarded the designation of Certified Sweeping Company.

About naPSa, we are a non-profit organization committed to distributing pertinent sweeping industry information and valuable resources to our members. We are here to provide the street and parking area sweeping industry with an association that will make a difference.

To become a CSC, **Nationwide Environmental Services** had to undergo an application process that qualified them under strict guidelines including: safety, experience, continuing education, vehicle maintenance, driver training and adherence to naPSa's code of ethics.

The naPSa Code of Ethics requires **Nationwide Environmental Services** to take an oath to be dedicated to the highest standards of professionalism, integrity and competence while recognizing their responsibility to their customers, employees, and the public.

To learn more about the Certified Sweeping Company designations you can visit our website at www.naPSaOnline.com . From here you can download an application to see what the requirements are for Certified Sweeping Companies and to view the naPSa Code of Ethics that **Nationwide Environmental Services** has pledged to uphold. You may also call our office for assistance and questions regarding Certification.

Sincerely,

Amy Allen
Administrative Director

naPSa CSC CERTIFIED SWEEPING COMPANY

**naPSa**
PO Box 2114
Kalamazoo, MI 49003
Phone: (269) 383-6993
Fax: (269) 383-6994
www.napsaonline.com

# COUNTY OF LOS ANGELES
# OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 780
Los Angeles, California 90012
(877) 669-CBES / FAX (626) 457-3112
TDD (626) 293-5708
Website: http://oaac.co.la.ca.us

Address all correspondence to:
**CONTRACT COMPLIANCE**
1000 S. Fremont Avenue
Building A-9 East, 1st Floor
Mail: Unit #24
Alhambra, CA 91803-8862

Dennis A. Tafoya
Director

September 26, 2005

ANI SAMUELIAN
NATIONWIDE ENVIRONMENTAL SERVICES
11914 FRONT ST.
NORWALK, CA 906502911

**Vendor #: 50587701**

Dear ANI SAMUELIAN:

Congratulations! Your business has been certified as an eligible participant in the County of Los Angeles Local Small Business Enterprise Preference Program (Local SBE). Your Local SBE certification is valid until August 31, 2008 .

In order for Local SBE preference consideration, each eligible solicitation for the Local SBE preference will include the "Request for Local SBE Preference Program Consideration" form. You must complete the form and provide the above Vendor Number in your bid/proposal for each response to a County solicitation.

The County of Los Angeles Office of Affirmative Action Compliance reserves the right to request additional information and/or conduct an on-site visit at any time during the certification process and/or period to verify any documentation submitted by the applicant. If there are any changes in the State of California Office of Small Business and DVBE Certification (OSDC) SBE status, ownership, control of the firm or principal place of business during the certification period, you are required to notify this office and the OSDC immediately.

Again, congratulations on your certification. If you have any questions regarding the Local SBE Program, visit our website at http://oaac.co.la.ca.us/SBEMain.htm or call the Local SBE Customer Service at (877) 669-CBES.

Sincerely,

DENNIS A. TAFOYA
DIRECTOR

Ozie L. Smith

OZIE L. SMITH
Senior Deputy Compliance Officer

DAT:OLS

"To Enrich Lives through Effective and Caring Service"

**BOARD EXECUTE**

AGREEMENT FOR

STREET SWEEPING SERVICES FOR CITY TERRACE

THIS AGREEMENT, made and entered into this ____ day of _____, 2006, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY), and R.F. DICKSON COMPANY, INC., a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on September 5, 2006, hereby agrees to provide services as described in the attached specifications for Street Sweeping Services (2006-PA010) for City Terrace, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Project Location/Vicinity Map; and the CONTRACTOR'S Proposal, all attached hereto, and the Request for Proposals and Addenda to the Request for Proposals, all of which are incorporated herein by reference, and are agreed by the COUNTY and the CONTRACTOR to constitute an integral part of the Contract documents.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed $108,303 per year, or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's term shall be for a period of one year commencing on December 1, 2006. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of three years. The COUNTY, acting through the Director, may give a written notice of intent to extend the final contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY.

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

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SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

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

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

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

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

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

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

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

THIRTEENTH: This Contract constitutes the entire AGREEMENT between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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

COUNTY OF LOS ANGELES

By_____
Mayor, Los Angeles County

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

R.F. DICKSON COMPANY, INC.

By _____
Its President

Steven L. Dickson
Type or Print Name

By _____
Its Secretary

Scott B. Dickson
Type or Print Name

P:\aspub\CONTRACT\Scott\STREET SWEEPING 2006\2006\Agreement_City Terrace.doc

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles } ss.

On 10-4-2006 (Date), before me, CINDY J. GALINDO (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),
personally appeared STEVEN L. DICKSON and SCOTT B. DICKSON (Name(s) of Signer(s)) —

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence

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

CINDY J. GALINDO
Commission # 1615968
Notary Public - California
Los Angeles County
My Comm. Expires Oct 31, 2009

WITNESS my hand and official seal.

Cindy J. Galindo
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer**

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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# SCOPE OF WORK

## STREET SWEEPING SERVICES (2006-PA010)

A. Public Works Contract Manager

Public Works Contract Manager will be:

For City Terrace, Mr. Ricardo Gordillo of Road Maintenance Division's Road Maintenance District 4 - Hollydale, who may be contacted at (562) 869-1176, extension 229, e-mail address: rgordillo@ladpw.org, Monday through Thursday, and alternate Fridays, 7:30 a.m. to 4 p.m.

For Road District 119/519 and Rowland Heights, Mr. David Oboza of Road Maintenance Division's Road Maintenance District 1 – Baldwin Park, who may be contacted at (626) 337-1277, e-mail address: doboza@ladpw.org, Monday through Thursday, and alternate Fridays, 7:30 a.m. to 4 p.m.

The Contract Manager is the only person authorized by Public Works to request work of Contractor. From time to time, Public Works may change Contract Manager. Contractor will be notified in writing when there is a change in Contract Manager.

B. Work Location

Exhibits E.1, E.2, and E.3, Project Location/Vicinity Maps, provide a more detailed outline of each street sweeping area's limits.

C. Work Description

Contractor shall sweep and/or clean once a week all public streets, paved alleys, and curbed medians within the Project limits as shown in Exhibits E.1, E.2, and E.3, Project Location/Vicinity Maps. The word sweeping shall define an operation, and the method shall not be limited to the use of a power broom street sweeper. Unless otherwise stated, work shall be measured in either Curb Miles or Paved Alley Miles. A Curb Mile is defined as a swept path not less than five feet wide for a total length of 5,280 feet. A Paved Alley Mile is defined as a swept path not less than 20 feet wide for a total length of 5,280 feet.

Sweeping a street shall normally consist of a single pass at a maximum speed of not more than six miles per hour in Road District 119/519 and Rowland Heights and eight miles per hour in City Terrace on each side of the street adjacent and parallel to the curb face and shall include curb returns and cross gutters at intersecting streets. Where there is a raised median, sweeping shall also consist of a single swept path on each side of the median adjacent and parallel to the median curb face.

Sweeping an alley shall normally consist of single swept path on each side to the alley adjacent and to the right of the flow line or centerline of the alley at a maximum speed of not more than six miles per hour in Road District 119/519 and Rowland Heights and eight miles per hour in City Terrace.

Water shall be used while sweeping to minimize dust, if a power broom sweeper is used. In the event that the results of a sweeping operation are considered unsatisfactory by the Contract Manager, in accordance with this Exhibit's paragraph D, Standard of Performance, below, Contractor shall sweep or clean the unsatisfactory area again, at no cost to the County, within two calendar days without interruption of the regular sweeping schedule.

Curbed areas that cannot be swept with power sweeping equipment, such as, but not limited to, narrow cul-de-sacs, median noses, and portions of left-turn pockets shall be hand cleaned to comply with this Exhibit's paragraph D, Standard of Performance, below.

Contractor shall inform the Contract Manager of any problems or conditions which may be a public hazard or interfere with normal sweeping operations. These problems or conditions shall include, but not be limited to, fallen trees, obstructed roadways or alleys, low overhanging branches, abandoned vehicles, and large potholes. These problems or conditions shall be reported by Contractor to the Contract Manager as soon as the condition is identified. Dead animals shall be reported to Animal Control at (310) 523-9566.

D. Standard of Performance

The primary objective of street sweeping is to remove all leaves, paper, dirt, rocks, glass, bottles, cans, and other debris to ensure free flow of water in the gutter and to maintain streets in a state of cleanliness. The Contract Manager will make the final determination as to whether the work has been satisfactorily completed. If the work has not been satisfactorily completed, the Contract Manager may direct Contractor to resweep the unsatisfactorily swept area(s) not swept at all, if the area(s) can be reswept during the same business day. If the area(s) cannot be reswept during the same business day by Contractor, the Contract Manager may deduct payment to Contractor in accordance with this Exhibit's paragraph M, Inspection and Acceptance of the Work.

E. Disposal of Refuse and Debris

All debris and refuse collected from these operations shall become the property of Contractor. Contractor shall dispose of all refuse and debris collected during sweeping operations, at no additional cost to the County, by hauling to a legally established area for the disposal of solid waste. When storage of refuse and debris is necessary prior to disposal, Contractor shall locate and arrange for use of a temporary storage site off the road rights of way. Contractor will not be

allowed to use the rights of way or Public Works facilities as temporary storage sites.

F. Storage Facilities

The County will not provide storage facilities for Contractor.

G. Water

Contractor shall furnish all water necessary for sweeping operations in accordance with this Exhibit's paragraph D, Services to be Performed.

H. Rights of Way

Contractor shall conduct all of its activities and operations within the confines of public roadways. Contractor shall not allow its employees to use private property for any reason or to use water from such property without written permission from the owner. If, for any reason, Contractor elects to encroach upon other lands, Contractor shall first obtain written permission from the owner and provide evidence of such permission in writing to the Contract Manager prior to entering upon such lands. In performing any work or doing any activity on lands outside of public rights of way, Contractor shall comply with all applicable Federal, State, local laws, ordinances, and regulations.

Contractor shall indemnify and hold the County harmless from all claims for damages occasioned by such work or activity, whether done in compliance with this Exhibit and with permission or in violation of this Exhibit, without permission.

I. Authority of Board and Contract Manager

The Board has the final authority in all matters affecting the work. Within the scope of this Contract, the Contract Manager has the authority to enforce compliance with the Plans and Specifications. Contractor shall promptly comply with instructions from the Contract Manager or an authorized representative.

On all questions relating to quantities, the acceptability of equipment or work, the execution, progress or sequence of work, and the interpretation of the Specifications or the Plans, the decision of the Contract Manager will be final and binding and shall be precedent to any payment under this Contract unless otherwise ordered by the Board.

J. Best Management Practices

Best Management Practices (BMPs) shall be defined as any program, technology, process, sitting criteria, operating method, measure, or device which controls, prevents, removes, or reduces pollution. Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks,

Volume 3 Construction BMP Handbook and the County of Los Angeles Department of Public Works Best Management Practices Handbook for Construction Activities. These publications are available from:

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

Contractor shall have a readily accessible copy of each publication in the service area at all times. As a minimum, Contractor shall implement the following BMPs in conjunction with all its sweeping activities:

| NO. | MATERIAL MANAGEMENT |
|---|---|
| CD10 (2) | Material Delivery and Storage |
| CD11 (2) | Material Use |
| CD12 (2) | Spill Prevention and Control |

| NO. | WASTE MANAGEMENT |
|---|---|
| CD13 (2) | Solid Waste Management |
| CD14 (2) | Hazardous Waste Management |
| CD15 (2) | Contaminated Soil Management |
| CD16 (2) | Concrete Waste Management |

| NO. | VEHICLE AND EQUIPMENT MANAGEMENT |
|---|---|
| CD18(2) | Vehicle and Equipment Cleaning |
| CD19(2) | Vehicle and Equipment Fueling |
| CD20(2) | Vehicle and Equipment Maintenance |

(Following not required for City Terrace)

| NO. | TRAINING |
|---|---|
| CD40 | Employee/Subcontractor Training |

| NO. | PHYSICAL STABILIZATION |
|---|---|
| CD26A(2) | Soil Stabilizer/Dust Control |

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

BMP for Contractor activities shall be continually implemented throughout the year. BMP for erosion control and sedimentation shall be implemented during the period from October 15 to April 15 and whenever the National Weather Service predicts rain within 24 hours. BMP for erosion control and sedimentation shall also be implemented prior to the commencement of any contractor activity or operation which may produce runoff and whenever runoff from other sources may occur.

The County, as a permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. Full compensation for the implementation of BMPs shall be considered as included in the Total Annual Proposed Price shown in Form PW-2, Schedule of Prices. Should Contractor fail to comply with any BMP, the County will suffer damages, including, but not limited to, having to bear the risk of delay and disruption of its street sweeping program. The amount of such damages is and will continue to be extremely difficult and impracticable to ascertain. Execution of this Contract shall constitute agreement by the County and Contractor that $1,000 per day is the minimum value of the cost and actual damage caused by Contractor's failure to fully implement any BMP, that such sum is liquidated damages and shall not be construed as a penalty and that such sums may be deducted from payments due to Contractor if such failure occurs. However, such liquidated damages do not include losses resulting from the imposition of fines and penalties and other enforcement actions by administrative agencies. The County may assess Contractor, as liquidated damages, $1,000 for each calendar day that Contractor has not fully implemented one or more of the BMPs specified for this Contract and/or is otherwise in noncompliance with these provisions. In addition, Contractor shall defend, indemnify, and hold harmless the County and its officers, employees, and agents from any fine, penalty, or enforcement action (including attorney fees, legal costs, and staff costs) imposed or brought by any person or entity on account of Contractor's alleged lack of compliance with these provisions or nonimplementation of the specified BMPs. The County may deduct, from the payment due Contractor, amounts necessary to cover such fines and costs.

K. Work Schedule

Streets covered by this Contract shall be swept on an alternate day sweeping schedule. An alternate day schedule requires the Contractor to sweep the two sides of a street on two separate and consecutive days. For example, a curbed street may have one side swept on Mondays and the other side swept on Tuesdays. If one side of a street is swept on Fridays, the other side shall be swept on Mondays.

**(The following requirement will be for Rowland Heights and Road District 119/519 only, as City Terrace is currently on an alternate day schedule.)** After receiving notification that the Contractor has been awarded this Contract,

Contractor shall have 30 days to provide a finalized and working alternate day sweeping schedule to the Contract Manager. The complete schedule of weekly sweeping shall be submitted to the Contract Manager for approval prior to any work being done under this Contract. The schedule shall include the Curb Miles and Paved Alley Miles of streets, alleys, and medians to be swept daily as well as the daily starting time. There is no separate bid item for creating this schedule.

Also, a route map shall be submitted as part of the schedule, showing streets, alleys, and medians to be swept each day by the Contractor. Contractor shall indicate the daily sweeping route on the maps in an appropriate and understandable manner that is acceptable to the Contract Manager. Changes in the schedule for the convenience of Contractor will require approval by the Contract Manager prior to being included in the weekly work. The County reserves the right to require Contractor to sweep specific areas on specified days and at specified times of the day. The following guidelines shall be applicable:

1. Sweeping of streets that have posted parking restrictions specified for street sweeping shall only be swept during the posted day and hours.

2. Areas shall not be swept on the same day trash pickup is scheduled. Whenever feasible, sweeping shall be scheduled the day after trash pickup. Contractor shall be responsible for determining when trash pickups are scheduled.

3. Streets adjacent to schools and commercial developments shall be swept prior to 7 a.m. or such time as daily public activities start.

4. Streets adjacent to apartments, condominiums, or other areas where all night on street parking is prevalent shall be swept after 8 a.m.

5. Major highways shall not be swept during peak traffic hours.

6. Residential areas shall not be swept prior to 7 a.m. or after 3:30 p.m.

7. Street sweeping shall be scheduled such that both sides of a street are not swept in the same day, unless the Contract Manager directs otherwise.

L. <u>Prosecution of Work</u>

To minimize public inconvenience, Contractor shall diligently prosecute the work in the manner and at the times specified in this Exhibit A, Scope of Work, and shall at all times comply with the approved sweeping schedule. If, as determined by the Contract Manager, Contractor fails to prosecute the work to the extent that the public may be inconvenienced, Contractor shall, upon orders from the

Contract Manager, immediately resume diligent prosecution of the work. All cost of prosecuting the work as described herein shall be included in Contractor's Total Annual Proposed Price.

Should Contractor continue to fail to prosecute the work diligently after orders of the Contract Manager to do so, the Contract Manager may suspend the work in whole or in part until such time as the Contract Manager, in his or her sole discretion, determines that Contractor will resume diligent prosecution of the work. All expenses and losses incurred by Contractor as a result of such suspensions shall be borne by Contractor.

M. Inspection and Acceptance of the Work

Contractor shall implement a Contract Quality Control Plan as required under this Exhibit's paragraph U, Quality Control. Contractor shall routinely inspect the work to ensure compliance with the Plans and Specifications, approved schedules, and Contractor quality standards.

The Contract Manager may inspect the work to assure that the quality of street sweeping services is in compliance with Terms and Conditions of this Contract. The Contract Manager may inspect by sampling the quality of the work at up to 20 random locations immediately after they are scheduled to be swept.

A location is generally defined as an alley and/or side of any street between two adjacent streets, a cul-de-sac, and/or a dead-end street. A five percent deduction of payment for that day's sweeping mileage shall be assessed for each and every location that is not swept in accordance with these Specifications and Plans. Photos and documentation for all deficient locations will be provided to Contractor on the working day following the inspection for all deficient locations.

The Contract Manager will use the following general guidelines to determine if the street was swept properly:

1. No debris shall be in or on the street or gutter within eight feet of the curb face. Debris includes, but is not limited to, trash, grass, leaves, soil, bottles, broken glass, rocks, and other refuse.

2. A trail of debris shall not be left along the street or gutter.

3. An inordinate amount of debris, which would indicate that the location had not been swept properly.

N. Suspension of Work

The work may be suspended in whole or in part when determined by the Contract Manager that the suspension is necessary in the interest of the County. Contractor shall comply immediately with any written order of the

Contract Manager suspending work. Such suspension shall be without liability to Contractor on the part of the County except as otherwise specified in this Exhibit's paragraph W, Additional Sweeping.

O. Noncompliance with Plans and Specifications

Failure of Contractor to comply with any requirement of these Specifications and Plans, and to immediately remedy any such noncompliance upon notice from the Contract Manager, may result in suspension of this Contract's monthly payments. Any monthly payments so suspended shall remain in suspension until Contractor's operations are brought into compliance to the satisfaction of the Contract Manager. No additional compensation will be allowed as a result of suspension of the monthly payments due to noncompliance with these Specifications and Plans.

P. Contractor's Equipment Compliance with Laws and Regulations

1. Contractor shall fully comply with all applicable laws and regulations, including, but not limited to, all Air Quality Management District (AQMD) regulations. In particular, Contractor's equipment shall at all times be in full compliance with AQMD Rules 1186 and 1186.1 pertaining to street sweepers.

2. The street sweepers specified on the equipment list provided to Public Works and no others shall be used in the Contract work unless notice is given to Public Works and the substitution is approved by Public Works. The Contract Manager or a designee may inspect Contractor's vehicles employed in the Contract work at any time without notice.

3. In the event of mechanical breakdown of an alternate-fuel street sweeper, Contractor shall comply with AQMD Rule 430 in a timely fashion and shall make a timely application for an emergency permit under Rule 430 in order to ensure uninterrupted performance of this Contract. Contractor shall immediately provide to Public Works notice of any telephonic report and a copy of any written report or action plan presented to AQMD pursuant to Rule 430.

4. Contractor shall furnish and maintain in good and safe condition all equipment required for the proper execution of this Contract. The Contract Manager may reject any vehicle or piece of equipment not meeting these safety, maintenance, or regulatory requirements. For the sweeping of curbed highways and streets, Contractor's equipment shall clean the streets as specified in this Exhibit's paragraph D, Standard of Performance.

5. Contractor shall provide sweeping equipment and disposal trucks, which shall be properly maintained both mechanically and in appearance. Contractor shall provide back-up sweeping equipment adequate to ensure completion of scheduled work in the event of equipment breakdown, an area requires resweeping, or to provide any additional resweeping directed by the Contract Manager. All equipment shall be clearly marked with Contractor's name and vehicle number. Contractor's telephone number shall be prominently displayed on all equipment for purposes of identification.

6. The sweeper operator shall be furnished with a cellular phone or equivalent communication device that will allow the Contract Manager to make contact with the sweeper operator during sweeping operations. Contractor shall provide the Contract Manager with the information necessary to maintain contact with the sweeper operator during sweeping operations. The communication device shall be on and operating during sweeping operations.

Q. Global Positioning System

1. Primary and back-up sweepers shall be equipped with a Global Positioning System (GPS) capable of reporting real time data.

2. The GPS shall be Internet based (direct internet connection) or require additional software to access the GPS provider's data. If Internet based, Contractor shall provide Public Works with two accounts to access the GPS provider's Internet site. If additional software is required, Contractor shall provide software for installation on two Public Works computers.

3. The accounts shall be set up so that only Public Works and Contractor can view Public Works data.

4. Contractor shall pay for all costs related to the GPS, including hardware, software, activation fees, technical support, and monthly service charge fees.

5. The GPS shall be capable of gathering the following real time data: speed, direction, location (address), distance traveled, ignition on/off, brooms up/down, and water sprayer on/off.

6. The GPS shall be capable of tracking a sweeper's path with lines or dots superimposed on a map.

7. The minimum locate schedule (frequency of occurrence that GPS data is received from the sweeper) shall be every one minute when brooms are down.

8. The minimum locate schedule shall be every 15 minutes when brooms are up.

9. The GPS shall generate an email alert when the following events occur:

   a. Sweeper exceeds 6 mph (8 mph for City Terrace) and brooms are down.

   b. One hour or more of nonmovement during weekdays, 6 a.m. to 4 p.m.

10. The GPS shall be capable of generating daily reports of sweeper activity that includes the following information: date, time, address, speed, direction, location (address), distance traveled, ignition on/off, brooms up/down, and water on/off.

11. Authorized Public Works employees can generate and print reports at any time.

12. All reports shall have the capability to be downloaded in other formats such as Excel or Word.

13. Data shall be available for immediate downloading for a minimum of three months. After three months, data shall be backed up and be made available at Public Work's request.

14. Contractor's reference vendors for GPS:

| | |
|---|---|
| GPS North America<br>P.O. Box 637<br>Holland, PA 18966<br>Contact: Mr. Tod Lewis<br>Telephone: (888) 760-4477<br>E-mail: www.gpsnorthamerica.com | TELETRAC, Inc.<br>7391 Lincoln Way<br>Garden Grove, CA 92841<br>Contact: Mr. Carlos Reyes<br>Telephone: (800) 487-4357<br>E-mail: www.teletrac.net |

R. Reports

In addition to other data filed with the County by Contractor, Contractor shall, on the second working day of each week, file a report with the Contract Manager enumerating the following information for the previous week:

1. Curb Miles and Paved Alley Miles swept each day.

2. Scheduled Curb Miles and Paved Alley Miles swept and areas missed.

3. When missed areas were swept.

4. Number of complaints received each day.

5. Reasons scheduled sweeping was not performed or completed as scheduled.

6. Waste tonnage summary and copies of waste disposal receipts.

S. Measurement

The basis of measurement and payment shall be by the Curb Mile for curbed streets and the Paved Alley Mile for paved alleys. On streets and highways, Curb Miles shall be measured toward the center of the rights of way from and parallel to the curb face. Measurement of medians will be continual and no deduction will be made for left-turn pockets or intersecting streets.

Additional sweeping of streets, as defined in this Exhibit's paragraph W, Additional Sweeping, that require the total width of the street to be swept shall be measured on the basis of width of street in feet divided by five to determine Curb Miles per mile of length.

T. Contractor's Representative

Before starting the work, Contractor shall designate, in writing, a representative who shall have complete authority to act for it. An alternate representative may be designated. Any order or communication given to this representative shall be deemed delivered to Contractor. A joint venture or partnership shall designate only one representative and alternate. In the absence of Contractor or its designated representative, necessary or desirable directions or instruction may be given by the Contract Manager to the superintendent or person having charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to Contractor or its representative.

In order to communicate with the County, Contractor's representative, superintendent, or person having charge of specific work shall be able to speak, read, and write the English language.

U. Quality Control

Contractor shall be responsible for implementing procedures for ensuring that street sweeping services are provided in strict compliance with the Plans, Specifications, and approved schedule of services.

Contractor shall designate in writing a Quality Control representative and an alternate Quality Control representative who are responsible for implementing, monitoring, controlling, and reporting on the quality of work.

It is recommended that Contractor's Quality Control representatives be separate and distinct from Contractor's project manager or general superintendent, and the Contractor's Quality Control procedures establish a separate system for recording, reporting, and resolving quality control issues.

Within ten days of contract award, Contractor shall submit to the County a Contract Quality Control Plan for review and approval by the Contract Manager. This plan will include, as a minimum, the names and telephone numbers of Contractor's Quality Control representatives, a description of the roles and responsibilities for quality control, the system for monitoring, reporting on, resolving quality control issues, and checklists or other documentation in support of Contractor's Quality Control function.

V. Plans and Specifications

Included as part of this Contract are Plan sheets (Exhibits E.1, E.2, and E.3) showing the locations of streets and alleys included in this service area.

The Plans, these Specifications, and other contract documents shall govern the work. These Contract documents are intended to be complementary and cooperative and to describe and provide for a complete service. Anything in the Specifications and not on the Plans, or on the Plans and not in the Specifications, shall be as though shown or mentioned in both.

While it is believed that much of the information pertaining to conditions, which may affect the cost of the work will be shown on the Plans or indicated in the Specifications, the County does not warrant the completeness or accuracy of such information. Contractor shall ascertain the existence of any conditions affecting the cost of the work, which would have been disclosed by reasonable examination of the site. Contractor shall, upon discovering any error or omission in the Plans or Specifications, immediately call it to the attention of the Contract Manager.

W. Additional Sweeping

Contractor shall provide additional sweeping of any street(s) and alley(s) within the area shown on the Plans at any time when ordered by the Contract Manager. Contractor will be compensated for each additional sweeping at the Contract's Unit Price per Curb Mile or Paved Alley Mile, as appropriate. The method of payment will be determined by the Contract Manager.

The need for additional sweeping may be because of storm, fire, flood, parade, public gathering, riot, or other natural or unanticipated occurrence affecting the cleanliness of the streets. The additional sweeping may be in lieu of or in addition to the regularly scheduled sweeping as ordered by the Contract Manager.

Additional sweeping will normally be confined to sweeping the curb lane. However, if additional sweeping requires the total width of the street(s) to be swept, then compensation will be at the Contract's Unit Price per Curb Mile as defined in this Exhibit's paragraph R, Measurement. All sweeping shall be done

with sufficient passes to achieve the results described in this Exhibit's paragraph D, Standard of Performance.

Compensation for extra sweeping will be for a minimum of 16 Curb Miles with no allowance for travel time under one of the following circumstances: a) the sweeper shall return to the area after having left when regular sweeping was completed; b) the extra sweeping is on a day when no regular sweeping is scheduled; or c) an additional sweeper must be brought to the area.

Notwithstanding the above, the County has the option on additional sweeps to compensate Contractor on an hourly basis where it is difficult to determine Curb Miles swept in a nonroutine manner. In these cases, the hourly rate paid by the County to Contractor shall be equal to four times the Contract's Unit Price per Curb Mile. Minimum payment will be equivalent to payment for 16 Curb Miles.

X. Changes Resulting from Schedule Disruption

During this Contract period, Contractor shall sweep the designated public streets and alleys at least once each week, including all curbed medians, in accordance with a schedule to be approved by the Contract Manager. When, in the opinion of the Contract Manager, inclement weather prevents adherence to the regular sweeping schedule for two days or less in a given week, the Contract Manager may require the sweeping areas so affected to be swept prior to the next sweeping schedule.

Any such required sweeping made necessary by inclement weather shall meet the requirements of this Exhibit's paragraph D, Standard of Performance, and shall be performed by Contractor at the Contract's Unit Price per Curb Mile and will not be considered additional sweeping as defined in this Exhibit's paragraph W, Additional Sweeping.

When any holiday or observance as specified in the Government Code of the State of California occurs on a regular scheduled sweeping day, and said sweeping area is not swept in observance of said holiday, the subject sweeping area shall when ordered by the Contract Manager be swept within two working days of the regularly scheduled sweeping day without interruption of the regular sweeping schedule. Any such requested sweeping shall meet the requirements of this Exhibit's paragraph D, Standard of Performance, and shall be performed by Contractor at the Contract Unit Price per Curb Mile and shall not be considered additional sweeping.

In the event Contractor is prevented from completing the sweeping as provided in the approved schedule because of reasons other than inclement weather or holidays, Contractor shall be required to complete the deferred sweeping services within two calendar days without interruption in the regular sweeping schedule.

Y. Changes Resulting from Added or Deleted Streets

It is the intent of this Contract to provide for the weekly sweeping of all curbed streets (including curbed medians) and paved alleys within the unincorporated area shown on the Plans (Exhibits E.1, E.2, and E.3). As streets and alleys are improved, they will be added to the weekly sweeping schedule. Compensation to Contractor will be based on the Curb Miles added multiplied by the Contract's appropriate Unit Price.

Streets and alleys initially included in the schedule that are vacated by order of the Board will be deleted from the weekly schedule and the affected Curb Mileage deducted from this Contract's quantities.

Additions and/or deletions of Curb Mileage may affect the approved schedule and appropriate adjustments will be allowed subject to approval by the Contract Manager.

Z. City Incorporation

In the event any areas to be swept under this Contract attain incorporation as a City, Contractor shall continue to sweep the streets and alleys shown on the contract plans at the Contract's Unit Price per Curb Mile until the termination date of this Contract or as directed by the County. The County may direct Contractor to delete streets within the incorporated area from its weekly sweeping schedule prior to the expiration date of this Contract. The Curb Mileage of the streets and alleys within the incorporated area that are deleted from Contractor's weekly sweeping schedule will be deducted from the Contract quantities. The County may, at the request of Contractor, review this Contract if the incorporation severely affects Contractor's weekly sweeping schedule.

AA. Changed Conditions

Contractor shall notify the Contract Manager in writing of any changed conditions promptly upon their discovery. The Contract Manager will promptly investigate conditions which appear to be changed conditions. If the Contract Manager determines that the conditions are changed conditions and they will materially increase or decrease the costs of any portion of the work, a Change Order will be issued adjusting the compensation for such portion of the work. The compensation will be based on the appropriate Unit Price reflected in Form PW-2, Schedule of Prices.

If the Contract Manager determines that the conditions of which it has been notified by Contractor do not justify an adjustment in compensation, Contractor will be notified in writing.

BB. Communications and Public Relations

Contractor shall provide a telephone answering service, toll free to residents of the area to be swept under this Contract and the County Road Maintenance Division District office responsible for the area, from 7:30 a.m. to 4:30 p.m., Monday through Friday, except on legal holidays. The answering service shall have the capability of contacting sweepers by radio or paging equipment for the purpose of relaying instructions from the Contract Manager and to receive citizen complaints.

The telephone number shall be listed in the telephone directory for the area and shall be listed by Contractor's commonly known name. All public complaints concerning street sweeping shall be investigated by Contractor. Complaints brought to Contractor's attention prior to 3 p.m. shall be investigated that day. Those brought to Contractor's attention after 3 p.m. shall be investigated before noon of the following day.

A complaint form shall be filled out for each complaint referred to or received by Contractor. The form, which must be approved by the Contract Manager, shall be filed with the County on the first working day following the day the complaint was received. Contractor shall report what actions were necessary to resolve each complaint.

CC. Special Safety Requirements

All Contractor operators shall be expected to observe all applicable Cal/OSHA and Public Works safety requirements while performing this requested work. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.

DD. Project Site Safety

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

EE. Project Safety Official

Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with Contractor's Injury and Illness Prevention Program and Code of Safe Practices. Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by Contractor to provide the required Project Safety Official shall be grounds for the County to

direct the cessation of all work activities and operations at no cost to the County until such time as Contractor is in compliance.

P:\aspub\CONTRACT\Scott\STREET SWEEPING 2006\2006\7EXHIBIT A-SCOPE OF WORK-3-27-06.DOC

# SERVICE CONTRACT GENERAL REQUIREMENTS

## SECTION 1

## INTERPRETATION OF CONTRACT

A. Headings

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

B. Definitions

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

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

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract shall include the Specifications, together with any special provisions thereof. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

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

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

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

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

District. Los Angeles County Flood Control District.

Proposal. The written instrument which a Contractor submitted in conformance with the solicitation document (Request for Proposals).

Proposer. Any individual, firm, or corporation submitting a priced Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals or Request for Quotation.

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

Subcontract. An agreement to employ a Subcontractor; to employ or agree to employ a Subcontractor.

Subcontractor. Persons, companies, corporations, or other entities furnishing supplies, services of any nature, equipment, or materials to the Contractor, at any tier under oral or written agreement.

C. Ambiguities or Discrepancies

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

# SECTION 2

## STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Assurance of Compliance with Civil Rights Laws

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

B. Conflict of Interest

1. The Contractor represents and warrants that no County employee whose position in the County enables him/her to influence the award of this Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein or does or shall have any direct or indirect financial interest in this Contract.

2. The Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. The Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

C. Consideration of Hiring County Employees Targeted for Layoffs

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

D. Consideration of Hiring GAIN/GROW Employees

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose,

consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by category to the Contractor.

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

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

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

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

G. County Lobbyists

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

H. Nondiscrimination in Employment

1. The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State antidiscrimination laws and regulations.

2. The Contractor shall certify to, and comply with, the provisions of the Contractor's EEO Certification (Form PW-7).

3. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

4. The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

5. The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from, participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project program, or activity supported by this Contact.

6. The Contractor shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this Section when so requested by the County.

7. If the County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission

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

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

I. County's Quality Assurance Plan

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

J. Notice to Employees Regarding the Federal Earned Income Credit

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

K. Recycled-Content Paper Products

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

L. Publicity

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

   a. The Contractor shall develop all publicity material in a professional manner.

b. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions, or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.

c. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded a Contract to provide these services, provided that the requirements of this Article shall apply.

M. Termination for Improper Consideration

1. County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against the Contractor as it could pursue in the event of default by the Contractor.

2. The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861. Such fraud may also be reported via e-mail to fraud@auditor.co.la.ca.us and by mail to Los Angeles County Fraud Hotline, 1000 South Fremont Avenue, Unit 51, Alhambra, California 91803-4737.

3. Among other items, such improper consideration may take the form of cash; discounts; services; or the provision of travel, entertainment, or tangible gifts.

N. Warranty Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial

or selling agencies maintained by the Contractor for the purpose of securing business.

2. For breach or violation of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from this Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

O. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, directives, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.

2. Contractor shall indemnify and hold the County harmless from and against any and all liability costs, damages, expenses, including, but not limited to, defense costs and attorney's fees arising from any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, directives, or ordinances.

P. Legal Status of Contractor's Personnel at Facility

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

Q. No Payment for Services Following Expiration or Termination of Contract

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

Contractor. This provision shall survive the expiration or other termination of this Contract.

R. Limitation of the County's Obligation Due to Non-appropriation of Funds

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.

2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3. In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or work shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such nonallocation at the earliest possible date.

S. Gratuitous Work

The Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with Exhibit B, Section 2.CC, Changes and Amendments of Terms, such work shall be deemed to be a gratuitous effort by the Contractor, and the Contractor shall have no claim, therefore, against the County.

T. Assignment by Contractor

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which the Contractor may have against the County.

2. Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of this Contract, which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default of the Contractor.

U. Subcontracting

1. No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the Director, at the Director's sole and absolute discretion. Any attempt by the Contractor to subcontract any performance of the terms of this Contract without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.

2. In the event the County should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.

3. In the event the County should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

4. Any third-party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.

5. No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. The Contractor shall, at all times, be personally responsible for the performance of this Contract.

V. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

W. Notice of Delay

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay

the timely performance of this Contract, that party shall, within one day, give notice thereof, including all relevant information with respect thereto, to the other party.

X. Record Retention and Inspection/Audit Settlement

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

1. In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

2. Failure on the part of the Contractor to comply with any of the provisions of this paragraph X shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds

that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in its sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subsection X.4 relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, other time and employment records, and proprietary data and information shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in the County, provided that if any such materials and information is located outside the County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

Y. Validity

If any portion, provision, or part of this Contract is held, determined or adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Contract, and (to the extent allowed by law) shall not affect the validity or enforceability of such remaining portions, provisions, or parts.

Z. Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach of such provision. Failure of the County to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

AA. Default and Termination

1. Default

a. The County may, subject to the provisions of subsection c (pertaining to defaults of subcontractors) below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:

i. If the Contractor has materially breached this Contract; or

ii. If the Contractor fails to perform the work within the time specified herein or any extension thereof; or

iii. If the Contractor fails to perform any of the other provisions of this Contract or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of five working days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.

b. In the event the County terminates this Contract in whole or in part pursuant to this subsection, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar goods and services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

c. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight

embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

d. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause or the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to this Exhibit's Section 2.AA.3, Termination for Convenience.

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

f. As used herein, the terms "subcontractor" and "subcontractors" mean persons, companies, corporations, or other organizations furnishings supplies, services of any nature, equipment, or materials to Contractor, at any tier, under oral or written agreement.

2. <u>Default for Insolvency</u>

The County may terminated this Contract forthwith for default in the event of the occurrence of any of the following:

a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.

b. The filing of a voluntary petition to have the Contractor declared bankrupt.

c. The appointment of a Receiver or Trustee for the Contractor.

d. The execution by the Contractor of an assignment for the benefits of creditors.

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

3. Termination for Convenience

It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County shall be the sole judge; however, and notwithstanding:

a. The County may at any time terminate this Contract, or any portion thereof, without liability (except as hereinafter provided) by delivering to the Contractor written notice specifying the desired termination date at least 30 days in advance thereof.

b. If this Contract is terminated, the Contractor shall, within 30 days of the Notice of Termination, complete those items of work which are in various stages of completion, which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by the Contractor under this Contract shall be delivered to the County upon request and shall become the property of the County.

4. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Requirements

Failure of the Contractor to maintain compliance with the requirements set forth in this Exhibit's Section 2.F, "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 calendar days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board may terminate this Contract pursuant to Paragraph AA.1 "Default," of this Section 2, and debar the Contractor pursuant to County Code Chapter 2.202.

BB. Notification

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

Chief Deputy Director
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

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

CC. Changes and Amendments of Terms

The County reserves the right to change any portion of the work required under this Contract, or amend such terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

1. For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.

2. For any revision which materially affects the Scope of Work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor or if delegated by the Board, the Director and the Contractor.

3. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time provided; however, the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.

4. The Board or the County's Chief Administrative Officer may require the addition and/or change of certain contract terms and conditions during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the Board or the Chief Administrative Officer. To implement such changes, an amendment or change order will be prepared by Public Works for execution by the Contractor and the Director.

DD. Confidentiality

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, State, and County laws, regulations, ordinances, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder ~~of the~~ confidentiality provisions of this Contract.

EE. Contractor's Charitable Activities Compliance

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

FF. Budget Reduction

The County reserves the right to renegotiate the terms of this Contract to reduce the Contractor's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Contract as provided herein.

# SECTION 3

## GENERAL CONDITIONS OF CONTRACT WORK

A. Labor

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

B. Public Convenience

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

C. Cooperation

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

D. Care and Protection of Facilities

The Contractor shall recognize that any damage to Public Works facilities from Contractor negligence shall, to Public Works' satisfaction, be repaired at the Contractor's expense. The Contractor shall be responsible for the security of any and all of Public Works facilities in its care. The Contractor shall provide protection against vandalism, accidental, or malicious damage, both during working and nonworking hours.

E. Equipment, Labor, Supervision, and Materials

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

F. Permits/Licenses

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

G. Quality of Work

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

H. Quantities of Work

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

I. Cooperation and Collateral Work

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

J. Authority of Public Works and Inspection

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

K. Safety Requirements

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

L. Public Safety

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

M. Work Area Controls

The Contractor shall comply with all applicable laws and regulations. The Contractor shall maintain work area in a neat, orderly, clean, and safe manner. The Contractor shall avoid spreading out equipment excessively. Location and

layout of all equipment and materials at each jobsite will be subject to the Director's approval.

N. Transportation

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

O. Storage of Material and Equipment

The Contractor shall not store material or equipment at the jobsite, except as might be specifically outlined in other sections. Public Works will not be liable or responsible for any damage, by whatever means, or for the theft of the Contractor's material or equipment from any jobsite.

P. Jobsite Safety

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

Q. Labor Law Compliance

The Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor. The Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

R. Overtime

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

S. Prohibition Against Use of Child Labor

1. The Contractor shall:

   a. Not knowingly sell or supply to the County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;

b. Upon request by the County, provide the country/countries of origin of any products, goods, supplies, or other personal property the Contractor sells or supplies to the County;

c. Upon request by the County, provide to the County the manufacturer's certification of compliance with all international child labor conventions; and

d. Should the County discover that any products, goods, supplies, or other personal property sold or supplied by the Contractor to the County are produced in violation of any international child labor conventions, the Contractor shall immediately provide an alternative, compliant source of supply.

2. Failure by the Contractor to comply with provisions of this clause will be grounds for immediate cancellation of this Contract.

# SECTION 4

# INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between the County and the Contractor.

The Contractor understands and agrees that all persons furnishing services to the County pursuant to this Contract are, for all purposes, including, but not limited to, Workers' Compensation liability, employees solely of the Contractor and not of the County.

The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of the Contractor pursuant to this Contract.

B. Indemnification

The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract, including, but not limited to, claims or damages for property damage, personal injury, death, claims, or damages under the Comprehensive Environmental Response, Compensation, and Liability Act, the California Health & Safety Code or pursuant to any Federal, State, or local environmental law, regulation or mandate, administrative or judicial. The Contractor shall not be obligated to indemnify the County for the active negligence of the County.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Section 4, Paragraph B (above), and to the extent allowed by law, the Contractor agrees to defend, indemnify and hold harmless the County, its Special Districts, officers, employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of the Contractor, its subcontractors or the County, attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify the County, and hold harmless includes all investigations and

proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. The Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of the County. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by the Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:

   a. Specifically identify this Contract.

   b. Clearly evidence all coverage required in this Contract.

   c. Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.

   d. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its Special Districts, officials, officers, and employees as insureds for all activities arising from this Contract.

   e. Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to the County or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3. Insurer Financial Rating - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.

4. Failure to Maintain Coverage - Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend the Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

5. Notification of Incidents, Claims, or Suits - The Contractor shall report to the County's Contract Manager:

   a. Any accident or incident relating to work performed under the Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.

   b. Any third-party claim or lawsuit filed against the Contractor arising from or related to work performed by the Contractor under this Contract.

   c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."

   d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to the Contractor under the terms of this Contract.

E. Compensation for County Costs

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

F. Insurance Coverage Requirements for Subcontractors

The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor; or

2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following (can be met by a combination of primary and excess insurance coverage):

| | | |
|---|---|---|
| a. | General Aggregate: | $2 million |
| b. | Products/Completed Operations Aggregate: | $1 million |
| c. | Personal and Advertising Injury: | $1 million |
| d. | Each Occurrence: | $1 million |

2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage).

3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other State for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the Contractor is responsible.

4. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

| | | |
|---|---|---|
| a. | Each Accident: | $1 million |
| b. | Disease - policy limit: | $1 million |
| c. | Disease - each employee: | $1 million |

5. As a condition precedent to its performance pursuant to this Contract, the Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the

Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

## SECTION 5

## CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

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

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

D. If there is evidence that the Contractor may be subject to debarment, Public Works will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have

the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

I. These terms shall also apply to subcontractors of the Contractor.

# SECTION 6

# CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

A. Contract Subject to Jury Service Program

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

B. Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employee deposit any fees received for such jury service with the Contractor or that the Contractor deducts from the employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity, which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when this Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an

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

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

## SECTION 7

## LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

A. This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

B. The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

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

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

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

E. The above penalties shall also apply if the Contractor is no longer eligible for certification as a result of a change of its status and the Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

## SECTION 8

## SAFELY SURRENDERED BABY LAW PROGRAM

A. Notice to Employees Regarding the Safely Surrendered Baby Law

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

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

# SECTION 9

## COMPLIANCE WITH LIVING WAGE PROGRAM

A. Living Wage Program

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

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "employer" as defined under the Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), Contractor shall pay its employees no less than the applicable hourly living wage rate, as set forth immediately below, for the employees' services provided to the County, including, without limitation, "travel time" as defined below in subsection 5 of this Section 9.B under this Contract:

   a. Not less than $9.46 per hour if, in addition to the per-hour wage, Contractor contributes less than $1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents; or

   b. Not less than $8.32 per hour if, in addition to the per-hour wage, Contractor contributes at least $1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents. Contractor will be deemed to have contributed $1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than $1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its employees the higher hourly living wage rate.

2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for the County under this Contract. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Living Wage Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which

are provided to the County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.

4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "employer", or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by the County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.

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

C. <u>Contractor's Submittal of Certified Monitoring Reports</u>

1. Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list

all of Contractor's employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each employee. All certified monitoring reports shall be submitted on forms provided by the County, or any other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

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

During the term of this Contract, if the Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including, but not limited to, any violation or claim pertaining to wages, hours, and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operation in California.

E. County Auditing of Contractor Records

1. Upon a minimum of 24 hours' written notice, the County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports.

2. Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under this Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's employees are working. Contractor shall also distribute County-provided notices to each of its employees at

least once per year. Contractor shall translate into Spanish and any other language spoken by a significant number of employees the posters and handouts.

G. Enforcement and Remedies

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

2. Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to the County after the date it is due, or if the report submitted does not contain all of the required information, is inaccurate, or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

   a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

   b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time. The liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages in the amount of $100 per monitoring report for each day until the County has been provided with a properly prepared, complete, and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

   c. Termination: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

3. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

   a. Withholding Payment: If Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

   b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time. The liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages of $50 per employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

   c. Termination: Contractor's failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

4. Debarment: In the event Contractor breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

H. <u>Use of Full-Time Employees</u>

Contractor shall assign and use full-time employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing

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

I. Contractor Retaliation Prohibited

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

J. Contractor Standards

During the term of the Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by the County, Contractor shall demonstrate to the satisfaction of the County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

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

**EXHIBIT C**

Department of the Treasury
**Internal Revenue Service**
# Notice 1015

(Rev. December 2005)

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

### What Is the EIC?
The EIC is a refundable tax credit for certain workers.

### Which Employees Must I Notify About the EIC?
You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.
**Note:** *You are encouraged to notify each employee whose wages for 2005 are less than $37,263 that he or she may be eligible for the EIC.*

### How and When Must I Notify My Employees?
You must give the employee one of the following:
- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2006.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

### How Will My Employees Know If They Can Claim the EIC?
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2005 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

### How Do My Employees Claim the EIC?
Eligible employees claim the EIC on their 2005 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2005 and owes no tax but is eligible for a credit of $799, he or she must file a 2005 tax return to get the $799 refund.

### How Do My Employees Get Advance EIC Payments?
Eligible employees who expect to have a qualifying child for 2006 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.



Cat. No. 20599I

EXHIBIT D.1

# No shame.

# No blame.

# No names.

**Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.**

**In Los Angeles County:**
**1-877-BABY SAFE**
**1-877-222-9723**
**www.babysafela.org**

**State of California**
Gray Davis, Governor

**Health and Human Services Agency**
Grantland Johnson, Secretary

**Department of Social Services**
Rita Saenz, Director

**Los Angeles County Board of Supervisors**
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

## How does it work?

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

## What if a parent wants the baby back?

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

## Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

## Does the parent have to call before bringing in the baby?

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

## Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

## What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

## What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

## A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

*It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.*

EXHIBIT D.3

# Sin pena.
# Sin culpa.
# Sin peligro.

**Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.**

## En el Condado de Los Angeles:
## 1-877-BABY SAFE
## 1-877-222-9723
## www.babysafela.org

**Estado de California**
Gray Davis, Gobernador

**Agencia de Salud y Servicios Humanos**
*(Health and Human Services Agency)*
Grantland Johnson, Secretario

**Departamento de Servicios Sociales**
*(Department of Social Services)*
Rita Saenz, Directora

**Consejo de Supervisores del Condado de Los Angeles**
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa tambien esta apoliada por First 5 LA y INFO LINE de Los Angeles.

## ¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

## ¿Cómo funciona?

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

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

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

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

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

## ¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

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

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

## ¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

## ¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

## ¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

## Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.**

*Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.*

EXHIBIT E.1

# LOS ANGELES COUNTY
# DEPARTMENT OF PUBLIC WORKS

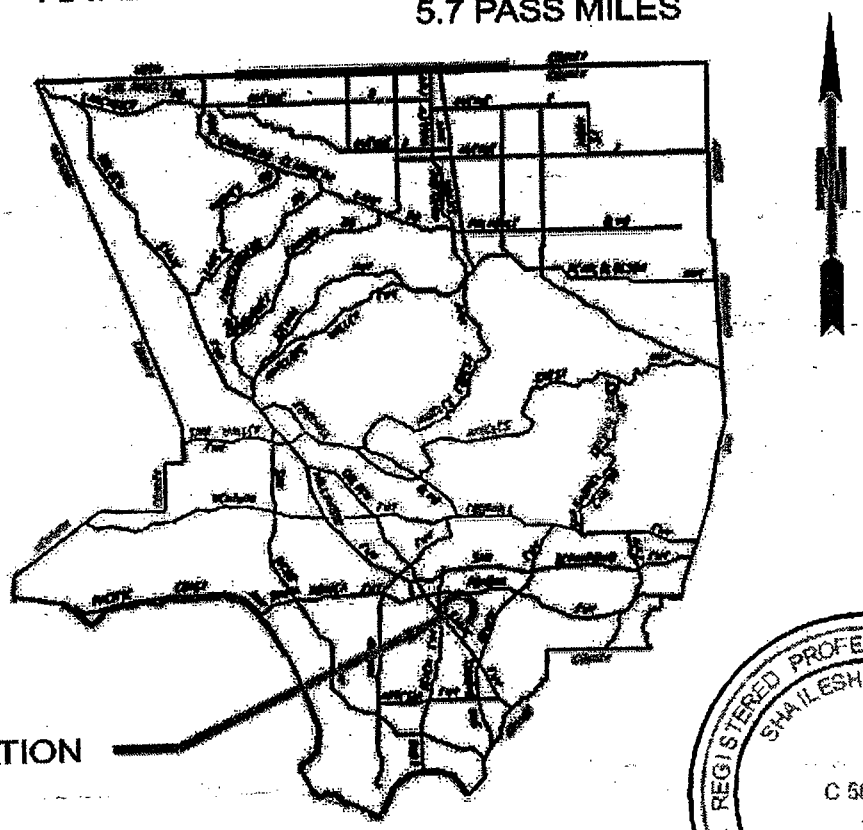
## PROJECT ID NO. RMD4106002

PRIME CONTRACTOR LICENSE REQUIRED: NONE

## CITY TERRACE AREA

STREET SWEEPING

TOTAL LENGTH: 94.0 CURB MILES
5.7 PASS MILES




VICINITY MAP

No Scale

REGISTERED PROFESSIONAL ENGINEER
SHAILESH R. PATEL
C 58158
EXP. 06/30/2006
CIVIL
STATE OF CALIFORNIA

INDEX OF SHEETS


| | | |
|---|---|---|
| SHT | 1 | Title Sheet |
| SHTS | 2-15 | Location Maps |
| SHTS | 16-17 | Alleys |
| SHTS | 18 | Posted Times & Notes |


APPROVED JAMES A. NOYES DIRECTOR OF PUBLIC WORKS
BY
DEPUTY DIRECTOR

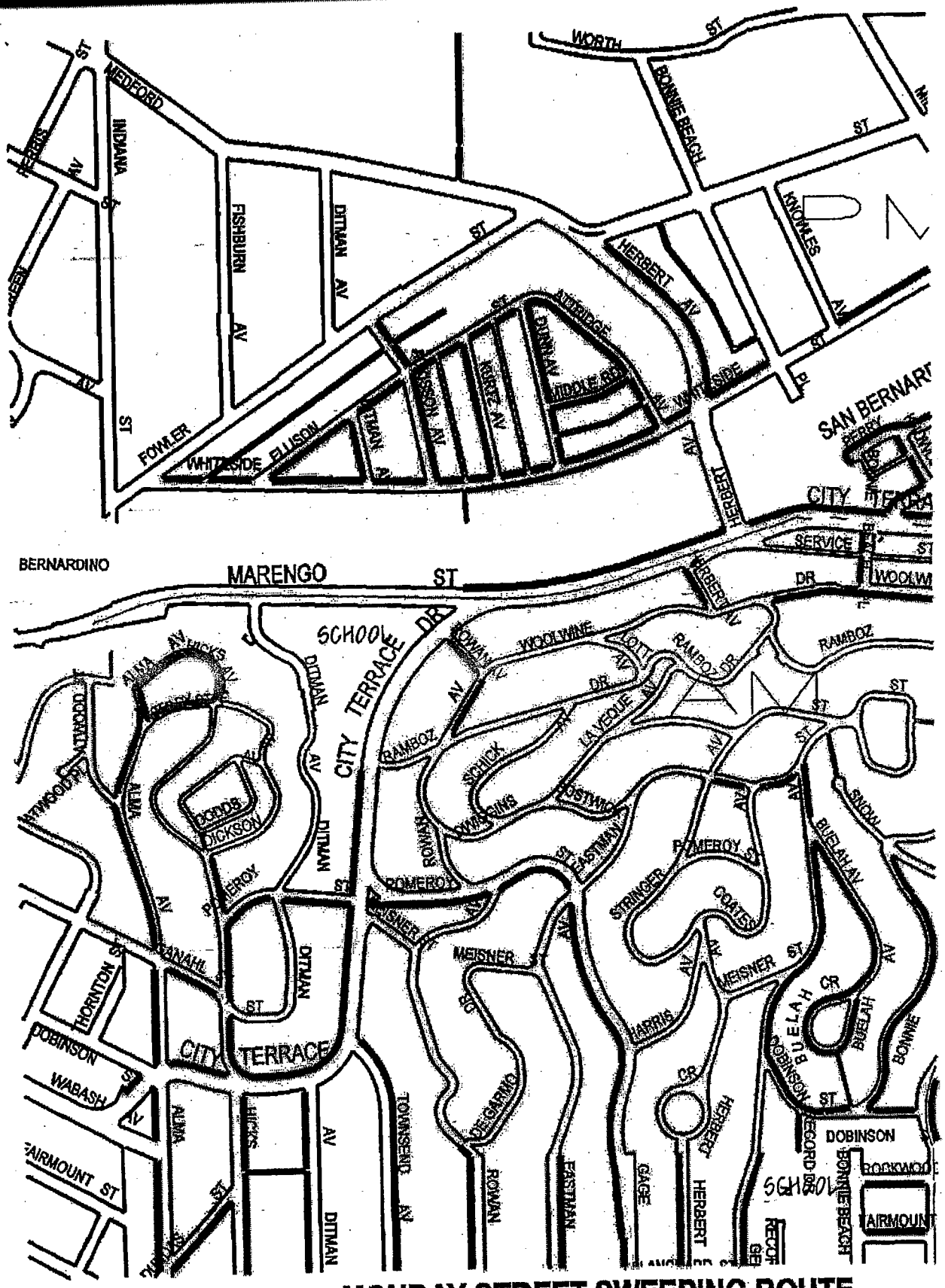
SUBMITTED

ASST. DEPUTY DIRECTOR-RD.MAINT.DIV. DATE

REVIEWED

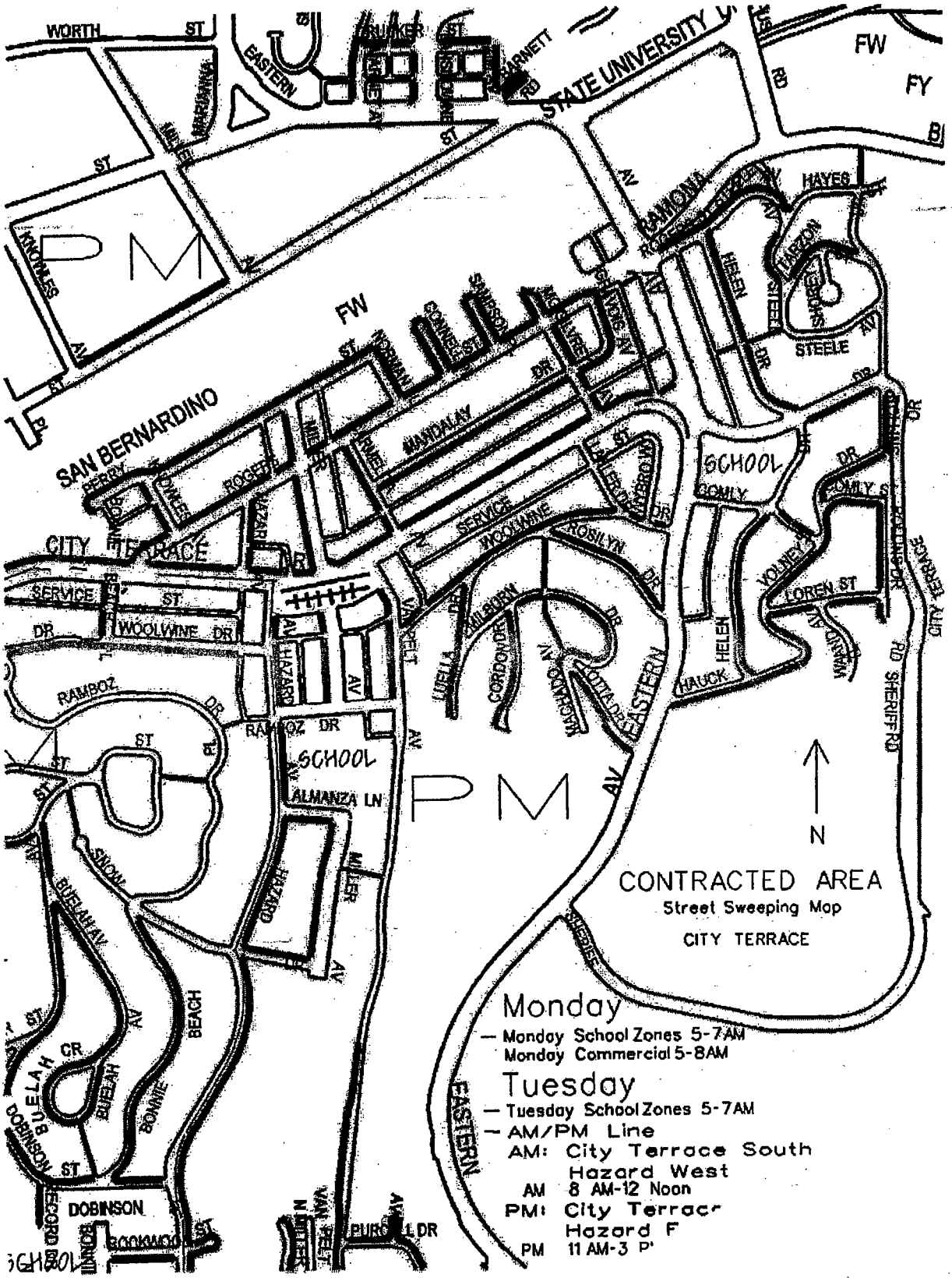
DISTRICT ENGINEER-RD.MAINT.DIST. 4 DATE

| | | | | | | |
|---|---|---|---|---|---|---|
| PROJECT NAME | CITY TERRACE STREET SWEEPING | | | | PROJECT I.D. No. RMD4106002 | |
| PROJECT ENGINEER | S. PATEL | C.E. NO 58158 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4 | T.G. 635 | FILENAME 1425S | SCALE NONE | SHEET 1 OF 18 |




**MONDAY STREET SWEEPING ROUTE**

| | | | | | | |
|---|---|---|---|---|---|---|
| PROJECT NAME | CITY TERRACE STREET SWEEPING (MONDAY) | | | | | PROJECT I.D. No. RMD4106002 |
| PROJECT ENGINEER | S. PATEL | C.E. NO. 58158 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4 | T.G. 635 | FILENAME 14253 | SCALE NONE | SHEET 2 OF 18 |




| PROJECT NAME | CITY TERRACE STREET SWEEPING (MONDAY) | | | | | PROJECT I.D. No. RMD4106002 |
|---|---|---|---|---|---|---|
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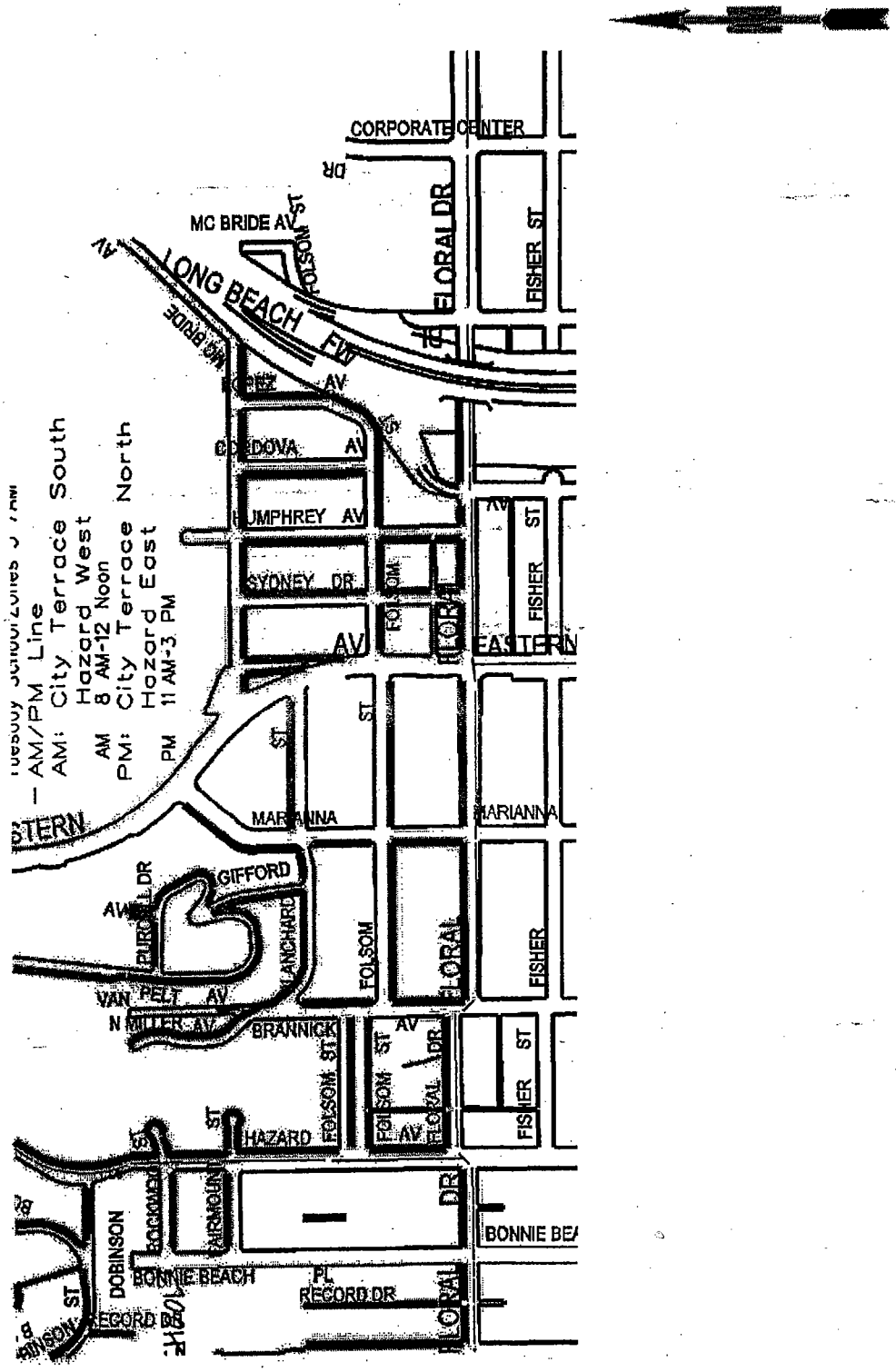


**MONDAY STREET SWEEPING ROUTE**

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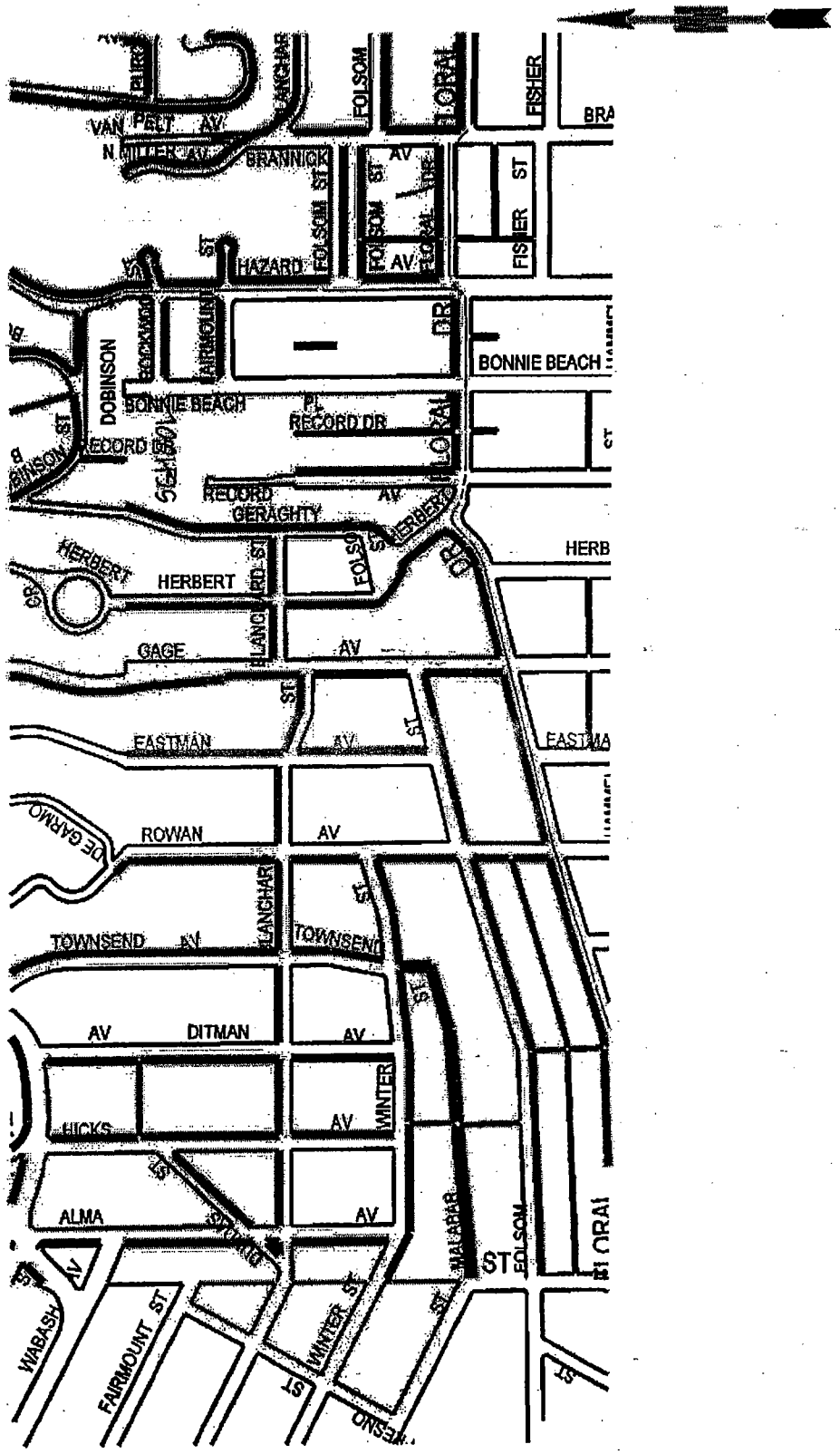
| PROJECT NAME | CITY TERRACE STREET SWEEPING (MONDAY) | | | | | PROJECT I.D. NO. RMD4106002 |
| PROJECT ENGINEER | S. PATEL | C.E. NO. 58158 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4 | T.G. 635 | FILENAME 142SS | SCALE NONE | SHEET 4 OF 18 |




## MONDAY STREET SWEEPING ROUTE

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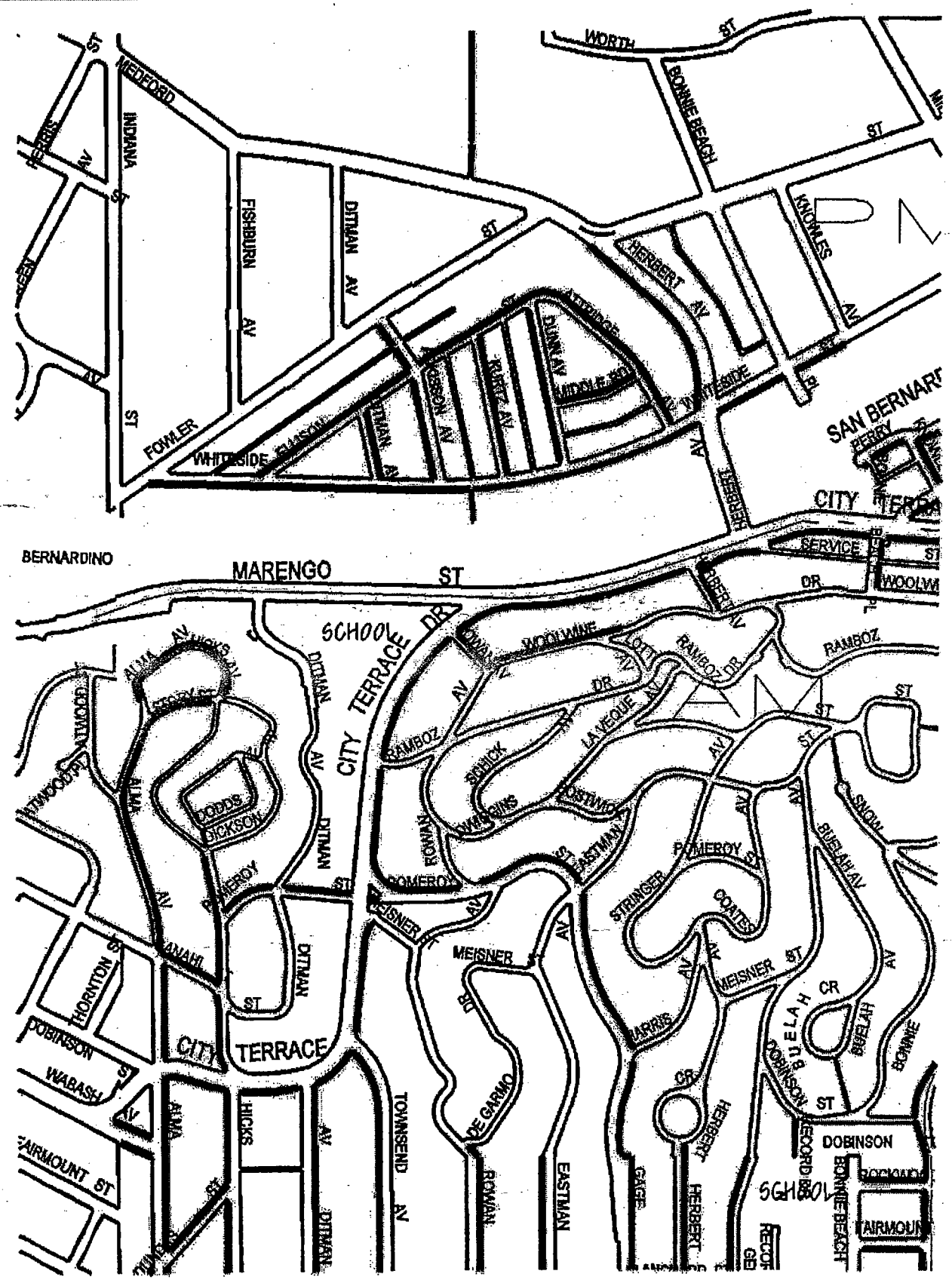
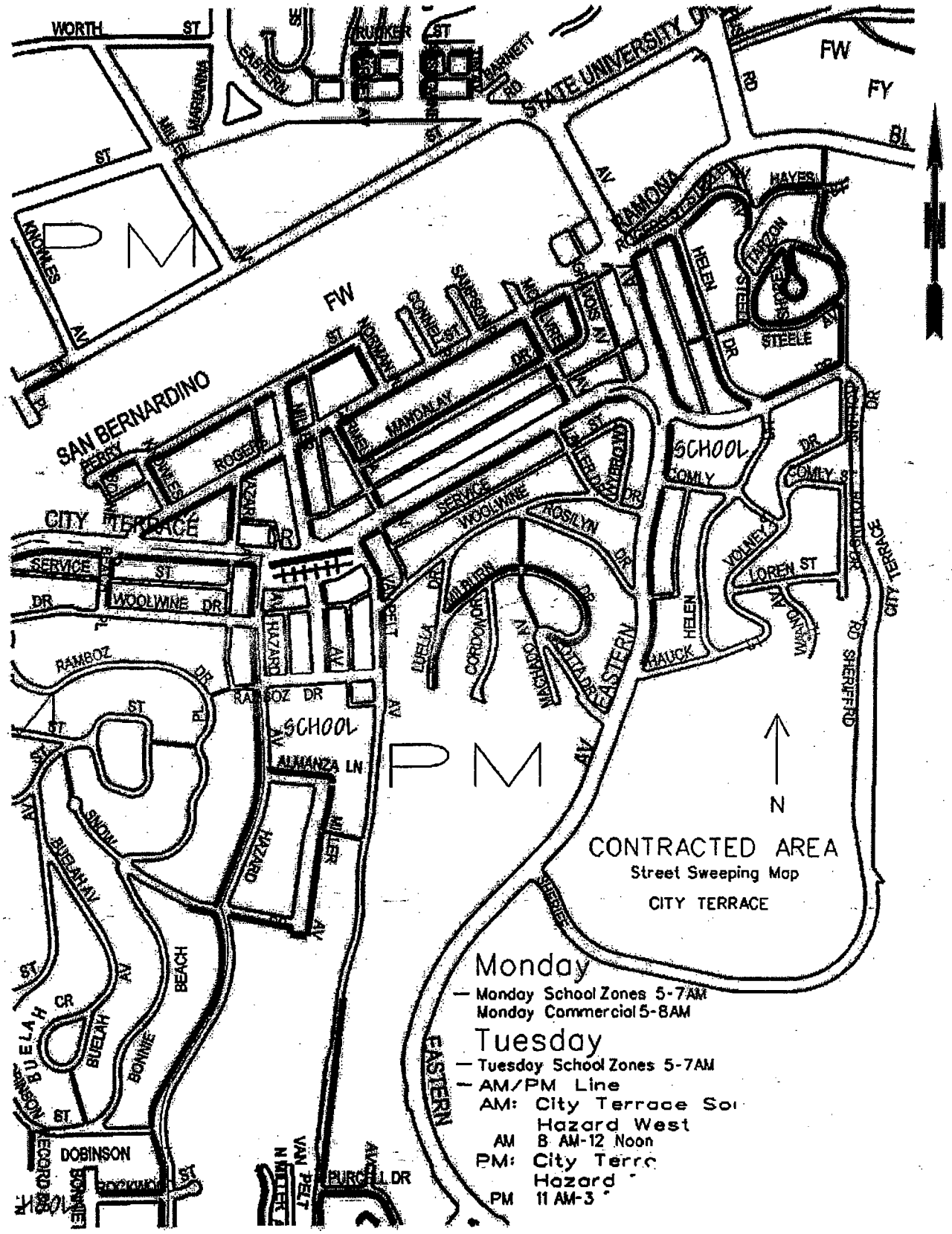
| PROJECT NAME | CITY TERRACE STREET SWEEPING (MONDAY) | | | | | PROJECT I.D. No. RMD4106002 |
| PROJECT ENGINEER | S. PATEL | C.E. NO 58158 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4 | T.G. 635 | FILENAME 142SS | SCALE NONE | SHEET 5 OF 18 |

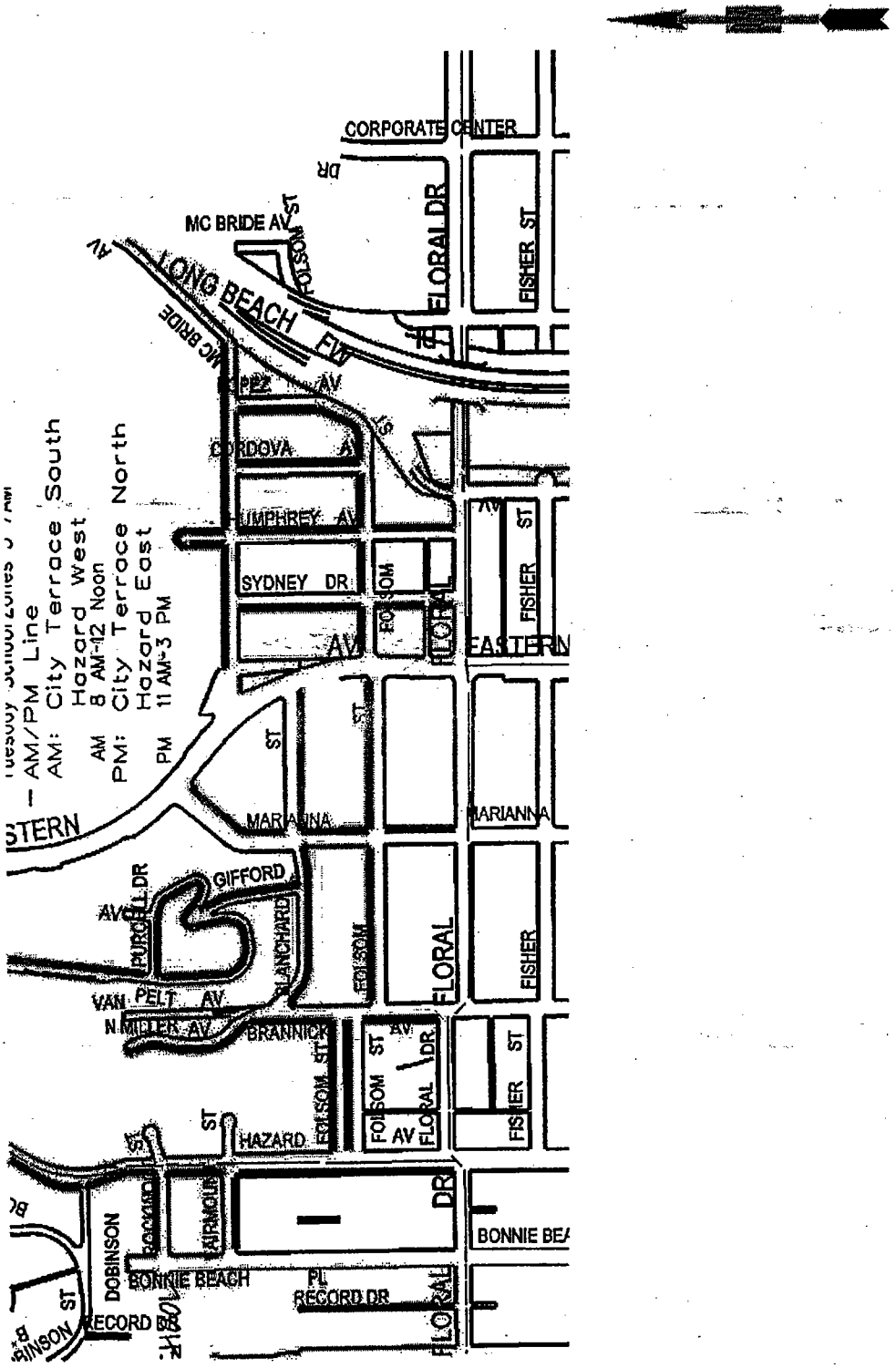



**TUESDAY STREET SWEEPING ROUTE**

| | | | | | | |
|---|---|---|---|---|---|---|
| PROJECT NAME | CITY TERRACE STREET SWEEPING (TUESDAY) | | | | | PROJECT I.D. No. RMD4106002 |
| PROJECT ENGINEER | S. PATEL | C.E. No. 58158 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4 | T.G. 635 | FILENAME 14255 | SCALE NONE | SHEET 6 OF 18 |

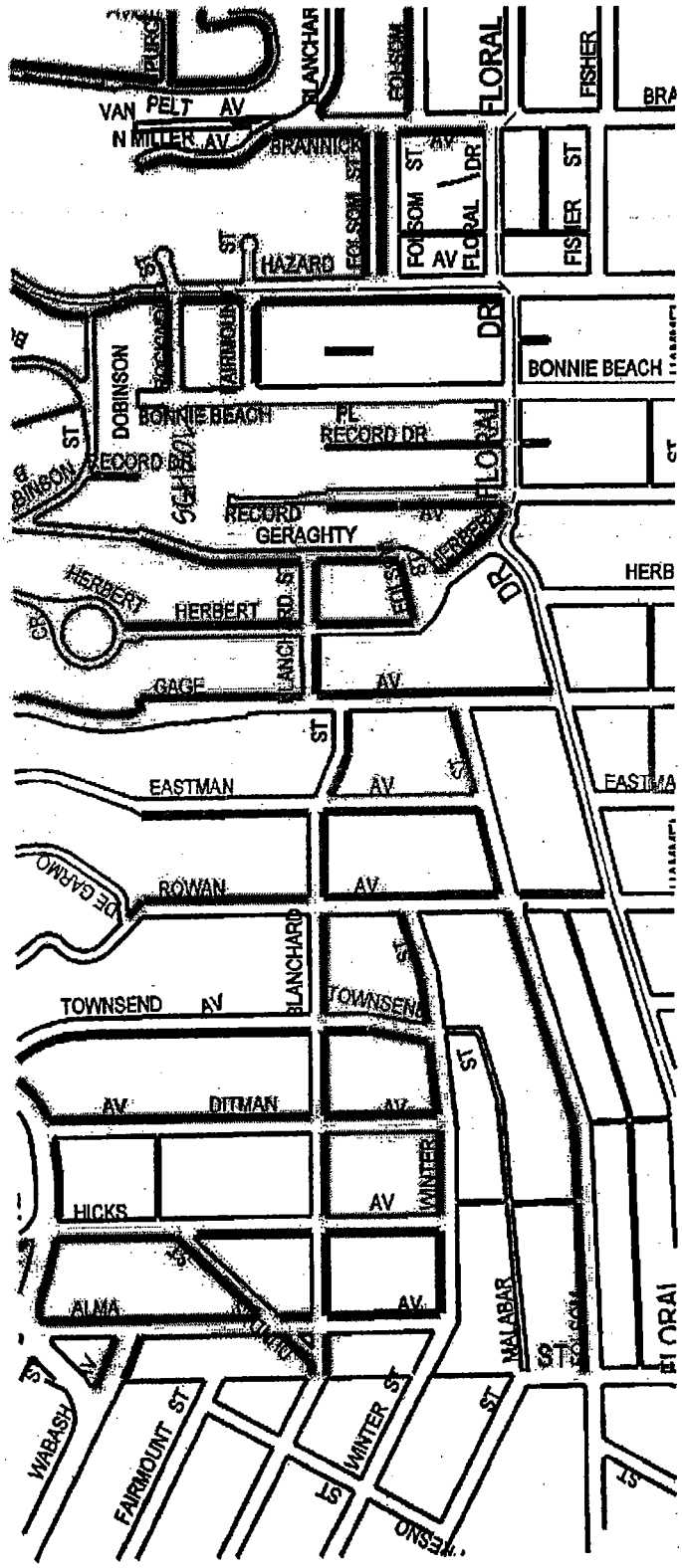



| PROJECT NAME | CITY TERRACE STREET SWEEPING (TUESDAY) | | | | PROJECT I.D. No. RMD4106002 | |
|---|---|---|---|---|---|---|
| PROJECT ENGINEER | S. PATEL | C.E. NO 58158 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4 | T.G. 635 | FILENAME 142SS | SCALE NONE | SHEET 7 OF 18 |



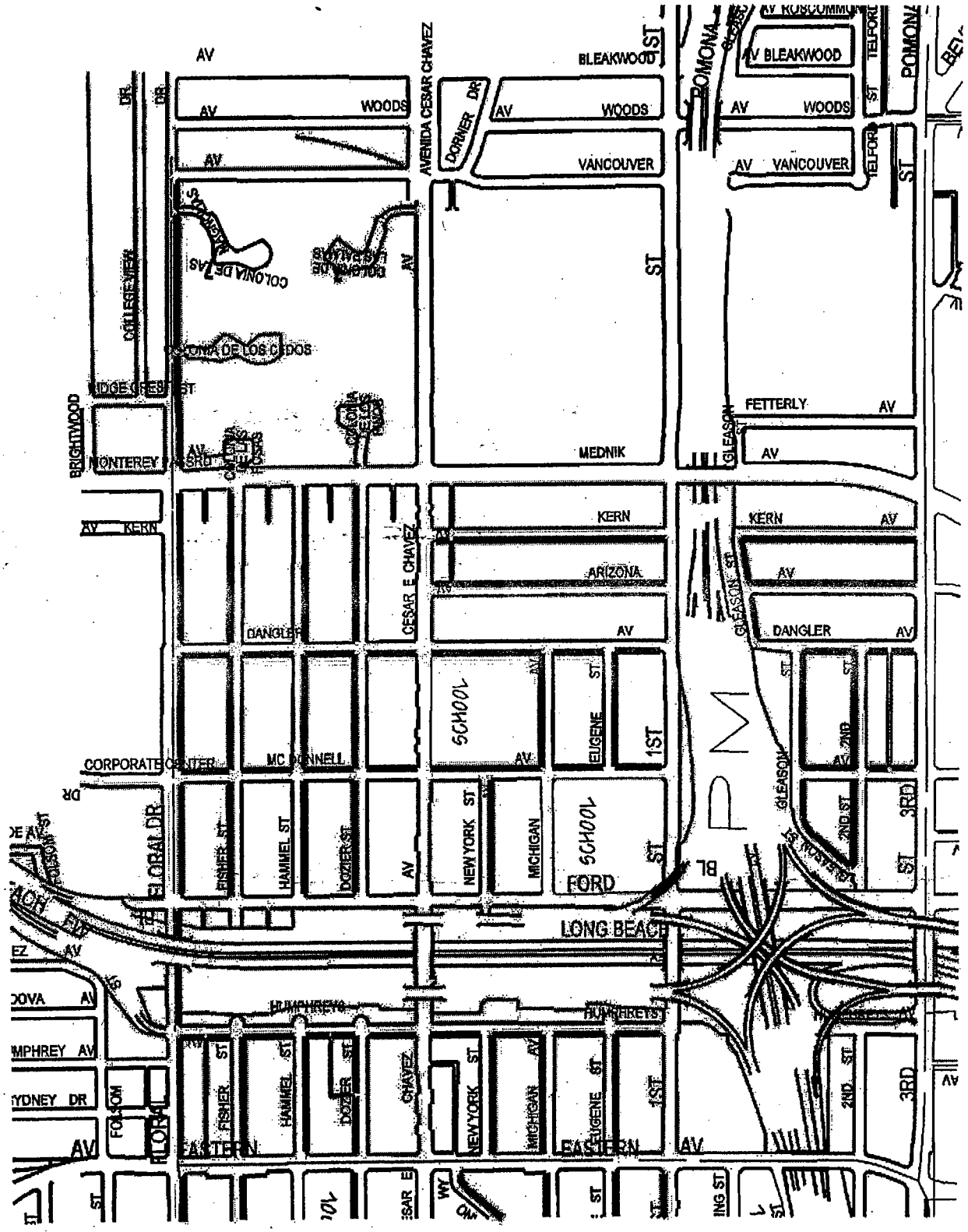

## TUESDAY STREET SWEEPING ROUTE

| | | | | | | |
|---|---|---|---|---|---|---|
| PROJECT NAME | CITY TERRACE STREET SWEEPING (TUESDAY) | | | | | PROJECT I.D. NO. RMD4106001 |
| PROJECT ENGINEER | S. PATEL | C.E. NO. 58158 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4 | T.G. 635 | FILENAME 14265 | SCALE NONE | SHEET 8 OF 18 |



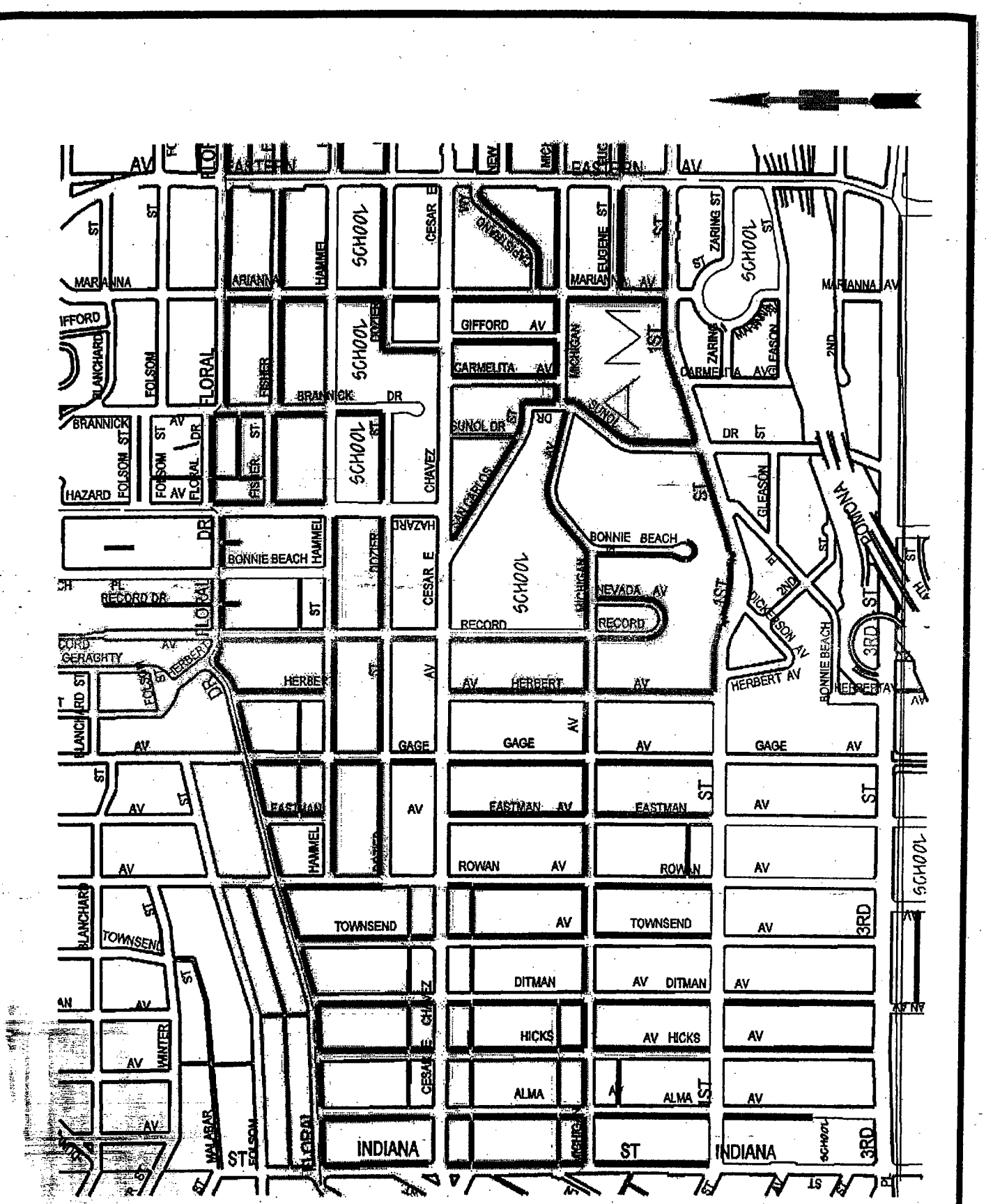

**TUESDAY STREET SWEEPING ROUTE**

| | | | | | | |
|---|---|---|---|---|---|---|
| PROJECT NAME | CITY TERRACE STREET SWEEPING (TUESDAY) | | | | | PROJECT I.D. No. RMD4106002 |
| PROJECT ENGINEER | S. PATEL | C.E. No 58150 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4 | T.G. 635 | FILENAME 14255 | SCALE NONE / SHEET 9 OF 18 |



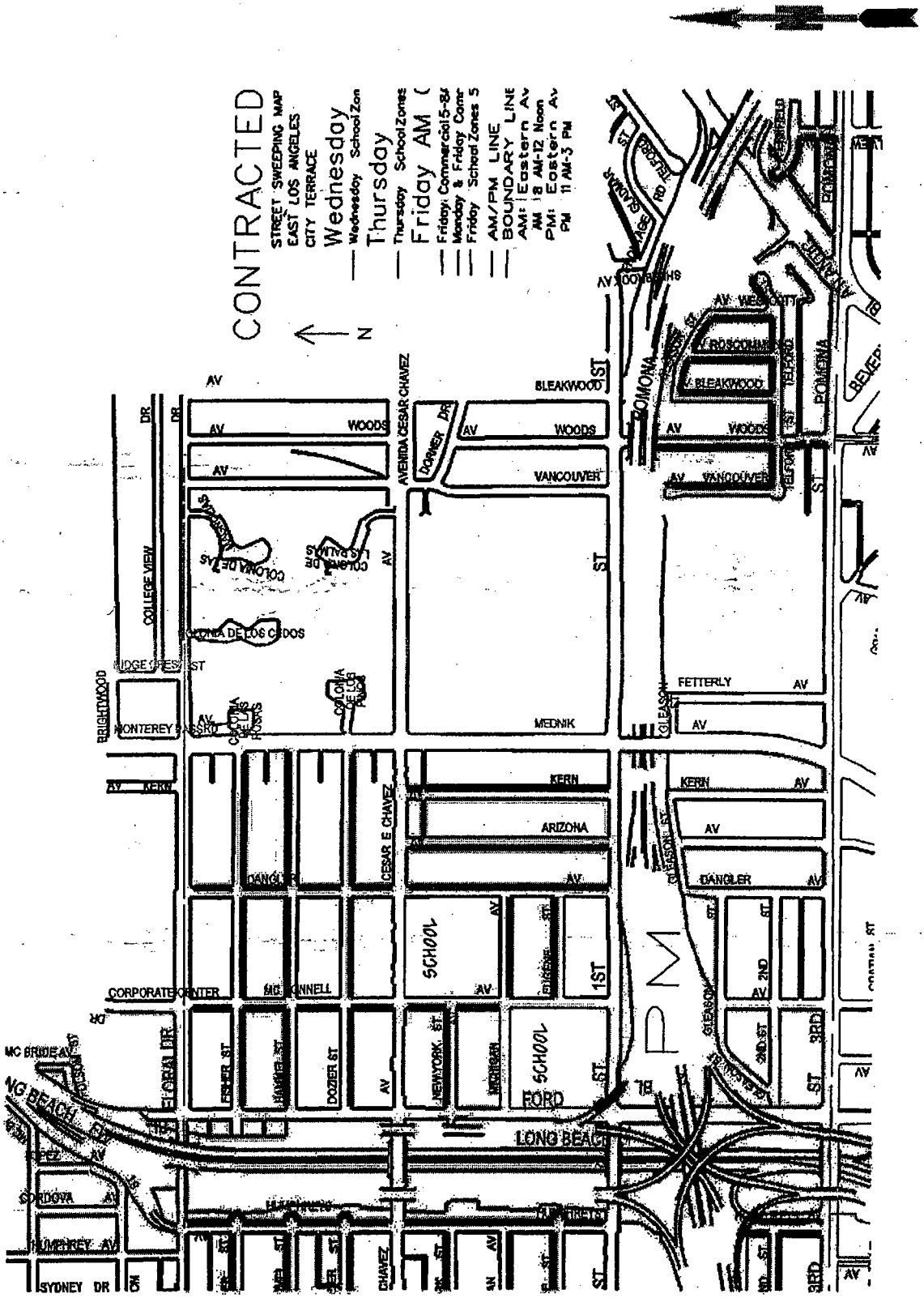

**WEDNESDAY STREET SWEEPING ROUTE**

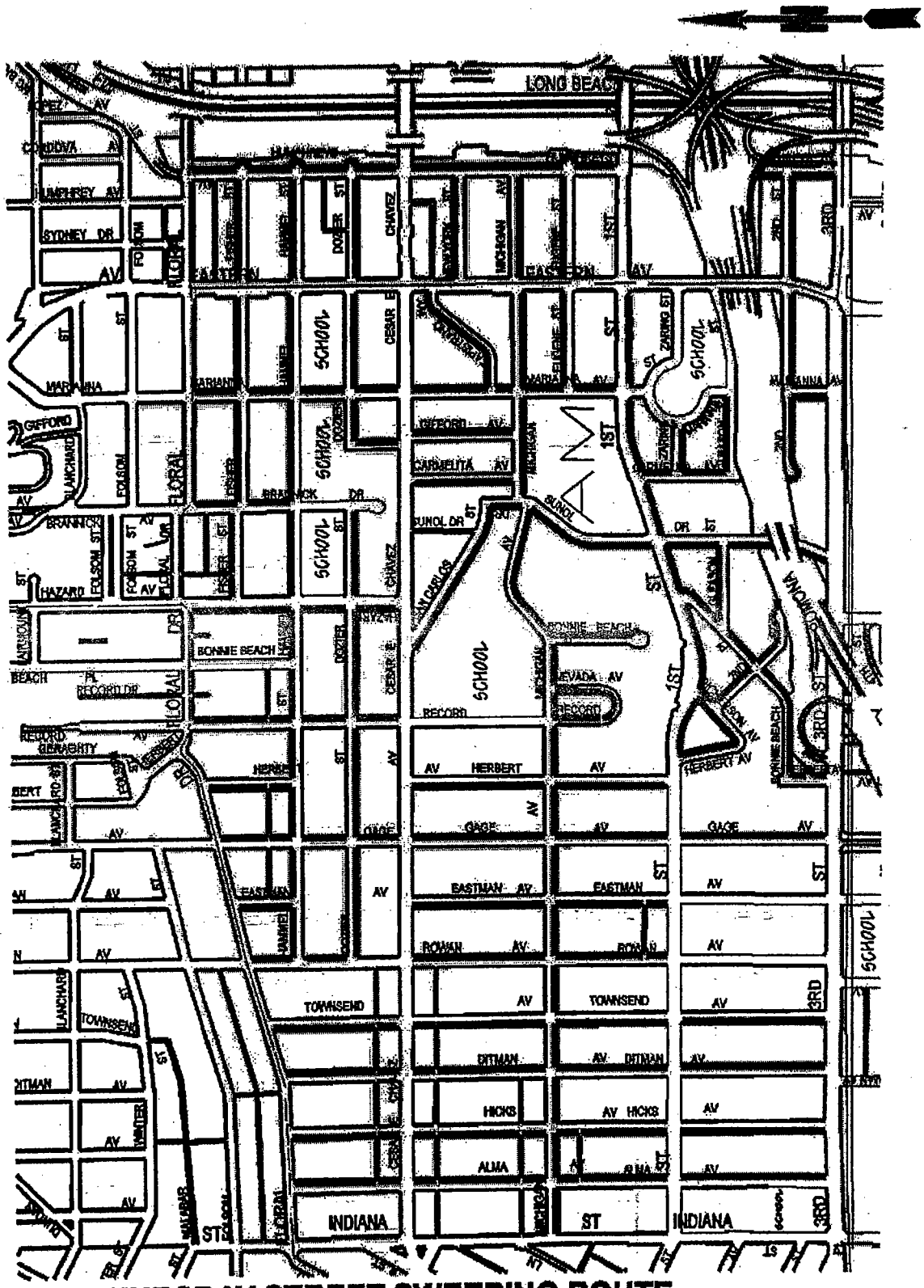
| | | | | | | |
|---|---|---|---|---|---|---|
| PROJECT NAME | CITY TERRACE STREET SWEEPING (WEDNESDAY) | | | | | PROJECT I.D. No. RMD4106002 |
| PROJECT ENGINEER | S. PATEL | C.E. NO. 58158 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4 | T.G. 635 | FILENAME 14255 | SCALE NONE / SHEET 10 OF 18 |




**WEDNESDAY STREET SWEEPING ROUTE**

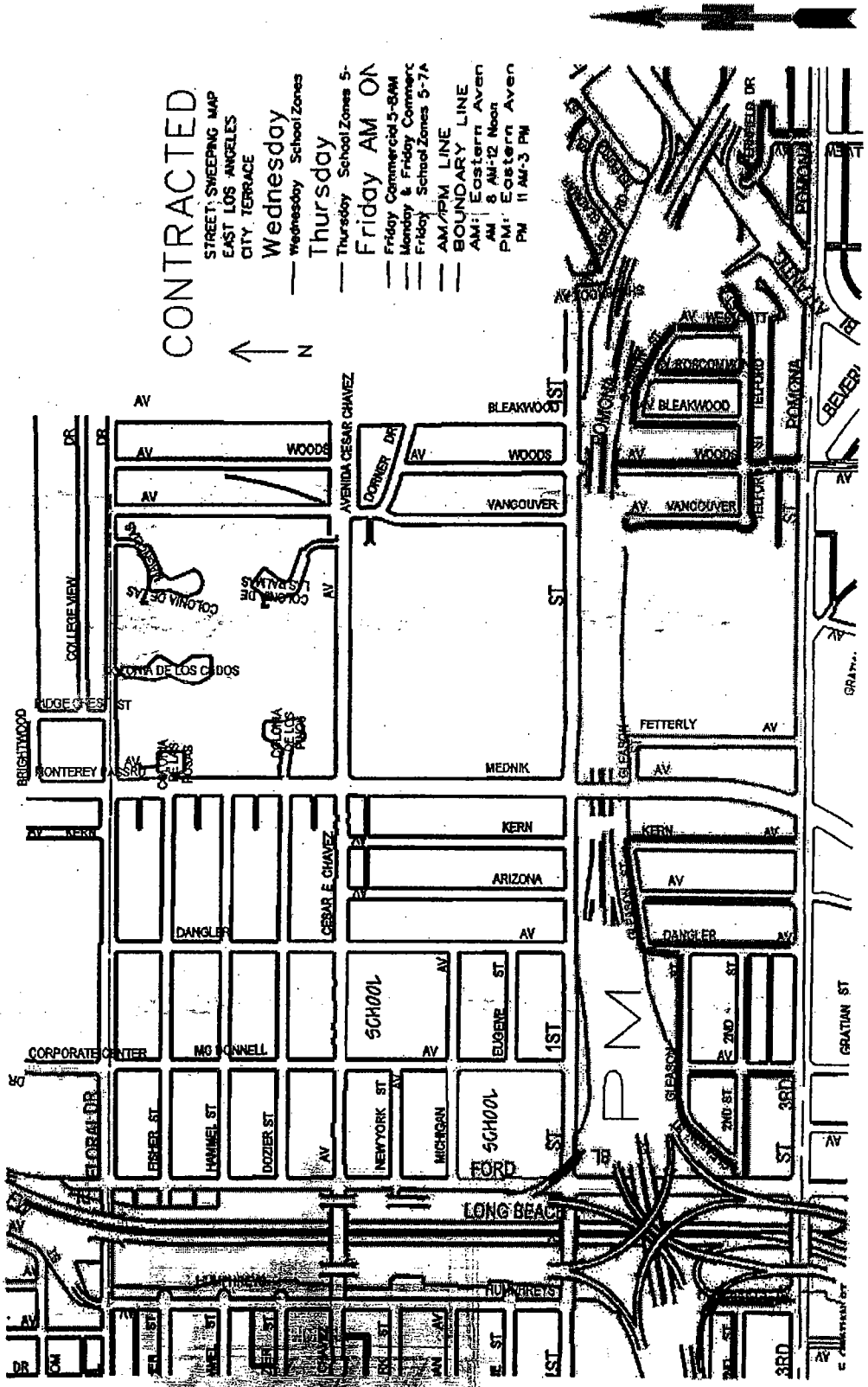
| | | | | | |
|---|---|---|---|---|---|
| PROJECT NAME: CITY TERRACE STREET SWEEPING (WEDNESDAY) | | | | | PROJECT I.D. No. RMD4106002 |
| PROJECT ENGINEER: S. PATEL | C.E. NO 58158 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4 | T.G. 635 | FILENAME 142SS | SCALE NONE / SHEET 11 OF 18 |


CONTRACTED
STREET SWEEPING MAP
EAST LOS ANGELES
CITY TERRACE
Wednesday
Wednesday School Zon
Thursday
Thursday School Zones
Friday AM (
Friday: Commercial 5-8
Monday & Friday Com
Friday School Zones 5
AM/PM LINE
BOUNDARY LINE
AM: Eastern Av
AM 8 AM-12 Noon
PM: Eastern Av
PM 11 AM-3 PM
N
BLEAKWOOD
WOODS
VANCOUVER
AVENIDA CESAR CHAVEZ
DORNER DR
POMONA
COLONIA DE LOS CEDOS
COLONIA DE LAS PALMAS
COLONIA DE LOS PINOS
COLONIA DE LAS ROSAS
COLONIA DE LOS ALAMOS
COLONIA DE LOS PINOS
COLONIA DE LOS CEDOS
COLONIA DE LAS PALMA



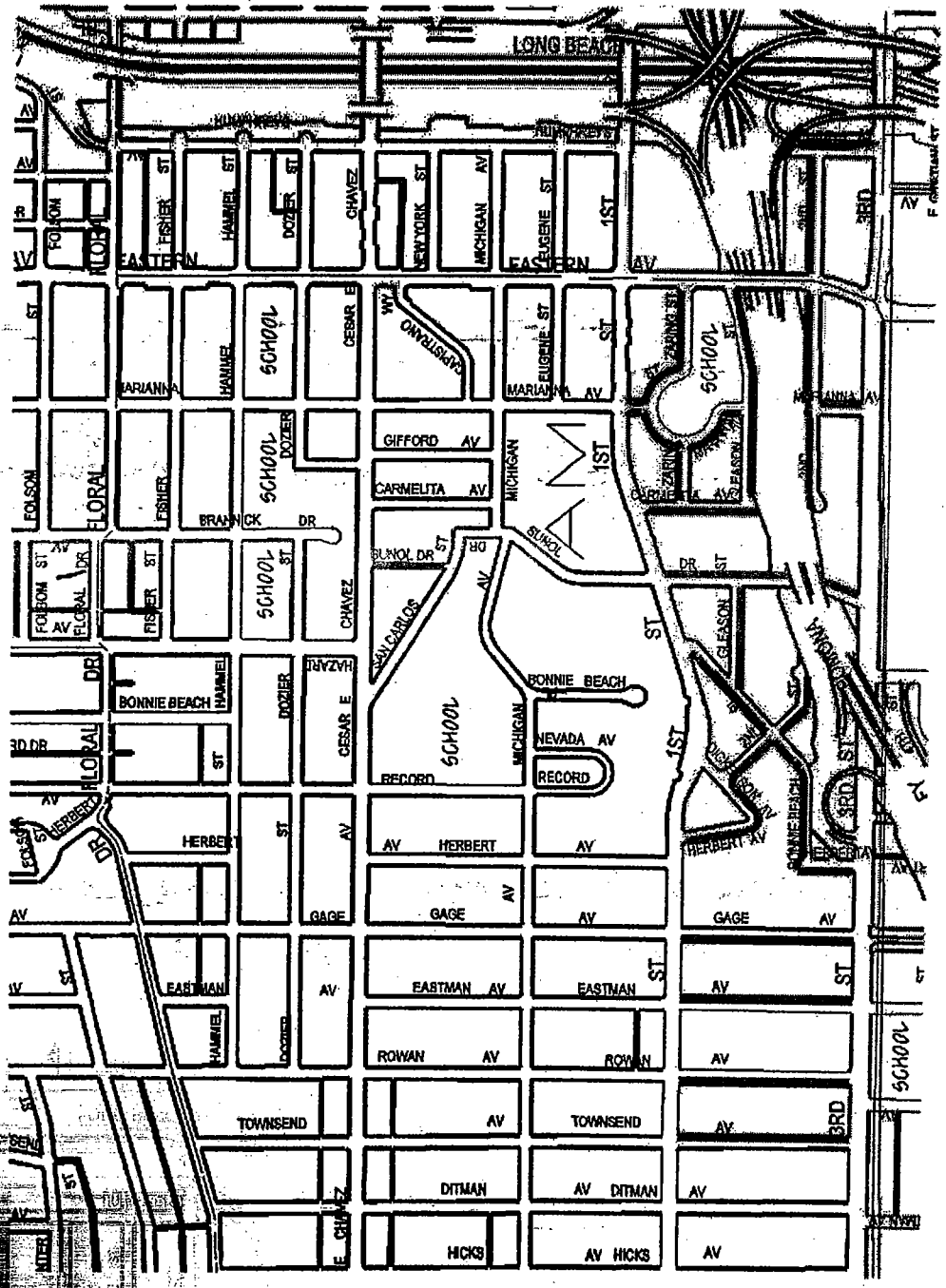

THURSDAY STREET SWEEPING ROUTE

| | | | | | | |
|---|---|---|---|---|---|---|
| PROJECT NAME | CITY TERRACE STREET SWEEPING (THURSDAY) | | | | | PROJECT I.D. No. RMD4106002 |
| PROJECT ENGINEER | S. PATEL | C.E. No. 5818 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4 | T.G. 635 | FILENAME 142SS | SCALE NONE | SHEET 13 OF 18 |




FRIDAY STREET SWEEPING ROUTE

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| PROJECT NAME | CITY TERRACE STREET SWEEPING (FRIDAY) | | | | | PROJECT I.D. No. | RMD4106002 |
| PROJECT ENGINEER | S. PATEL | C.E. NO 58158 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4 | T.G. 635 | FILENAME 142SS | SCALE NONE | SHEET 14 OF 18 |




# FRIDAY STREET SWEEPING ROUTE

| | | | | | | |
|---|---|---|---|---|---|---|
| PROJECT NAME | CITY TERRACE STREET SWEEPING (FRIDAY) | | | | | PROJECT I.D. No. RMD4106002 |
| PROJECT ENGINEER | S. PATEL | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4 | T.G. 635 | FILENAME 142SS | SCALE NONE | SHEET 15 OF 18 |

# ALLEYS
(To be swept weekly)

| ALLEY LOCATION | LIMITS | PASS MILES |
|---|---|---|
| Alley S/o Floral Dr | 150' W/o Humphreys Av / Humphreys Av | 0.03 |
| Alley N/o Michigan Av | 165' E/o Hicks Av / Ditman Av | 0.03 |
| Alley N/o Dozier St | 220' W/o Mednik Av / 37' W/o Mednik Av | 0.03 |
| Alley W/o Bonnie Bch Pl | 334' S/o Medford St / Medford St | 0.06 |
| Alley N/o Dozier St | 335' W/o Humphreys Av / Humphreys Av | 0.06 |
| Alley N/o Dozier St | 37' W/o Mednik Av / Mednik Av | 0.01 |
| Alley S/o Floral Dr | 390' W/o Brannick Av / Brannick Av | 0.07 |
| Alley N/o 3Rd St | 485' W/o Woods Av / Woods Av | 0.09 |
| Alley S/o Fowler St | Adkisson Av / 825' E/o Adkisson Av | 0.16 |
| Alley N/o Pomona Bl | Alley E/o Atlantic Bl / Hillview Av | 0.09 |
| Alley S/o Ramboz Dr | Alley E/o Miller Av / Van Pelt Av | 0.03 |
| Alley E/o Miller Av | Alley N/o City Terce Dr / Rogers St | 0.07 |
| Alley W/o Tim Av | Alley N/o Eastern Av / Drucker St | 0.03 |
| Alley E/o Marney Av | Alley N/o Eastern Av / S Drucker St | 0.03 |
| Alley E/o Indiana St | Alley N/o Floral Dr / Folsom St | 0.03 |
| Alley W/o Bonnie Bch Pl | Alley N/o Whiteside St / 485' S/o Medford St | 0.05 |
| Alley W/o Humphreys Av | Alley S/o Cesar Chvz Av / Cesar E Chavz Av | 0.03 |
| Alley W/o Knowles Av | Alley S/o Perry St / Perry St | 0.03 |
| Alley E/o Miller Av | Alley S/o Ramboz Dr / Ramboz Dr | 0.03 |
| Alley W/o Hazard Av | Alley S/o Woolwine Dr / Woolwine Dr | 0.06 |
| Alley N/o Whiteside St | Alley W/o Bonnie Bch Pl / Bonnie Beach Pl | 0.03 |
| Alley N/o City Terce Dr | Alley W/o Eastern Av / Eastern Av | 0.03 |
| Alley S/o Woolwine Dr | Alley W/o Hazard Av / Hazard Av | 0.03 |
| Alley S/o Perry St | Alley W/o Knowles Av / Knowles Av | 0.04 |
| Alley N/o Eastern Av | Alley W/o Marney Av / Marney Av | 0.03 |
| Alley N/o Floral Dr | Alley W/o Rowan Av / Rowan Av | 0.32 |
| Alley N/o Eastern Av | Alley W/o Tim Av / Tim Av | 0.03 |
| Alley N/o Michigan Av | Alma Av / 165' E/o Hicks Av | 0.09 |
| Alley N/o Cesar Chvz Av | Alma Av / Hicks Av | 0.06 |
| Alley S/o Michigan Av | Alma Av / Hicks Av | 0.06 |
| Alley S/o Cesar Chvz Av | Arizona Av / Kern Av | 0.00 |
| Alley N/o City Terce Dr | Carmelita Av / Mc Gilvrey Av | 0.20 |
| Alley W/o Miller Av | City Terrace Dr / Alley N/o City Terce Dr | 0.03 |
| Alley W/o Eastern Av | City Terrace Dr / Alley S/o Rogers St | 0.11 |
| Alley E/o Eastern Av | City Terrace Dr / Rogers St | 0.17 |
| Alley E/o Eastern Av | Dozier St / Alley N/o Dozier St | 0.03 |
| Alley N/o Whiteside St | Dunn Av / Attridge Av | 0.09 |
| Alley S/o Floral Dr | Eastern Av / 150' W/o Humphreys Av | 0.10 |
| Alley W/o Marney Av | Eastern Av / Alley N/o Eastern Av | 0.03 |
| Alley S/o Cesar Chvz Av | Eastern Av / Alley W/o Humphreys Av | 0.09 |

# ALLEYS

(To be swept weekly)

| ALLEY LOCATION | LIMITS | PASS MILES |
|---|---|---|
| Alley N/o Floral Dr | Eastern Av / Sydney Dr | 0.05 |
| Alley N/o Hammel St | Eastman Av / Gage Av | 0.07 |
| Alley N/o Whittier Bl | Fraser Av / Atlantic Bl | 0.23 |
| Alley N/o Hammel St | Gage Av / Herbert Av | 0.07 |
| Alley S/o Rogers St | Gravois Av / Alley W/o Eastern Av | 0.03 |
| Alley N/o City Terce Dr | Hazard Av / Alley W/o Miller Av | 0.04 |
| Alley S/o City Terce Dr | Hazard Av / Miller Av | 0.05 |
| Alley S/o City Terce Dr | Hicks Av / Ditman Av | 0.07 |
| Alley N/o Cesar Chvz Av | Hicks Av / Rowan Av | 0.19 |
| Alley S/o Cesar Chvz Av | Hicks Av / Townsend Av | 0.12 |
| Alley N/o Pomona Bl | Hillview Av / 435' E/o Hillview Av | 0.08 |
| Alley N/o Michigan Av | Indiana St / Alma Av | 0.06 |
| Alley S/o Cesar Chvz Av | Indiana St / Hicks Av | 0.12 |
| Alley N/o Eastern Av | Lansdowne Av / Alley W/o Tim Av | 0.03 |
| Alley N/o Eastern Av | Marney Av / Lansdowne Av | 0.06 |
| Alley N/o 3Rd St | Mc Donnell Av / Dangler Av | 0.13 |
| Alley N/o City Terce Dr | Mc Gilvrey Av / Alley W/o Eastern Av | 0.06 |
| Alley N/o City Terce Dr | Miller Av / Carmelita Av | 0.07 |
| Alley S/o City Terce Dr | Miller Av / Van Pelt Av | 0.06 |
| Alley E/o Atlantic Bl | Pomona Bl / Fernfield Dr | 0.11 |
| Alley E/o Miller Av | Ramboz Dr / Alley S/o City Terce Dr | 0.09 |
| Alley W/o Miller Av | Ramboz Dr / Alley S/o City Terce Dr | 0.06 |
| Alley E/o Miller Av | Rogers St / Perry St | 0.05 |
| Alley W/o Miller Av | Rogers St / Perry St | 0.05 |
| Alley N/o 1St St | Rowan Av / Eastman Av | 0.06 |
| Alley N/o Beverly Bl | Sadler Av / 1410 E/o Sadler Av | 0.27 |
| Alley E/o Van Pelt Av | Service St / City Terrace Dr | 0.03 |
| Alley N/o Floral Dr | Sydney Dr / Humphreys Av | 0.05 |
| Alley S/o Cesar Chvz Av | Townsend Av / Rowan Av | 0.06 |
| Alley S/o Fowler St | Whiteside St / Adkisson Av | 0.21 |
| Alley E/o Kurtz Av | Whiteside St / Ellison St | 0.14 |
| Alley E/o Adkisson Av | Whiteside St / Ellison St | 0.12 |
| Alley W/o Hazard Av | Woolwine Dr / City Terrace Dr | 0.06 |
| Alley E/o Van Pelt Av | Woolwine Dr / Service St | 0.04 |
| Alley E/o Atlantic Bl | Fernfield Dr / N/o Fernfield Dr | 0.03 |
| Alley N/o Cesar Chvz Av | 220' W/o Mednik Av / Mednik Av | 0.04 |
| Alley N/o Hammel St | W/o Mednik Av / Mednik Av | 0.04 |
| Sunol Dr | San Carlos St / 100' N/o San Carlos St | 0.02 |
| | TOTAL PASS MILES: | 5.66 |

NOTE: ALL CURBED PUBLIC STREETS INCLUDING CURBED MEDIANS AND ALLEYS TO BE SWEPT WEEKLY.

# DAYS AND TIMES

**MONDAY**
SHEETS 2 THROUGH 5

5:00 AM - 7:00 AM
5:00 AM - 8:00 AM
8:00 AM - 12:00 PM
11:00 AM - 3:00 PM

**TUESDAY**
SHEETS 6 THROUGH 9

5:00 AM - 7:00 AM
8:00 AM - 12:00 PM
11:00 AM - 3:00 PM

**WEDNESDAY**
SHEETS 10 & 11

5:00 AM - 7:00 AM
5:00 AM - 8:00 AM
8:00 AM - 12:00 PM
11:00 AM - 3:00 PM

**THURSDAY**
SHEETS 12 & 13

5:00 AM - 7:00 AM
8:00 AM - 12:00 PM
11:00 AM - 3:00 PM

**FRIDAY**
SHEETS 14 & 15

5:00 AM - 8:00 AM
8:00 AM - 12:00 PM

NOTES:

- PUBLIC STREET CURB MILEAGE SUBJECT TO CHANGE
- ALL PUBLIC STREETS AND ALLEYS TO BE SWEPT ONCE PER WEEK AND MUST BE SWEPT WITHIN THE POSTED TIME FRAME

EXHIBIT E.2

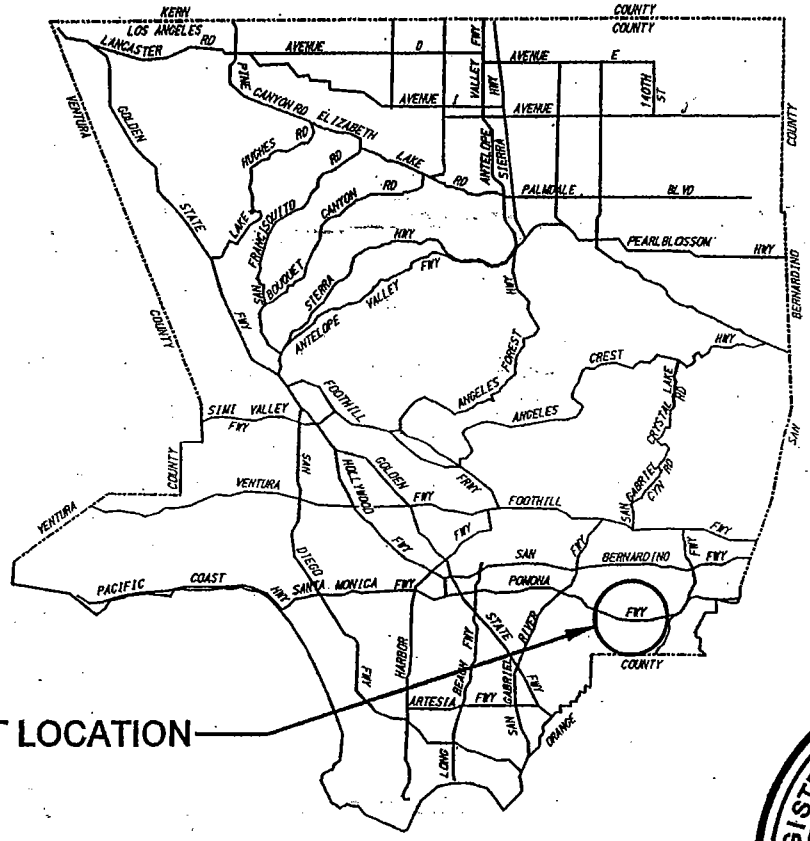
# LOS ANGELES COUNTY
# DEPARTMENT OF PUBLIC WORKS

## PROJECT ID NO. RMD1406002

PRIME CONTRACTOR LICENSE REQUIRED: NONE REQUIRED

## ROWLAND HEIGHTS
## STREET SWEEPING

## TOTAL LENGTH = 198.0 MILES




## VICINITY MAP
No Scale

REGISTERED PROFESSIONAL ENGINEER
SAMIA HOURANY
C 54213
EXP. 12/31/07
CIVIL
STATE OF CALIFORNIA

### INDEX OF SHEETS


| | | |
|---|---|---|
| SHEET | 1 | Title Sheet |
| SHEET | 2 - 3 | Location Maps |
| SHEET | 4 - 5 | Summary, Alleys & Medians |


APPROVED Donald Wolfe DIRECTOR OF PUBLIC WORKS

DEPUTY DIRECTOR DATE

SUBMITTED

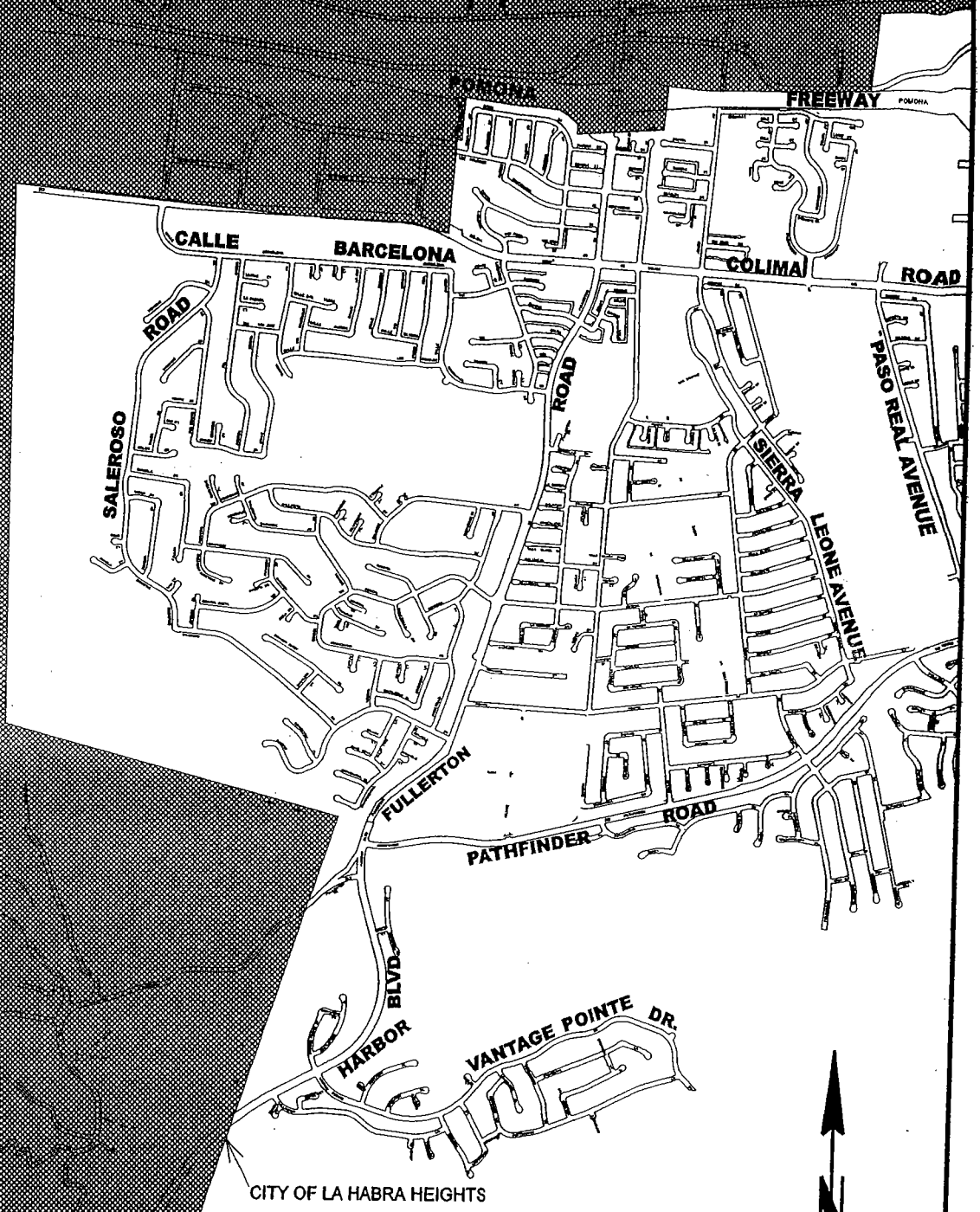
ASST. DEPUTY DIRECTOR-RD.MAINT.DIV. DATE

REFERENCES THOMAS GUIDE 678, 679, 708, 709
ROAD DISTRICT 417

REVIEWED 4-25-06

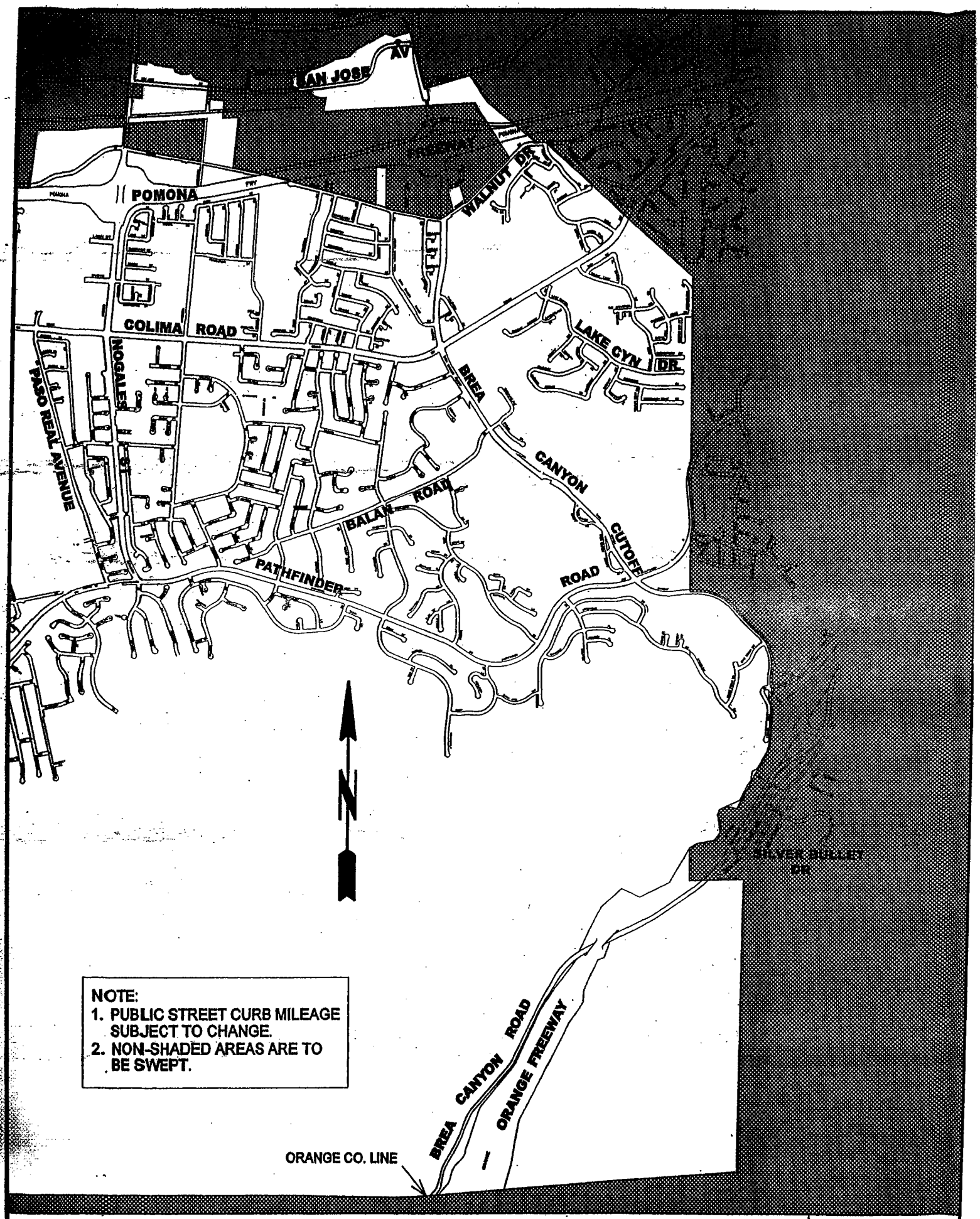
DISTRICT ENGINEER-RD.MAINT.DIST. 1 DATE

| PROJECT ENGINEER | C.E. NO. | DESIGNER | CHECKER | SHEET 1 OF 5 SHTS. |
|---|---|---|---|---|
| S. HOURANY | C 54213 | D. OROZA | N. GEMENIANO | DWG. |




NOTE:
1. PUBLIC STREET CURB MILEAGE SUBJECT TO CHANGE.
2. NON-SHADED AREAS ARE TO BE SWEPT.

| PROJECT NAME | ROWLAND HEIGHTS STREET SWEEPING | | | | | PROJECT I.D. No. RMD1406002 | |
|---|---|---|---|---|---|---|---|
| PROJECT ENGINEER | S. HOURANY | C.E. NO. C 54213 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1 | T.G. | FILENAME | SCALE | SHEET |




NOTE:
1. PUBLIC STREET CURB MILEAGE SUBJECT TO CHANGE.
2. NON-SHADED AREAS ARE TO BE SWEPT.

| PROJECT NAME | ROWLAND HEIGHTS STREET SWEEPING | | | | | PROJECT I.D. No. RMD1406002 | |
|---|---|---|---|---|---|---|---|
| PROJECT ENGINEER | S. HOURANY | C.E. NO. | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS | T.G. | FILENAME | SCALE | SHEET |

## ALLEYS
(TO BE SWEPT EVERY WEEK)

| ALLEY LOCATION | LIMITS | CURB MILES |
|---|---|---|
| Alley E/o Alberca Drive | Vidora Drive to Alley S/o Vidora Drive | 0.05 |
| Alley E/o Batson Avenue | Vidora Drive to Alley S/o Vidora Drive | 0.06 |
| Alley E/o Fullerton Road | Alley S/o Colima Road to Camino Bello | 0.08 |
| Alley E/o La Cueva Drive | Vidora Drive to S/o Vidora Drive | 0.05 |
| Alley Elo Vivero Drive | Vidora Drive to Alley S/o Vidora Drive | 0.05 |
| Alley N/o Camino Bello | Larkvane Road to Alley W/o Fullerton Road | 0.16 |
| Alley N/o Camino Viejo | Camino Bello to Alley W/o Batson Avenue | 0.04 |
| Alley N/o Crosshaven Drive | Larkvane Road to E/o Larkvane Road | 0.03 |
| Alley N/o Desidia Street | Desidia Street West to Desidia Street East | 0.12 |
| Alley N/o Rio Seco Drive | Jellick Avenue to E/o Jellick Avenue | 0.13 |
| Alley N/o Via Amorosa | Larkvane Road to E/o Larkvane Road | 0.10 |
| Alley N/o Via Calma | Larkvane Road to E/o Larkvane Road | 0.12 |
| Alley N/o Via Dicha | Larkvane Road to E/o Larkvane Road | 0.06 |
| Alley S/o Camino Bello | Camino Bello to S/o Camino Bello | 0.14 |
| Alley S/o Colima Road | Alley E/o Fullerton Road to Batson Avenue | 0.09 |
| Alley S/o Desidia Avenue | Desidia Street West to Desidia Street East | 0.17 |
| Alley S/o Rio Seco Drive | Jellick Avenue to Rio Seco Drive | 0.13 |
| Alley S/o Vidora Drive | Alley E/o Baston Avenue to Alley E/o Alberca Drive | 0.20 |
| Alley W/o Batson Avenue | Camino Bello to Camino Viejo | 0.13 |
| Alley W/o Fullerton Road | Alley N/o Camino Bello to Camino Bello | 0.03 |
| | **TOTAL PAVED ALLEY MILES:** | **1.94** |

## CURBED MEDIANS
## (TO BE SWEPT EVERY WEEK)

| CURB STREET NAME | LIMITS | SIDE | MILES |
|---|---|---|---|
| Brea Canyon Road | S/o Orange Freeway | B/S | 0.89 |
| Brea Canyon Cutoff Road | Colima Road to S/o Colima Road | B/S | 0.39 |
| Colima Road | City of Industry Line to E/o Brea Canyon Cutoff Road | B/S | 1.51 |
| Fairway Drive | Howell Road to U.P.R.R. | B/S | 0.11 |
| Fairway Drive | Walnut Drive to Colima Road | B/S | 0.92 |
| Harbor Boulevard | Pathfinder Road to Orange County Line | B/S | 1.69 |
| Hillrise Drive | Pathfinder Road to S/o Pathfinder Road | B/S | 0.05 |
| Lake Canyon Road | At Colima Road | B/S | 0.02 |
| Nogales Street | S/o Colima Road to Pomona Freeway | B/S | 0.60 |
| Nogales Street | 330' N/o San Jose Ave to San Jose Ave | B/S | 0.14 |
| Nogales Street | 200' S/o San Jose Ave to N/o R.R. | B/S | 0.16 |
| | | TOTAL CURB MILES: | 6.48 |

## SUMMARY OF CURB MILES

| TYPE | CURB MILES |
|---|---|
| Streets and Highways | 189.58 |
| Raised Curbed Medians | 6.48 |
| Paved Alleys | 1.94 |
| TOTAL CURB MILES: | 198.00 |

**NOTE:** ALL CURBED PUBLIC STREETS INCLUDING CURBED MEDIANS AND ALLEYS WITHIN THE NON-SHADED AREAS FOUND ON SHEETS 2 AND 3 ARE TO BE SWEPT WEEKLY.

EXHIBIT E.3

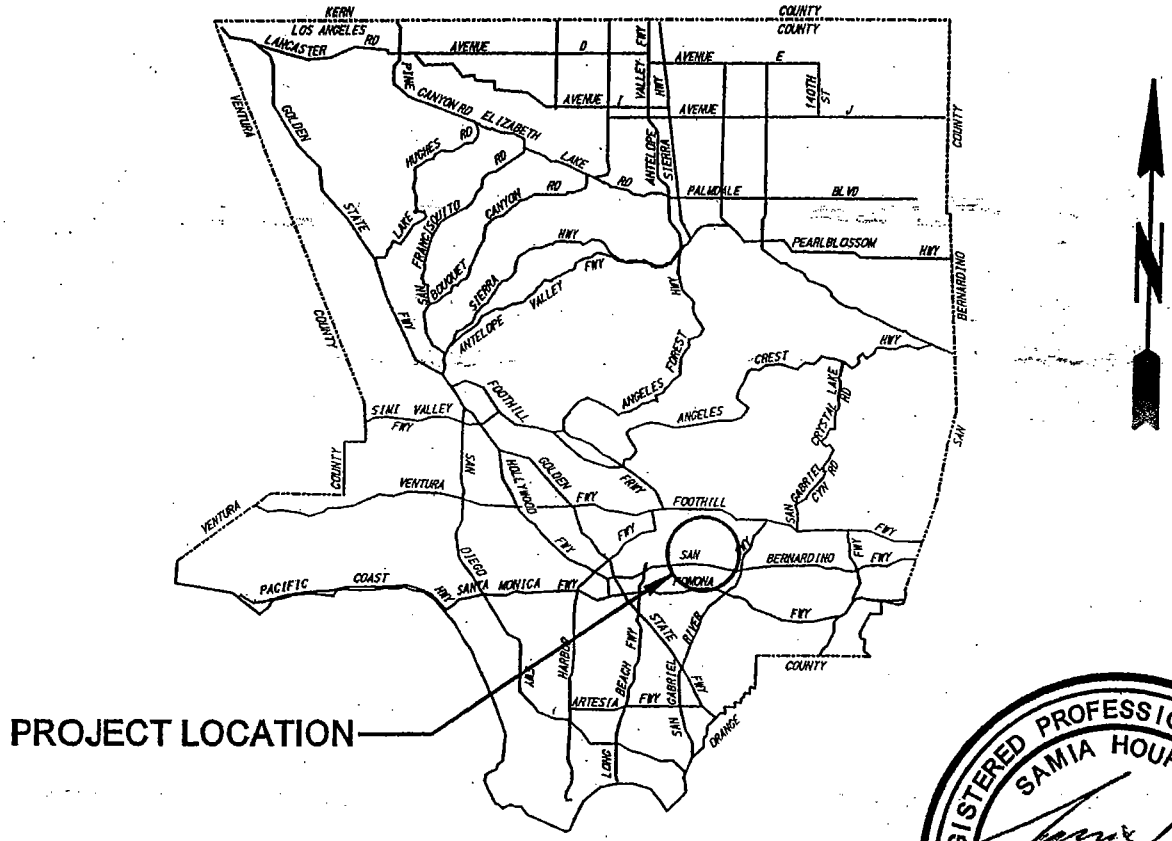
# LOS ANGELES COUNTY
# DEPARTMENT OF PUBLIC WORKS

## PROJECT ID NO. RMD1506004

PRIME CONTRACTOR LICENSE REQUIRED: NONE REQUIRED

## RD 119/519 AREA
## STREET SWEEPING

## TOTAL LENGTH = 216.0 MILES




PROJECT LOCATION

## VICINITY MAP
No Scale

REGISTERED PROFESSIONAL ENGINEER
SAMIA HOURANY
C 54213
EXP. 12/31/07
CIVIL
STATE OF CALIFORNIA

### INDEX OF SHEETS


| | | |
|---|---|---|
| SHEET | 1 | Title Sheet |
| SHEET | 2 - 5 | Location Maps |
| SHEET | 6 - 7 | Summary, Alleys & Medians |


APPROVED Donald Wolfe DIRECTOR OF PUBLIC WORKS

DEPUTY DIRECTOR DATE

SUBMITTED

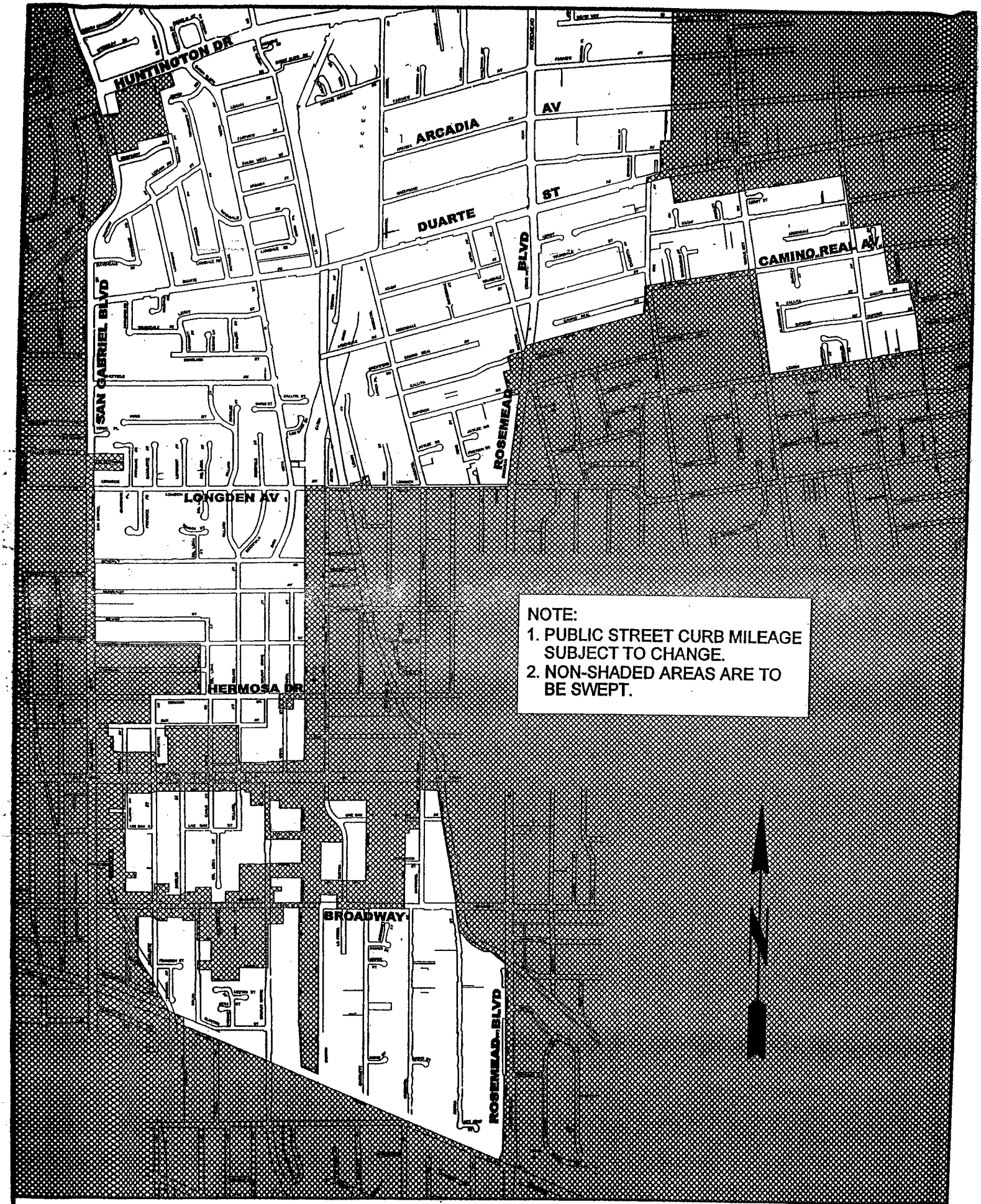
ASST. DEPUTY DIRECTOR-RD.MAINT.DIV. DATE

REFERENCES THOMAS GUIDE 566, 567, 596, 597, 636
ROAD DISTRICT 119, 519

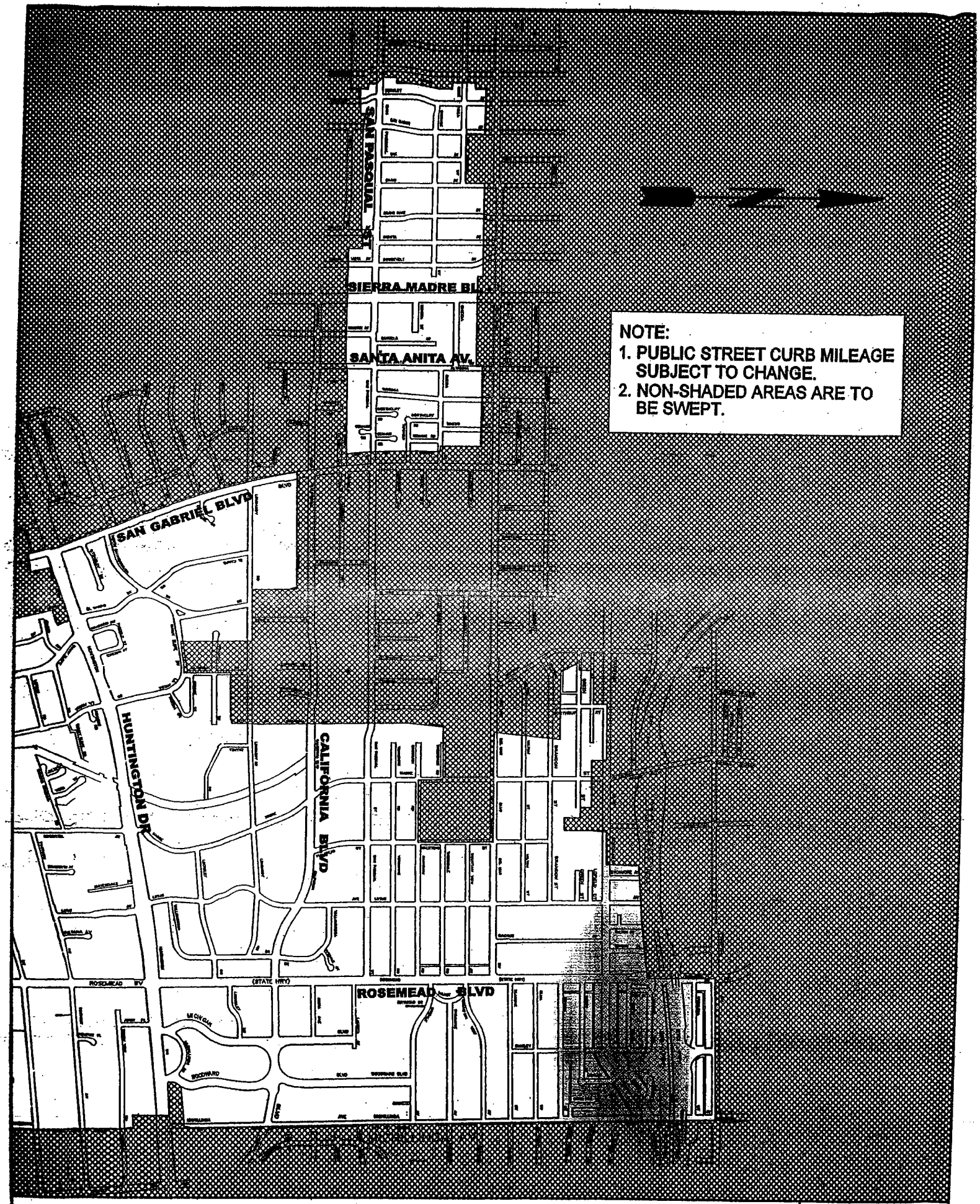
REVIEWED David A. Stratton 4-25-06

DISTRICT ENGINEER-RD.MAINT.DIST. 1 DATE

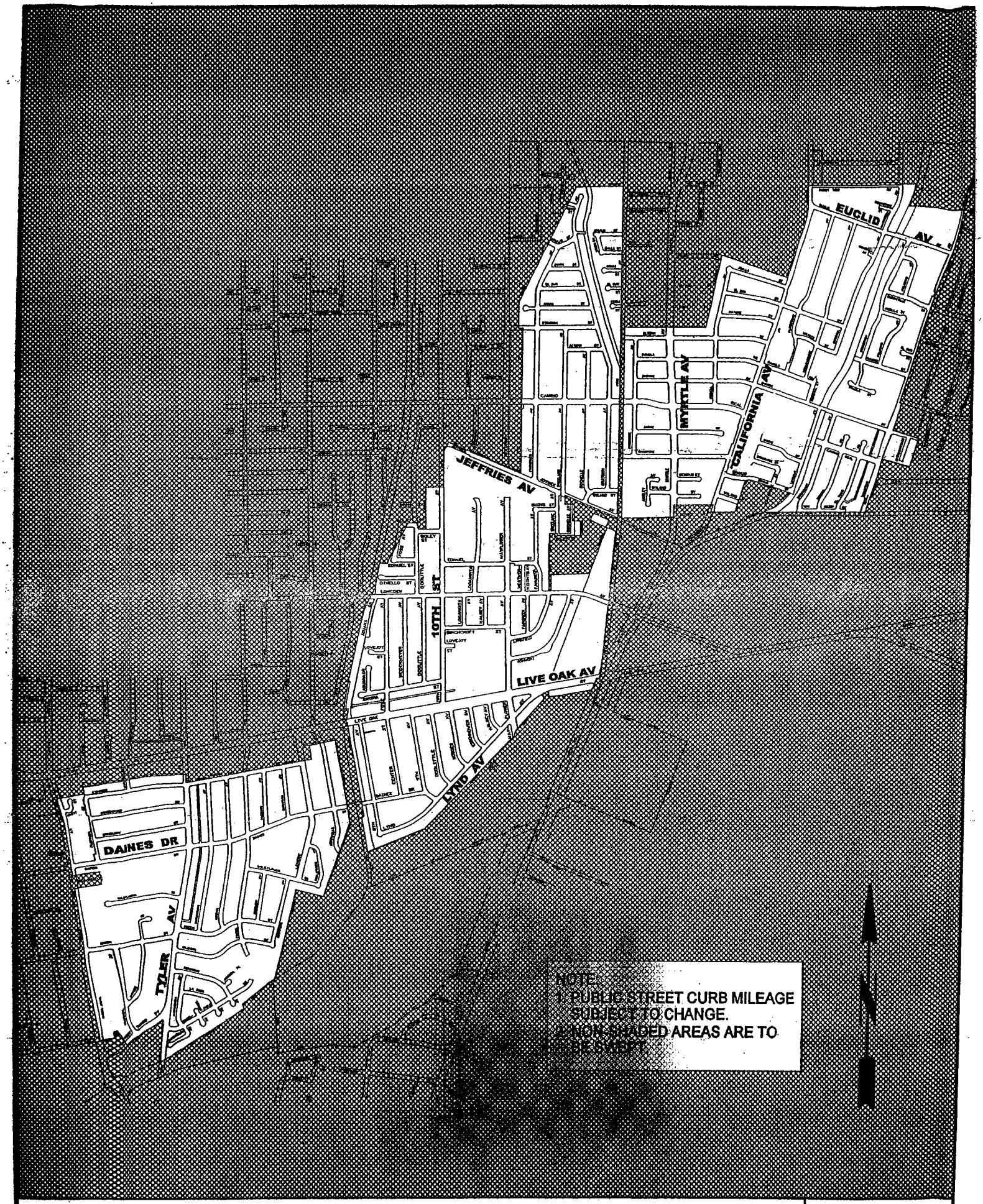
| PROJECT ENGINEER | C.E. NO. | DESIGNER | CHECKER | SHEET 1 OF 7 SHTS. |
|---|---|---|---|---|
| S. HOURANY | C 54213 | D. OROZA | N. GEMENIANO | DWG. |




| PROJECT NAME | RD 119/519 AREA STREET SWEEPING | | | | | PROJECT I.D. No. RMD1506004 | |
|---|---|---|---|---|---|---|---|
| PROJECT ENGINEER | S. HOURANY | C.E. NO. C 54213 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1 | T.G. | FILENAME | SCALE | SHEET |




| PROJECT NAME | RD 119/519 AREA STREET SWEEPING | | | | | PROJECT I.D. No. RMD1506004 | |
|---|---|---|---|---|---|---|---|
| PROJECT | S. HOURANY | C.E. NO. | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS | T.G. | FILENAME | SCALE | SHEET |

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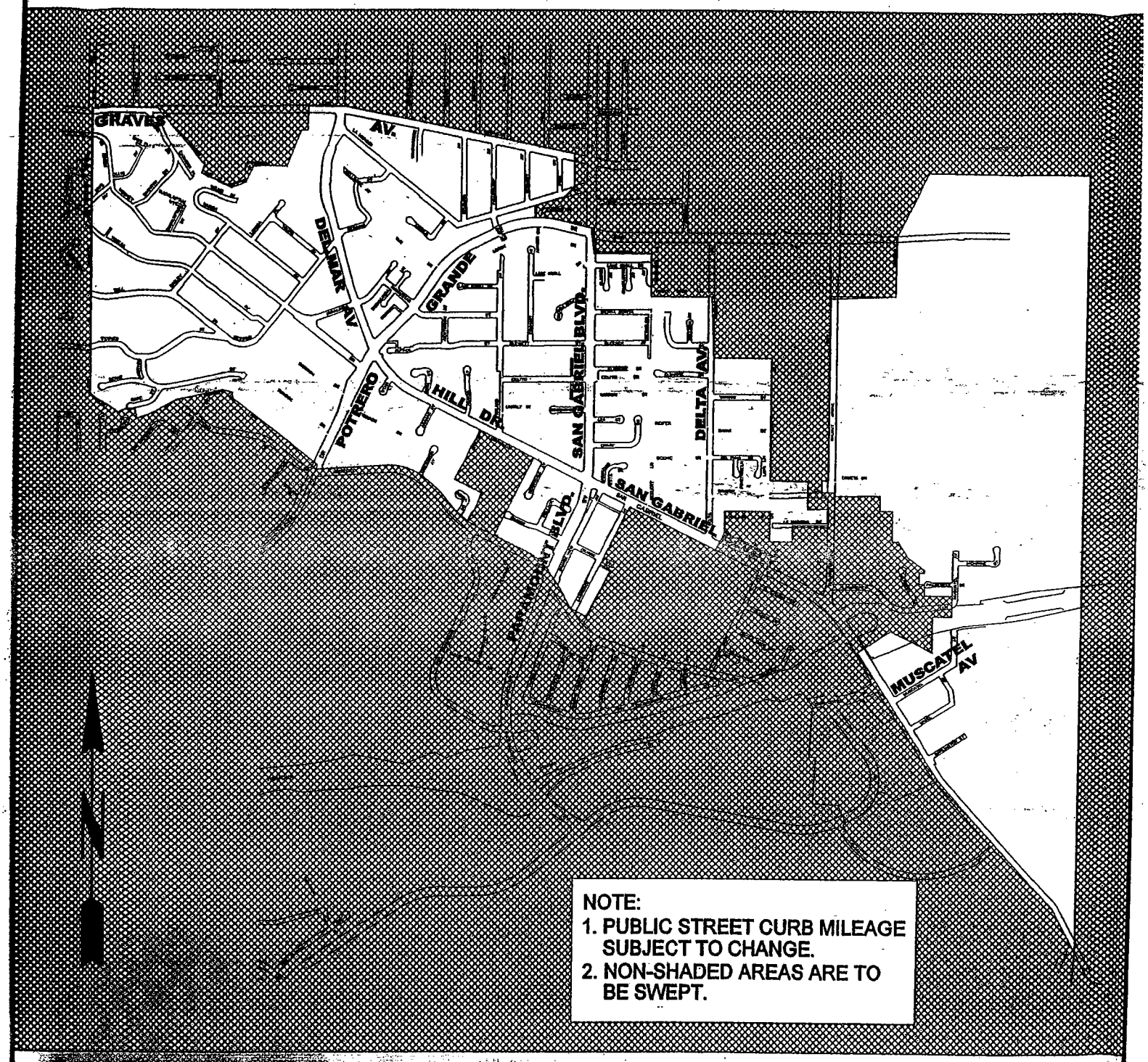


NOTE:
1. PUBLIC STREET CURB MILEAGE SUBJECT TO CHANGE.
2. NON-SHADED AREAS ARE TO BE SWEPT.

| PROJECT NAME | RD 119/519 AREA STREET SWEEPING | | | | | PROJECT I.D. No. RMD1506004 | |
|---|---|---|---|---|---|---|---|
| PROJECT ENGINEER | S. HOURANY | C.E. NO. | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS | T.G. | FILENAME | SCALE | SHEET |

## ALLEYS

## (TO BE SWEPT EVERY WEEK)

| ALLEY LOCATION | LIMITS | CURB MILES |
|---|---|---|
| Alley N/o Alpaca Street | Potrero Grande Drive to Alpaca Street | 0.08 |
| Alley N/o Colorado Boulevard | 150' W/o Fulton Avenue to Fulton Avenue | 0.06 |
| Alley N/o Colorado Boulevard | Rosemead Boulevard to Quigley Avenue | 0.32 |
| Alley N/o Colorado Boulevard | Quigley Avenue to 175' E/o Quigley Avenue | 0.07 |
| Alley N/o Colorado Boulevard | 270' W/o Walnut Street to Walnut Street | 0.10 |
| Alley S/o Colorado Boulevard | 358' E/o Kinneloa Avenue to 450' E/o Northrup Avenue | 0.15 |
| Alley S/o Colorado Boulevard | Rosemead Boulevard to Quigley Avenue | 0.31 |
| Alley S/o Colorado Boulevard | Quigley Avenue to Merlon Avenue | 0.15 |
| Alley S/o Colorado Boulevard | Merlon Avenue to Michillinda Avenue | 0.19 |
| Alley N/o Duarte Road | Vista Street to La Presa Drive | 0.27 |
| Alley W/o Foss Avenue | 30' N/o Alley N/o Live Oak Ave to 30' S/o Alley N/o Live Oak Ave | 0.02 |
| Alley S/o Foothill Boulevard | West Arboleda Street to East Arboleda Street | 0.32 |
| Alley S/o Foothill Boulevard | Arboleda Street to Michillinda Avenue | 0.33 |
| Alley N/o Freer Street | Tyler Avenue to 155' E/o Tyler Avenue | 0.06 |
| Alley S/o Green Street | Green Street to 515' S/o Green Street | 0.20 |
| Alley N/o Live Oak Avenue | 505' W/o Foss Avenue to Tenth Avenue | 0.48 |
| Alley N/o Live Oak Avenue | Tenth Avenue to 130' E/o Tenth Avenue | 0.05 |
| Alley S/o Live Oak Avenue | Eighth Avenue to 190' E/o Eighth Avenue | 0.03 |
| Alley W/o Michillinda Avenue | Oakdale Avenue to 250' S/o Oakdale Avenue | 0.05 |
| Alley W/o Mountain Avenue | Shrode Avenue to El Toro Road | 0.46 |
| Alley N/o Potrero Grande Drive | 305' N/o Potrero Grande Drive to Potrero Grande Drive | 0.12 |
| Alley W/o Rosemead Boulevard | Del Mar Boulevard to Grayburn Boulevard | 0.33 |
| Alley E/o Rosemead Boulevard | Corta Calle to Alley N/o Colorado Boulevard | 0.05 |
| Alley E/o Rosemead Boulevard | Alley S/o Colorado Boulevard to Mohawk Street | 0.14 |
| Alley W/o San Gabriel Boulevard | N/o Celito Dr. to S/o Celito Dr. | 0.16 |
| Alley S/o San Gabriel Boulevard | W/o Grandview Avenue to Grandview Avenue | 0.02 |
| Alley S/o San Gabriel Boulevard | Grandview Avenue to Lawrence Avenue | 0.11 |
| Alley E/o Tyler Avenue | Lynrose Street to Daines Drive | 0.33 |
| Alley E/o Tyler Avenue | Daines Drive to N/o Freer Street | 0.41 |
| | TOTAL PAVED ALLEY MILES: | 5.37 |

| PROJECT NAME | RD 119/519 AREA STREET SWEEPING | | | | | PROJECT I.D. No. RMD1506004 | |
|---|---|---|---|---|---|---|---|
| PROJECT | S. HOURANY | C.E. NO. | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS | T.G. | FILENAME | SCALE | SHEET |

## CURBED MEDIANS

## (TO BE SWEPT EVERY WEEK)

| STREET NAME | LIMITS | SIDE | CURB MILES |
|---|---|---|---|
| California Boulevard | Michigan Boulevard to Michillinda Avenue | B/S | 0.35 |
| Duarte Road | Rosemead Boulevard to 300' E/o Rosemead Blvd. | B/S | 0.11 |
| Hill Drive | 206' W/o Kenneydale Ave. to San Gabriel Blvd. | B/S | 0.26 |
| Huntington Drive | San Gabriel Blvd. to 250' W/o Michillinda Avenue | B/S | 2.78 |
| Live Oak Avenue | 350' W/o Peck Road to 35' W/o Peck Road | B/S | 0.12 |
| Michigan Boulevard | Laurita Avenue to Huntington Drive | B/S | 0.87 |
| Michillinda Avenue | Foothill Blvd. to 300' S/o Colorado Blvd. | B/S | 0.41 |
| Paramount Boulevard | Hill Drive to Arroyo Drive | B/S | 0.36 |
| Potrero Grande Drive | Arroyo Drive to San Gabriel Boulevard | B/S | 1.50 |
| San Gabriel Boulevard | S/o Stonely Drive to 200' S/o Huntington Drive | B/S | 0.22 |
| San Gabriel Boulevard | Potrero Grande Drive to Hill Drive | B/S | 0.86 |
| San Gabriel Boulevard | Hill Road to 200' E/o Delta Avenue | B/S | 0.53 |
| San Gabriel Boulevard | Pomona Fwy. to 1075' W/o Lincoln Avenue | B/S | 1.02 |
| Santa Anita Avenue | 300' S/o Live Oak Ave. to Grand Ave. | E/S | 0.87 |
| Sierra Madre Boulevard | 300' S/o Del Mar Blvd. to 400' S/o San Pasqual St. | B/S | 0.61 |
| Woodward Boulevard | Oakdale Avenue to Huntington Drive | B/S | 1.23 |
| | | TOTAL CURB MILES: | 12.10 |

## SUMMARY OF CURB MILES

| TYPE | CURB MILES |
|---|---|
| Streets and Highways | 198.53 |
| Raised Curbed Medians | 12.10 |
| Paved Alleys | 5.37 |
| TOTAL CURB MILES: | 216.00 |

**NOTE: ALL CURBED PUBLIC STREETS INCLUDING CURBED MEDIANS AND ALLEYS WITHIN THE NON-SHADED AREAS FOUND ON SHEETS 2, 3, 4 AND 5 ARE TO BE SWEPT WEEKLY.**

| PROJECT NAME | RD 119/519 AREA STREET SWEEPING | | | | | PROJECT I.D. No. RMD1506004 |
|---|---|---|---|---|---|---|
| PROJECT ENGINEER | S. HOURANY | C.E. NO. | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS | T.G. | FILENAME | SCALE / SHEET |

R.F.Dickson Co. Inc.
Municipal Sweeping
Construction Clean-up
Transportation
Parts and Service

DICKSON

Our Solution To Beach Pollution

562-923-5441
800-573-3222
Fax 562-869-5943
12524 Clark Avenue
Downey, Ca. 90242

# CITY TERRACE
# (2006-PA010)
# STREET SWEEPING SERVICES
# COUNTY OF LOS ANGELES

ORIGINAL

## R.F. DICKSON CO., INC.
## BID SUBMITTAL SEPTEMBER 5, 2006

**COUNTY OF LOS ANGELES**

**STREET SWEEPING**

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# DICKSON

## Our Solution To Beach Pollution

Letter of Transmittal

September 5,2006

County of Los Angeles Department
Of Public Works
Administrative Division
Mr. Scott Smith.
900 South Fremont Avenue
Alhambra, CA 91803

Subject: Request for Proposal – Street Sweeping Services

Dear Mr. Smith:

Our firm will provide the services in accordance with the County of Los Angeles's RFP. The R.F. Dickson Co., Inc. has been working with municipalities for over 56 years and Los Angeles County for 41 years, providing street sweeping services to the County and many of your neighboring cities and offers residential and arterial sweeping on a daily and or weekly basis according to your county's needs.

Over the years we have faced many types of natural disasters with our cities and counties, from fires to earthquakes. We have worked as team players with our counties and cities to work through these problems together.

Each client is handled on an individual basis. The County's requirements are tailored and monitored very closely. As with our other County contracts, we will follow these specifications as required. Our street sweeper operators are all well trained individuals, always keeping in mind their responsibility to the Company as well as the residents of the County. We maintain a drug-free workplace. All workers are tested prior to employment as well as immediately following any work-related incident.

The list of authorized representatives for these contracts are as follows:

Steve Dickson President
12524 Clark Ave.
Downey, Ca 90242
562 923-5441

Scott Dickson Vice President
12524 Clark Ave
Downey, Ca 90242
562 923-5441

Our Staff is highly motivated and well trained to handle any problem or situation that is presented to them in a timely manner

Thank you for the opportunity to address the needs of Los Angeles County we look forward to working with your County Staff.

Sincerely,
R.F. Dickson Company, Inc.

Steven L. Dickson
President

**Request for Proposals – Part 1**
**Section 2**
**A. Proposal Format and Content Requirements**

## 1) Background

Our company is the leader in the street sweeping industry with over 56 years of experience. We have worked directly with the sweeper manufacturers, designing and developing the latest in sweeping equipment.
In 1958, we received the first street sweeping contract to take over city services in California, and since have operated throughout the state, currently supplying service to 26 public agencies.
In 1964, we received our first street sweeping contracts with the ***County of Los Angeles***, and the Cities of Lakewood, La Mirada, Artesia and are proud to say, our continuous high level of service is still being provided.
In 1980, the State of Arizona granted the largest contract in the state for sweeping to our company. This contract was with the Arizona Department of Transportation (ADOT) to sweep all freeways in the downtown Phoenix area and the highways from north of Tucson to the Grand Canyon, and from New Mexico to California. We have also owned and operated a heavy equipment company throughout the State of Texas for many years.
This proposed Sweeping Contract we are bidding on, is well within our capabilities. We will supply the highest-level professional service to the County of Los Angeles.

## 2) Organization

Each of our Management Team as listed previously, will be directly involved in this contract. They will be involved as follows:

1. Steve Dickson – Contract implementation and contract Negotiations

2. Scott Dickson – overall responsibility of contract, compliance, safety, and staffing requirements – daily interaction with county officials.

3. Yolanda Santos – Contract Compliance, Dispatch, and Operator Coordinator

4. Fernando Rocha – Supervision, daily interaction with county officials, daily inspections of streets, quality control

5. Operator

## 3) Work Experience and Expertise in Street Sweeping

We keep a lean staff. The managers and their time of service with our company are as follows:

1. Steve Dickson - President and CEO - 37 years
2. Scott Dickson - Vice President - 32 years
3. Fernando Rocha - Field Manager - 21 years
4. Yolanda Santos - City Staff Liaison, Dispatch / Operator Coordinator - 4 years
5. Cesar Davila – Service Manager – 2 years

## • Responsiveness

R.F. Dickson Co. Inc. has a full staff to be responsive to the county, we will be able to handle any kind of project , problem or concern that the county may have. We have mechanics on staff 20 hours per day so that we may be ready for any mechanical problems should they arise.

## 4) Work Plan

**1)** Our sweeper operators are highly trained in the operations of their equipment. They are familiar with the Los Angeles counties sweeping requirements and are able to clearly read all routing maps supplied in this contract.

**2)** Our operators are given Drug tests and Physicals before being hired and are also tested again in the event of an accident or injury caused during the performance of this contract.

**3)** All of our sweeper operators are proficient in English and can communicate clearly with all residents and county staff. In many cases our drivers are also bilingual.

**4)** The Majority of our drivers are long - term employee's, we prefer and make every attempt to keep the same drivers on the same routes. This will increase our ability to meet the time requirements on specific streets and increase our quality and know all the hot spots within the contracted area. Our drivers are supplied with company shirts for identification.

**5)** We will adhere to a regular schedule for sweeping of arterial highways, raised medians, and residential streets and alleys. This will be based on the routing maps supplied by the County of Los Angeles. In cases of conflict with trash pickup we will adjust those routing maps with the permission of the county.

**6)** We will maintain the gutter flow lines free of debris on a regular schedule for free flow of water.

**7)** We will maintain a state of cleanliness for road and pedestrian safety acceptable to the county.

**8)** Our sweeper operators are trained to make as many passes as necessary to accomplish the stated quality of service goals our company has established.

**9) Hot Spots**

We will sweep around schools prior to being parked in we will sweep all other raised medians during the times of the least amount of traffic.

**City Terrace Schools**
Harrison Street Elementary School
Malabar Street Elementary School
Kennedy (Robert F.) Elementary School
City Terrace Elementary School
Garfield Community School
Ramona High School
Our Lady of Guadalupe School
Belvedere Elementary School
Belvedere Jr. High School
Marianna Ave Elementary School
Alfonso Perez School

## • Equipment

Over the last seven years, we have been working with 'Tymco's' R & D Staff and have traveled to manufacturing center for Tymco street sweepers in Waco, Texas. There we gave our input to the design and development of the latest in *alternative fueled and PM-10 Compliant* street sweepers. We now operate the newest fleet of street sweepers in California. Our fleet is currently being replaced to comply with the new AQMD "1186 and 1186.1" Clean Air Fleet Rules. Currently, you will see on our "List of Equipment," that we have thirteen AQMD compliant TYMCO street sweepers, and are looking to add an additional 12 more CNG sweepers to our fleet shortly.

**1)** The R.F. Dickson Company has been involved since the beginning of Rule 1186.1, attending workshops, and working with AQMD's Dr. Julia Lester, the actual author of the 1186 rule. We have been invited to speak on occasions at the AQMD's meetings as the experts in the field of street sweeping.

**2)** We will meet Air Quality Management District requirements, We understand that the County of Los Angels prefers that all sweepers used for arterial and residential sweeping are powered by alternative fuel (Compressed Natural Gas)

**3)** All of our equipment is equipped with 2 way radios that allow them to maintain contact with our office for any communications necessary. All managers and sweeper operators have cell phones.

**4)** We will maintain a state of cleanliness, as the schedule requires for road and pedestrian safety acceptable to the County

## 5) Maintenance Facility

**SERVICE**: Our maintenance facilities are the largest dedicated sweeper repair facility in the country. Along with handling our own repairs, we handle the surrounding cities and contractor repairs. The County of Los Angeles has contracted with our maintenance facility since 1976. Our maintenance facility is staffed with mechanics 20 hours per day, Monday through Friday, and on call during off hours.

**PARTS**: We operate a full line computerized parts department, with one of the largest inventories of sweeper parts on the west coast.

**Request for Proposals – Part 1**
**Section 2**

**A. Proposal Format and Content Requirements**
**Question 9 (Record Keeping)**

a. i. Employees report to the Downey yard and swipe a time clock with a time card. This is his start time. After he travels to the job and works then comes back to the Downey yard and swipes out at the end of his assigned work shift.

a. ii. The employees shift start and end time is documented by the time clock.
**(Please see copy of the Payroll Detail time clock report that is provided.)**

a iii. Time clock reports are maintained daily and checked against the employee's time sheet by the payroll clerk to confirm accuracy. The time clock reports are used as a source document to create payroll these reports are maintained with other payroll records as mandated by the State and Federal reporting requirements.

a. iv. As mentioned in a.iii above Time clock reports are used as a source document to create payroll, a. iv. is "Not applicable"

a. v. The employee signs his name stating he has taken all required breaks and meal breaks. **(Please see a copy of the Employee Time Sheet that is provided).**

b i. Employees receive one computer-generated paycheck for all wages earned during the pay period. This includes straight time, overtime, double time, and vacation and holiday wages. The check stub includes regular hours worked as well as all deductions for taxes and other deductions. **(Please see a copy of the Employee Computer Generated Payroll Stub that is provided).**

b. ii. As mentioned in b.i. Above payroll is computer generated so b.ii is " Not Applicable"

b. iii. The system supports multiple pay rates. The payroll clerk is requires to enter date worked, regular hours worked, overtime hours worked and the job number the employee worked on. The system selects the pay rate for the job and calculates the gross wages earned. This calculation is embedded in the software program.

b. iv. All employees are paid at the rate greater than the County Living Wage rate. Each employee's rate of pay is the same for all jobs including travel time.

b. v. The computer payroll system automatically calculates overtime for all wage rates. Overtime is 1.5 times the regular rate.

# Payroll Detail

## For the period of 07/24/2006 to 08/06/2006

| Week | Date In | Time In | Date Out | Time Out | Job Code | Break | Hours | Reg | Ovt1 | Ovt2 | Day Total |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Balleza, Luis Number: 27 Code: 130** | | | | | | | | | | | |
| 1 | 07/24 | 5:00 AM | 07/24 | 3:45 PM | 100000 | 30u | 10.25 | 8.00 | 2.25 | 0.00 | 10.25 |
| | 07/25 | 6:00 AM | 07/25 | 3:00 PM | 100000 | 30u | 8.50 | 8.00 | 0.50 | 0.00 | 8.50 |
| | 07/26 | 5:30 AM | 07/26 | 5:45 PM | 100000 | 30u | 11.75 | 8.00 | 3.75 | 0.00 | 11.75 |
| | 07/27 | 5:30 AM | 07/27 | 4:15 PM | 100000 | 30u | 10.25 | 8.00 | 2.25 | 0.00 | 10.25 |
| | 07/28 | 5:30 AM | 07/28 | 4:00 PM | 100000 | 30u | 10.00 | 8.00 | 2.00 | 0.00 | 10.00 |
| | | | | | | | 50.75 | 40.00 | 10.75 | 0.00 | 50.75 |
| 2 | 07/31 | 5:00 AM | 07/31 | 4:00 PM | 100000 | 30u | 10.50 | 8.00 | 2.50 | 0.00 | 10.50 |
| | 08/01 | 6:00 AM | 08/01 | 2:15 PM | 100000 | 30u | 7.75 | 7.75 | 0.00 | 0.00 | 7.75 |
| | 08/02 | 5:30 AM | 08/02 | 4:00 PM | 100000 | 30u | 10.00 | 8.00 | 2.00 | 0.00 | 10.00 |
| | 08/03 | 5:30 AM | 08/03 | 3:30 PM | 100000 | 30u | 9.50 | 8.00 | 1.50 | 0.00 | 9.50 |
| | 08/04 | 5:30 AM | 08/04 | 3:30 PM | 100000 | 30u | 9.50 | 8.00 | 1.50 | 0.00 | 9.50 |
| | | | | | | | 47.25 | 39.75 | 7.50 | 0.00 | 47.25 |
| | | | | | | **Period Totals** | **98.00** | **79.75** | **18.25** | **0.00** | **98.00** |
| **Carrillo, J. Asencion Number: 21 Code: 123** | | | | | | | | | | | |
| 1 | 07/24 | 5:00 AM | 07/24 | 3:30 PM | 100000 | 30u | 10.00 | 8.00 | 2.00 | 0.00 | 10.00 |
| | 07/25 | 6:00 AM | 07/25 | 4:00 PM | 100000 | 30u | 9.50 | 8.00 | 1.50 | 0.00 | 9.50 |
| | 07/26 | 5:45 AM | 07/26 | 4:45 PM | 100000 | 30u | 10.50 | 8.00 | 2.50 | 0.00 | 10.50 |
| | 07/27 | 6:00 AM | 07/27 | 2:45 PM | 100000 | 30u | 8.25 | 8.00 | 0.25 | 0.00 | 8.25 |
| | 07/28 | 5:00 AM | 07/28 | 3:00 PM | 100000 | 30u | 9.50 | 8.00 | 1.50 | 0.00 | 9.50 |
| | 07/29 | 5:30 AM | 07/29 | 6:30 AM | 100000 | | 1.00 | 0.00 | 1.00 | 0.00 | 1.00 |
| | | | | | | | 48.75 | 40.00 | 8.75 | 0.00 | 48.75 |
| 2 | 07/31 | 5:00 AM | 07/31 | 11:45 AM | 100000 | 30u | 6.25 | 6.25 | 0.00 | 0.00 | 6.25 |
| | 08/01 | 6:30 AM | 08/01 | 3:30 PM | 100000 | 30u | 8.50 | 8.00 | 0.50 | 0.00 | 8.50 |
| | 08/02 | 5:00 AM | 08/02 | 2:30 PM | 100000 | 30u | 9.00 | 8.00 | 1.00 | 0.00 | 9.00 |
| | 08/03 | 6:00 AM | 08/03 | 4:00 PM | 100000 | 30u | 9.50 | 8.00 | 1.50 | 0.00 | 9.50 |
| | 08/04 | 5:30 AM | 08/04 | 2:30 PM | 100000 | 30u | 8.50 | 8.00 | 0.50 | 0.00 | 8.50 |
| | | | | | | | 41.75 | 38.25 | 3.50 | 0.00 | 41.75 |
| | | | | | | **Period Totals** | **90.50** | **78.25** | **12.25** | **0.00** | **90.50** |
| **Cortes, Jose Number: 51 Code: 154** | | | | | | | | | | | |
| 1 | 07/24 | 4:45 AM | 07/24 | 4:30 PM | 100000 | 30u | 11.25 | 8.00 | 3.25 | 0.00 | 11.25 |
| | 07/25 | 4:00 AM | 07/25 | 3:45 PM | 100000 | 30u | 11.25 | 8.00 | 3.25 | 0.00 | 11.25 |
| | 07/26 | 5:00 AM | 07/26 | 4:45 PM | 100000 | 30u | 11.25 | 8.00 | 3.25 | 0.00 | 11.25 |
| | 07/27 | 5:00 AM | 07/27 | 5:15 PM | 100000 | 30u | 11.75 | 8.00 | 3.75 | 0.00 | 11.75 |
| | 07/28 | 4:00 AM | 07/28 | 3:00 PM | 100000 | 30u | 10.50 | 8.00 | 2.50 | 0.00 | 10.50 |
| | | | | | | | 56.00 | 40.00 | 16.00 | 0.00 | 56.00 |
| 2 | 07/31 | 4:00 AM | 07/31 | 1:15 PM | 100000 | 30u | 8.75 | 8.00 | 0.75 | 0.00 | 8.75 |
| | 08/01 | 5:00 AM | 08/01 | 3:15 PM | 100000 | 30u | 9.75 | 8.00 | 1.75 | 0.00 | 9.75 |
| | 08/02 | 5:15 AM | 08/02 | 3:15 PM | 100000 | 30u | 9.50 | 8.00 | 1.50 | 0.00 | 9.50 |
| | 08/03 | 5:00 AM | 08/03 | 2:00 PM | 100000 | 30u | 8.50 | 8.00 | 0.50 | 0.00 | 8.50 |
| | 08/04 | 4:00 AM | 08/04 | 2:15 PM | 100000 | 30u | 9.75 | 8.00 | 1.75 | 0.00 | 9.75 |
| | | | | | | | 46.25 | 40.00 | 6.25 | 0.00 | 46.25 |
| | | | | | | **Period Totals** | **102.25** | **80.00** | **22.25** | **0.00** | **102.25** |
| **Delacruz, Jose Number: 16 Code: 118** | | | | | | | | | | | |
| 1 | 07/24 | 5:00 AM | 07/24 | 2:15 PM | 100000 | 30u | 8.75 | 8.00 | 0.75 | 0.00 | 8.75 |
| | 07/25 | 3:00 AM | 07/25 | 2:00 PM | 100000 | 30u | 10.50 | 8.00 | 2.50 | 0.00 | 10.50 |
| | 07/27 | 2:00 AM | 07/27 | 12:30 PM | 100000 | 30u | 10.00 | 8.00 | 2.00 | 0.00 | 10.00 |
| | 07/28 | 3:30 AM | 07/28 | 1:30 PM | 100000 | 30u | 9.50 | 8.00 | 1.50 | 0.00 | 9.50 |
| | | | | | | | 38.75 | 32.00 | 6.75 | 0.00 | 38.75 |
| 2 | 07/31 | 5:00 AM | 07/31 | 3:00 PM | 100000 | 30u | 9.50 | 8.00 | 1.50 | 0.00 | 9.50 |
| | 08/01 | 3:00 AM | 08/01 | 2:15 PM | 100000 | 30u | 10.75 | 8.00 | 2.75 | 0.00 | 10.75 |
| | 08/02 | 3:00 AM | 08/02 | 1:15 PM | 100000 | 30u | 9.75 | 8.00 | 1.75 | 0.00 | 9.75 |
| | 08/03 | 2:00 AM | 08/03 | 1:00 PM | 100000 | 30u | 10.50 | 8.00 | 2.50 | 0.00 | 10.50 |
| | 08/04 | 3:30 AM | 08/04 | 3:15 PM | 100000 | 30u | 11.25 | 8.00 | 3.25 | 0.00 | 11.25 |
| | | | | | | | 51.75 | 40.00 | 11.75 | 0.00 | 51.75 |
| | | | | | | **Period Totals** | **90.50** | **72.00** | **18.50** | **0.00** | **90.50** |
| **Gonzalez, Jorge Number: 23 Code: 125** | | | | | | | | | | | |

# Payroll Detail
## For the period of 07/24/2006 to 08/06/2006

| Week | Date In | Time In | Date Out | Time Out | Job Code | Break | Hours | Reg | Ovt1 | Ovt2 | Day Total |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 07/24 | 7:00 AM | 07/24 | 4:45 PM | 100000 | 30u | 9.25 | 8.00 | 1.25 | 0.00 | 9.25 |
| | 07/25 | 4:45 AM | 07/25 | 3:15 PM | 100000 | 30u | 10.00 | 8.00 | 2.00 | 0.00 | 10.00 |
| | 07/26 | 4:45 AM | 07/26 | 4:00 PM | 100000 | 30u | 10.75 | 8.00 | 2.75 | 0.00 | 10.75 |
| | 07/27 | 12:00 AM | 07/27 | 12:00 PM | 100000 | 30u | 11.50 | 8.00 | 3.50 | 0.00 | 11.50 |
| | 07/28 | 4:30 AM | 07/28 | 3:45 PM | 100000 | 30u | 10.75 | 8.00 | 2.75 | 0.00 | 10.75 |
| | | | | | | | 52.25 | 40.00 | 12.25 | 0.00 | 52.25 |
| 2 | 07/31 | 4:00 AM | 07/31 | 12:00 PM | 100000 | 30u | 7.50 | 7.50 | 0.00 | 0.00 | 7.50 |
| | 08/01 | 7:00 AM | 08/01 | 3:00 PM | 100000 | 30u | 7.50 | 7.50 | 0.00 | 0.00 | 7.50 |
| | 08/02 | 4:45 AM | 08/02 | 4:30 PM | 100000 | 30u | 11.25 | 8.00 | 3.25 | 0.00 | 11.25 |
| | 08/03 | 4:45 AM | 08/03 | 6:45 PM | 100000 | 30u | 13.50 | 8.00 | 4.00 | 1.50 | 13.50 |
| | 08/04 | 4:30 AM | 08/04 | 5:00 PM | 100000 | 30u | 12.00 | 8.00 | 4.00 | 0.00 | 12.00 |
| | | | | | | | 51.75 | 39.00 | 11.25 | 1.50 | 51.75 |
| | | | | | | **Period Totals** | **104.00** | **79.00** | **23.50** | **1.50** | **104.00** |

**Hastie, Brad Number: 9 Code: 110**

| Week | Date In | Time In | Date Out | Time Out | Job Code | Break | Hours | Reg | Ovt1 | Ovt2 | Day Total |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 07/24 | 5:00 AM | 07/24 | 3:45 PM | 100000 | 30u | 10.25 | 8.00 | 2.25 | 0.00 | 10.25 |
| | 07/25 | 5:30 AM | 07/25 | 3:45 PM | 100000 | 30u | 9.75 | 8.00 | 1.75 | 0.00 | 9.75 |
| | 07/26 | 5:30 AM | 07/26 | 4:00 PM | 100000 | 30u | 10.00 | 8.00 | 2.00 | 0.00 | 10.00 |
| | 07/27 | 5:30 AM | 07/27 | 3:00 PM | 100000 | 30u | 9.00 | 8.00 | 1.00 | 0.00 | 9.00 |
| | 07/28 | 4:30 AM | 07/28 | 1:45 PM | 100000 | 30u | 8.75 | 8.00 | 0.75 | 0.00 | 8.75 |
| | | | | | | | 47.75 | 40.00 | 7.75 | 0.00 | 47.75 |
| 2 | 07/31 | 5:00 AM | 07/31 | 3:30 PM | 100000 | 30u | 10.00 | 8.00 | 2.00 | 0.00 | 10.00 |
| | 08/01 | 5:30 AM | 08/01 | 3:00 PM | 100000 | 30u | 9.00 | 8.00 | 1.00 | 0.00 | 9.00 |
| | 08/02 | 5:30 AM | 08/02 | 3:00 PM | 100000 | 30u | 9.00 | 8.00 | 1.00 | 0.00 | 9.00 |
| | 08/03 | 5:30 AM | 08/03 | 3:00 PM | 100000 | 30u | 9.00 | 8.00 | 1.00 | 0.00 | 9.00 |
| | 08/04 | 4:30 AM | 08/04 | 1:45 PM | 100000 | 30u | 8.75 | 8.00 | 0.75 | 0.00 | 8.75 |
| | | | | | | | 45.75 | 40.00 | 5.75 | 0.00 | 45.75 |
| | | | | | | **Period Totals** | **93.50** | **80.00** | **13.50** | **0.00** | **93.50** |

**Kouns, Richard Number: 10 Code: 111**

| Week | Date In | Time In | Date Out | Time Out | Job Code | Break | Hours | Reg | Ovt1 | Ovt2 | Day Total |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 07/24 | 5:45 AM | 07/24 | 3:00 PM | 100000 | 30u | 8.75 | 8.00 | 0.75 | 0.00 | 8.75 |
| | 07/25 | 5:45 AM | 07/25 | 3:15 PM | 100000 | 30u | 9.00 | 8.00 | 1.00 | 0.00 | 9.00 |
| | 07/26 | 5:45 AM | 07/26 | 3:00 PM | 100000 | 30u | 8.75 | 8.00 | 0.75 | 0.00 | 8.75 |
| | 07/27 | 4:30 AM | 07/27 | 2:30 PM | 100000 | 30u | 9.50 | 8.00 | 1.50 | 0.00 | 9.50 |
| | 07/28 | 5:45 AM | 07/28 | 3:00 PM | 100000 | 30u | 8.75 | 8.00 | 0.75 | 0.00 | 8.75 |
| | | | | | | | 44.75 | 40.00 | 4.75 | 0.00 | 44.75 |
| 2 | 07/31 | 4:45 AM | 07/31 | 4:15 PM | 100000 | 30u | 11.00 | 8.00 | 3.00 | 0.00 | 11.00 |
| | 08/01 | 4:30 AM | 08/01 | 4:15 PM | 100000 | 30u | 11.25 | 8.00 | 3.25 | 0.00 | 11.25 |
| | 08/02 | 6:15 AM | 08/02 | 5:30 PM | 100000 | 30u | 10.75 | 8.00 | 2.75 | 0.00 | 10.75 |
| | 08/03 | 4:30 AM | 08/03 | 3:00 PM | 100000 | 30u | 10.00 | 8.00 | 2.00 | 0.00 | 10.00 |
| | 08/04 | 4:45 AM | 08/04 | 5:45 PM | 100000 | 30u | 12.50 | 8.00 | 4.00 | 0.50 | 12.50 |
| | | | | | | | 55.50 | 40.00 | 15.00 | 0.50 | 55.50 |
| | | | | | | **Period Totals** | **100.25** | **80.00** | **19.75** | **0.50** | **100.25** |

**Leiva, Marco Number: 56 Code: 159**

| Week | Date In | Time In | Date Out | Time Out | Job Code | Break | Hours | Reg | Ovt1 | Ovt2 | Day Total |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 07/24 | 6:00 AM | 07/24 | 12:45 PM | 100000 | 30u | 6.25 | 6.25 | 0.00 | 0.00 | 6.25 |
| | 07/25 | 5:00 AM | 07/25 | 4:15 PM | 100000 | 30u | 10.75 | 8.00 | 2.75 | 0.00 | 10.75 |
| | 07/26 | 5:15 AM | 07/26 | 5:30 PM | 100000 | 30u | 11.75 | 8.00 | 3.75 | 0.00 | 11.75 |
| | 07/27 | 5:00 AM | 07/27 | 4:30 PM | 100000 | 30u | 11.00 | 8.00 | 3.00 | 0.00 | 11.00 |
| | 07/28 | 6:00 AM | 07/28 | 3:15 PM | 100000 | 30u | 8.75 | 8.00 | 0.75 | 0.00 | 8.75 |
| | | | | | | | 48.50 | 38.25 | 10.25 | 0.00 | 48.50 |
| 2 | 08/01 | 6:00 AM | 08/01 | 6:30 AM | 100000 | | 0.50 | 0.50 | 0.00 | 0.00 | |
| | 08/01 | 8:30 AM | 08/01 | 2:30 PM | 100000 | 30u | 5.50 | 5.50 | 0.00 | 0.00 | 6.00 |
| | 08/02 | 6:00 AM | 08/02 | 4:45 PM | 100000 | 30u | 10.25 | 8.00 | 2.25 | 0.00 | 10.25 |
| | 08/03 | 6:00 AM | 08/03 | 4:30 PM | 100000 | 30u | 10.00 | 8.00 | 2.00 | 0.00 | 10.00 |
| | 08/04 | 5:30 AM | 08/04 | 4:15 PM | 100000 | 30u | 10.25 | 8.00 | 2.25 | 0.00 | 10.25 |
| | | | | | | | 36.50 | 30.00 | 6.50 | 0.00 | 36.50 |
| | | | | | | **Period Totals** | **85.00** | **68.25** | **16.75** | **0.00** | **85.00** |

**Luevano, Rene Number: 17 Code: 119**

# Payroll Detail

## For the period of 07/24/2006 to 08/06/2006

| Week | Date In | Time In | Date Out | Time Out | Job Code | Break | Hours | Reg | Ovt1 | Ovt2 | Day Total |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 07/24 | 6:00 AM | 07/24 | 4:15 PM | 100000 | 30u | 9.75 | 8.00 | 1.75 | 0.00 | 9.75 |
| | 07/25 | 4:00 AM | 07/25 | 4:30 PM | 100000 | 30u | 12.00 | 8.00 | 4.00 | 0.00 | 12.00 |
| | 07/26 | 4:00 AM | 07/26 | 4:30 PM | 100000 | 30u | 12.00 | 8.00 | 4.00 | 0.00 | 12.00 |
| | 07/27 | 4:00 AM | 07/27 | 4:00 PM | 100000 | 30u | 11.50 | 8.00 | 3.50 | 0.00 | 11.50 |
| | 07/28 | 4:00 AM | 07/28 | 2:30 PM | 100000 | 30u | 10.00 | 8.00 | 2.00 | 0.00 | 10.00 |
| | | | | | | | 55.25 | 40.00 | 15.25 | 0.00 | 55.25 |
| 2 | 08/01 | 4:00 AM | 08/01 | 3:45 PM | 100000 | 30u | 11.25 | 8.00 | 3.25 | 0.00 | 11.25 |
| | 08/02 | 5:00 AM | 08/02 | 5:00 PM | 100000 | 30u | 11.50 | 8.00 | 3.50 | 0.00 | 11.50 |
| | 08/03 | 4:00 AM | 08/03 | 2:15 PM | 100000 | 30u | 9.75 | 8.00 | 1.75 | 0.00 | 9.75 |
| | 08/04 | 3:00 AM | 08/04 | 1:45 PM | 100000 | 30u | 10.25 | 8.00 | 2.25 | 0.00 | 10.25 |
| | | | | | | | 42.75 | 32.00 | 10.75 | 0.00 | 42.75 |
| | | | | | | **Period Totals** | **98.00** | **72.00** | **26.00** | **0.00** | **98.00** |

**Pope, Donald Number: 38 Code: 140**

| Week | Date In | Time In | Date Out | Time Out | Job Code | Break | Hours | Reg | Ovt1 | Ovt2 | Day Total |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 07/24 | 6:00 AM | 07/24 | 4:30 PM | 100000 | 30u | 10.00 | 8.00 | 2.00 | 0.00 | 10.00 |
| | 07/25 | 6:00 AM | 07/25 | 5:15 PM | 100000 | 30u | 10.75 | 8.00 | 2.75 | 0.00 | 10.75 |
| | 07/26 | 5:00 AM | 07/26 | 2:45 PM | 100000 | 30u | 9.25 | 8.00 | 1.25 | 0.00 | 9.25 |
| | 07/27 | 5:15 AM | 07/27 | 2:00 PM | 100000 | 30u | 8.25 | 8.00 | 0.25 | 0.00 | 8.25 |
| | 07/28 | 3:45 AM | 07/28 | 4:15 PM | 100000 | 30u | 12.00 | 8.00 | 4.00 | 0.00 | 12.00 |
| | | | | | | | 50.25 | 40.00 | 10.25 | 0.00 | 50.25 |
| 2 | 07/31 | 6:00 AM | 07/31 | 4:45 PM | 100000 | 30u | 10.25 | 8.00 | 2.25 | 0.00 | 10.25 |
| | 08/01 | 5:45 AM | 08/01 | 4:15 PM | 100000 | 30u | 10.00 | 8.00 | 2.00 | 0.00 | 10.00 |
| | 08/02 | 6:00 AM | 08/02 | 6:15 PM | 100000 | 30u | 11.75 | 8.00 | 3.75 | 0.00 | 11.75 |
| | 08/03 | 6:00 AM | 08/03 | 5:30 PM | 100000 | 30u | 11.00 | 8.00 | 3.00 | 0.00 | |
| | 08/03 | 10:30 PM | 08/04 | 12:30 AM | 100000 | | 2.00 | 0.00 | 1.00 | 1.00 | 13.00 |
| | 08/04 | 6:00 AM | 08/04 | 3:45 PM | 100000 | 30u | 9.25 | 8.00 | 1.25 | 0.00 | 9.25 |
| | | | | | | | 54.25 | 40.00 | 13.25 | 1.00 | 54.25 |
| | | | | | | **Period Totals** | **104.50** | **80.00** | **23.50** | **1.00** | **104.50** |

**Preciado, Jose Number: 55 Code: 158**

| Week | Date In | Time In | Date Out | Time Out | Job Code | Break | Hours | Reg | Ovt1 | Ovt2 | Day Total |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 07/24 | 4:00 AM | 07/24 | 3:30 PM | 100000 | 30u | 11.00 | 8.00 | 3.00 | 0.00 | 11.00 |
| | 07/25 | 4:00 AM | 07/25 | 12:00 PM | 100000 | 30u | 7.50 | 7.50 | 0.00 | 0.00 | 7.50 |
| | 07/26 | 5:00 AM | 07/26 | 4:00 PM | 100000 | 30u | 10.50 | 8.00 | 2.50 | 0.00 | 10.50 |
| | 07/27 | 4:00 AM | 07/27 | 2:45 PM | 100000 | 30u | 10.25 | 8.00 | 2.25 | 0.00 | 10.25 |
| | 07/28 | 4:00 AM | 07/28 | 2:45 PM | 100000 | 30u | 10.25 | 8.00 | 2.25 | 0.00 | 10.25 |
| | | | | | | | 49.50 | 39.50 | 10.00 | 0.00 | 49.50 |
| 2 | 07/31 | 7:00 AM | 07/31 | 2:30 PM | 100000 | 30u | 7.00 | 7.00 | 0.00 | 0.00 | 7.00 |
| | 08/01 | 5:00 AM | 08/01 | 4:45 PM | 100000 | 30u | 11.25 | 8.00 | 3.25 | 0.00 | 11.25 |
| | 08/02 | 6:00 AM | 08/02 | 5:15 PM | 100000 | 30u | 10.75 | 8.00 | 2.75 | 0.00 | 10.75 |
| | 08/03 | 5:00 AM | 08/03 | 4:45 PM | 100000 | 30u | 11.25 | 8.00 | 3.25 | 0.00 | 11.25 |
| | 08/04 | 4:30 AM | 08/04 | 3:00 PM | 100000 | 30u | 10.00 | 8.00 | 2.00 | 0.00 | 10.00 |
| | | | | | | | 50.25 | 39.00 | 11.25 | 0.00 | 50.25 |
| | | | | | | **Period Totals** | **99.75** | **78.50** | **21.25** | **0.00** | **99.75** |

**Ramos, Richard Number: 14 Code: 116**

| Week | Date In | Time In | Date Out | Time Out | Job Code | Break | Hours | Reg | Ovt1 | Ovt2 | Day Total |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 2 | 07/31 | 4:00 AM | 07/31 | 2:15 PM | 100000 | 30u | 9.75 | 8.00 | 1.75 | 0.00 | 9.75 |
| | 08/01 | 5:45 AM | 08/01 | 3:30 PM | 100000 | 30u | 9.25 | 8.00 | 1.25 | 0.00 | 9.25 |
| | 08/02 | 5:00 AM | 08/02 | 3:15 PM | 100000 | 30u | 9.75 | 8.00 | 1.75 | 0.00 | 9.75 |
| | 08/03 | 5:15 AM | 08/03 | 3:45 PM | 100000 | 30u | 10.00 | 8.00 | 2.00 | 0.00 | 10.00 |
| | 08/04 | 4:00 AM | 08/04 | 2:45 PM | 100000 | 30u | 10.25 | 8.00 | 2.25 | 0.00 | 10.25 |
| | | | | | | | 49.00 | 40.00 | 9.00 | 0.00 | 49.00 |
| | | | | | | **Period Totals** | **49.00** | **40.00** | **9.00** | **0.00** | **49.00** |

**Rocha, Fernando Number: 4 Code: 104**

| Week | Date In | Time In | Date Out | Time Out | Job Code | Break | Hours | Reg | Ovt1 | Ovt2 | Day Total |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 07/24 | 4:15 AM | 07/24 | 3:30 PM | 100000 | 30u | 10.75 | 8.00 | 2.75 | 0.00 | 10.75 |
| | 07/25 | 4:00 AM | 07/25 | 3:30 PM | 100000 | 30u | 11.00 | 8.00 | 3.00 | 0.00 | 11.00 |
| | 07/26 | 5:00 AM | 07/26 | 4:00 PM | 100000 | 30u | 10.50 | 8.00 | 2.50 | 0.00 | 10.50 |
| | 07/27 | 4:00 AM | 07/27 | 2:45 PM | 100000 | 30u | 10.25 | 8.00 | 2.25 | 0.00 | 10.25 |
| | 07/28 | 4:00 AM | 07/28 | 2:45 PM | 100000 | 30u | 10.25 | 8.00 | 2.25 | 0.00 | 10.25 |
| | | | | | | | 52.75 | 40.00 | 12.75 | 0.00 | 52.75 |
| 2 | 07/31 | 4:00 AM | 07/31 | 1:00 PM | 100000 | 30u | 8.50 | 8.00 | 0.50 | 0.00 | 8.50 |

# Payroll Detail

## For the period of 07/24/2006 to 08/06/2006

| Week | Date In | Time In | Date Out | Time Out | Job Code | Break | Hours | Reg | Ovt1 | Ovt2 | Day Total |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | 08/01 | 4:00 AM | 08/01 | 1:45 PM | 100000 | 30u | 9.25 | 8.00 | 1.25 | 0.00 | 9.25 |
| | 08/02 | 5:00 AM | 08/02 | 3:15 PM | 100000 | 30u | 9.75 | 8.00 | 1.75 | 0.00 | 9.75 |
| | 08/03 | 4:00 AM | 08/03 | 2:15 PM | 100000 | 30u | 9.75 | 8.00 | 1.75 | 0.00 | 9.75 |
| | 08/04 | 4:00 AM | 08/04 | 1:30 PM | 100000 | 30u | 9.00 | 8.00 | 1.00 | 0.00 | 9.00 |
| | | | | | | | 46.25 | 40.00 | 6.25 | 0.00 | 46.25 |
| | | | | | | **Period Totals** | **99.00** | **80.00** | **19.00** | **0.00** | **99.00** |

**Rosas, Valentin Number: 45 Code: 148**

| Week | Date In | Time In | Date Out | Time Out | Job Code | Break | Hours | Reg | Ovt1 | Ovt2 | Day Total |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 07/24 | 6:00 AM | 07/24 | 3:30 PM | 100000 | 30u | 9.00 | 8.00 | 1.00 | 0.00 | 9.00 |
| | 07/25 | 6:00 AM | 07/25 | 4:00 PM | 100000 | 30u | 9.50 | 8.00 | 1.50 | 0.00 | 9.50 |
| | 07/26 | 6:00 AM | 07/26 | 2:45 PM | 100000 | 30u | 8.25 | 8.00 | 0.25 | 0.00 | 8.25 |
| | 07/27 | 4:30 AM | 07/27 | 3:45 PM | 100000 | 30u | 10.75 | 8.00 | 2.75 | 0.00 | 10.75 |
| | 07/28 | 4:30 AM | 07/28 | 3:30 PM | 100000 | 30u | 10.50 | 8.00 | 2.50 | 0.00 | 10.50 |
| | | | | | | | 48.00 | 40.00 | 8.00 | 0.00 | 48.00 |
| 2 | 07/31 | 6:00 AM | 07/31 | 4:30 PM | 100000 | 30u | 10.00 | 8.00 | 2.00 | 0.00 | 10.00 |
| | 08/01 | 6:00 AM | 08/01 | 2:30 PM | 100000 | 30u | 8.00 | 8.00 | 0.00 | 0.00 | 8.00 |
| | 08/02 | 6:00 AM | 08/02 | 4:00 PM | 100000 | 30u | 9.50 | 8.00 | 1.50 | 0.00 | 9.50 |
| | 08/03 | 4:30 AM | 08/03 | 4:30 PM | 100000 | 30u | 11.50 | 8.00 | 3.50 | 0.00 | 11.50 |
| | 08/04 | 4:30 AM | 08/04 | 4:30 PM | 100000 | 30u | 11.50 | 8.00 | 3.50 | 0.00 | 11.50 |
| | | | | | | | 50.50 | 40.00 | 10.50 | 0.00 | 50.50 |
| | | | | | | **Period Totals** | **98.50** | **80.00** | **18.50** | **0.00** | **98.50** |

**Sanchez, Luciano Number: 33 Code: 136**

| Week | Date In | Time In | Date Out | Time Out | Job Code | Break | Hours | Reg | Ovt1 | Ovt2 | Day Total |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 07/24 | 4:15 AM | 07/24 | 5:30 PM | 100000 | 30u | 12.75 | 8.00 | 4.00 | 0.75 | 12.75 |
| | 07/25 | 4:15 AM | 07/25 | 2:45 PM | 100000 | 30u | 10.00 | 8.00 | 2.00 | 0.00 | 10.00 |
| | 07/26 | 4:15 AM | 07/26 | 4:45 PM | 100000 | 30u | 12.00 | 8.00 | 4.00 | 0.00 | 12.00 |
| | 07/27 | 4:15 AM | 07/27 | 3:00 PM | 100000 | 30u | 10.25 | 8.00 | 2.25 | 0.00 | 10.25 |
| | 07/28 | 4:15 AM | 07/28 | 1:45 PM | 100000 | 30u | 9.00 | 8.00 | 1.00 | 0.00 | 9.00 |
| | | | | | | | 54.00 | 40.00 | 13.25 | 0.75 | 54.00 |
| 2 | 07/31 | 4:15 AM | 07/31 | 1:45 PM | 100000 | 30u | 9.00 | 8.00 | 1.00 | 0.00 | 9.00 |
| | 08/01 | 4:15 AM | 08/01 | 1:30 PM | 100000 | 30u | 8.75 | 8.00 | 0.75 | 0.00 | 8.75 |
| | 08/02 | 4:15 AM | 08/02 | 2:00 PM | 100000 | 30u | 9.25 | 8.00 | 1.25 | 0.00 | 9.25 |
| | 08/03 | 4:15 AM | 08/03 | 2:15 PM | 100000 | 30u | 9.50 | 8.00 | 1.50 | 0.00 | 9.50 |
| | 08/04 | 6:45 AM | 08/04 | 2:00 PM | 100000 | 30u | 6.75 | 6.75 | 0.00 | 0.00 | 6.75 |
| | | | | | | | 43.25 | 38.75 | 4.50 | 0.00 | 43.25 |
| | | | | | | **Period Totals** | **97.25** | **78.75** | **17.75** | **0.75** | **97.25** |

**Schultz, Robert Number: 5 Code: 105**

| Week | Date In | Time In | Date Out | Time Out | Job Code | Break | Hours | Reg | Ovt1 | Ovt2 | Day Total |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 07/24 | 3:30 AM | 07/24 | 3:45 PM | 100000 | 30u | 11.75 | 8.00 | 3.75 | 0.00 | 11.75 |
| | 07/25 | 5:30 AM | 07/25 | 2:00 PM | 100000 | 30u | 8.00 | 8.00 | 0.00 | 0.00 | 8.00 |
| | 07/26 | 3:00 AM | 07/26 | 1:45 PM | 100000 | 30u | 10.25 | 8.00 | 2.25 | 0.00 | 10.25 |
| | 07/27 | 4:30 AM | 07/27 | 5:00 PM | 100000 | 30u | 12.00 | 8.00 | 4.00 | 0.00 | 12.00 |
| | 07/28 | 4:30 AM | 07/28 | 2:00 PM | 100000 | 30u | 9.00 | 8.00 | 1.00 | 0.00 | 9.00 |
| | | | | | | | 51.00 | 40.00 | 11.00 | 0.00 | 51.00 |
| 2 | 08/01 | 5:30 AM | 08/01 | 2:00 PM | 100000 | 30u | 8.00 | 8.00 | 0.00 | 0.00 | 8.00 |
| | 08/02 | 3:00 AM | 08/02 | 2:00 PM | 100000 | 30u | 10.50 | 8.00 | 2.50 | 0.00 | 10.50 |
| | 08/03 | 5:00 AM | 08/03 | 10:00 AM | 100000 | | 5.00 | 5.00 | 0.00 | 0.00 | |
| | 08/03 | 10:15 AM | 08/03 | 12:30 PM | 100000 | | 2.25 | 2.25 | 0.00 | 0.00 | 7.25 |
| | 08/04 | 5:30 AM | 08/04 | 12:45 PM | 100000 | 30u | 6.75 | 6.75 | 0.00 | 0.00 | 6.75 |
| | | | | | | | 32.50 | 30.00 | 2.50 | 0.00 | 32.50 |
| | | | | | | **Period Totals** | **83.50** | **70.00** | **13.50** | **0.00** | **83.50** |

**Spencer, Tracy Number: 20 Code: 122**

| Week | Date In | Time In | Date Out | Time Out | Job Code | Break | Hours | Reg | Ovt1 | Ovt2 | Day Total |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 07/24 | 5:00 AM | 07/24 | 4:00 PM | 100000 | 30u | 10.50 | 8.00 | 2.50 | 0.00 | 10.50 |
| | 07/25 | 5:30 AM | 07/25 | 2:00 PM | 100000 | 30u | 8.00 | 8.00 | 0.00 | 0.00 | 8.00 |
| | 07/26 | 5:30 AM | 07/26 | 5:30 PM | 100000 | 30u | 11.50 | 8.00 | 3.50 | 0.00 | 11.50 |
| | 07/27 | 5:30 AM | 07/27 | 4:15 PM | 100000 | 30u | 10.25 | 8.00 | 2.25 | 0.00 | 10.25 |
| | 07/28 | 5:30 AM | 07/28 | 3:45 PM | 100000 | 30u | 9.75 | 8.00 | 1.75 | 0.00 | 9.75 |
| | | | | | | | 50.00 | 40.00 | 10.00 | 0.00 | 50.00 |
| 2 | 07/31 | 5:00 AM | 07/31 | 3:00 PM | 100000 | 30u | 9.50 | 8.00 | 1.50 | 0.00 | 9.50 |
| | 08/01 | 5:30 AM | 08/01 | 2:15 PM | 100000 | 30u | 8.25 | 8.00 | 0.25 | 0.00 | 8.25 |

# Payroll Detail

## For the period of 07/24/2006 to 08/06/2006

| Week | | Date In | Time In | Date Out | Time Out | Job Code | Break | Hours | Reg | Ovt1 | Ovt2 | Day Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 08/02 | 5:30 AM | 08/02 | 3:45 PM | 100000 | 30u | 9.75 | 8.00 | 1.75 | 0.00 | 9.75 |
| | | 08/03 | 5:30 AM | 08/03 | 4:00 PM | 100000 | 30u | 10.00 | 8.00 | 2.00 | 0.00 | 10.00 |
| | | 08/04 | 5:30 AM | 08/04 | 3:00 PM | 100000 | 30u | 9.00 | 8.00 | 1.00 | 0.00 | 9.00 |
| | | | | | | | | 46.50 | 40.00 | 6.50 | 0.00 | 46.50 |
| | | | | | | | **Period Totals** | **96.50** | **80.00** | **16.50** | **0.00** | **96.50** |

**Butterfield, Carl  Number: 7  Code: 107**

| Week | | Date In | Time In | Date Out | Time Out | Job Code | Break | Hours | Reg | Ovt1 | Ovt2 | Day Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | | 07/24 | 5:30 AM | 07/24 | 3:00 PM | 100000 | 30u | 9.00 | 8.00 | 1.00 | 0.00 | 9.00 |
| | | 07/25 | 5:30 AM | 07/25 | 2:15 PM | 100000 | 30u | 8.25 | 8.00 | 0.25 | 0.00 | 8.25 |
| | | 07/26 | 5:30 AM | 07/26 | 5:30 PM | 100000 | 30u | 11.50 | 8.00 | 3.50 | 0.00 | 11.50 |
| | | 07/27 | 5:30 AM | 07/27 | 5:15 PM | 100000 | 30u | 11.25 | 8.00 | 3.25 | 0.00 | 11.25 |
| | | 07/28 | 5:30 AM | 07/28 | 4:30 PM | 100000 | 30u | 10.50 | 8.00 | 2.50 | 0.00 | 10.50 |
| | | | | | | | | 50.50 | 40.00 | 10.50 | 0.00 | 50.50 |
| 2 | | 08/01 | 5:30 AM | 08/01 | 3:30 PM | 100000 | 30u | 9.50 | 8.00 | 1.50 | 0.00 | 9.50 |
| | | 08/02 | 5:30 AM | 08/02 | 5:30 PM | 100000 | 30u | 11.50 | 8.00 | 3.50 | 0.00 | 11.50 |
| | | 08/03 | 5:30 AM | 08/03 | 5:15 PM | 100000 | 30u | 11.25 | 8.00 | 3.25 | 0.00 | 11.25 |
| | | 08/04 | 5:30 AM | 08/04 | 4:45 PM | 100000 | 30u | 10.75 | 8.00 | 2.75 | 0.00 | 10.75 |
| | | | | | | | | 43.00 | 32.00 | 11.00 | 0.00 | 43.00 |
| | | | | | | | **Period Totals** | **93.50** | **72.00** | **21.50** | **0.00** | **93.50** |

**Ventura, Santos  Number: 35  Code: 138**

| Week | | Date In | Time In | Date Out | Time Out | Job Code | Break | Hours | Reg | Ovt1 | Ovt2 | Day Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | | 07/24 | 6:00 AM | 07/24 | 12:45 PM | 100000 | 30u | 6.25 | 6.25 | 0.00 | 0.00 | 6.25 |
| | | 07/25 | 5:00 AM | 07/25 | 4:15 PM | 100000 | 30u | 10.75 | 8.00 | 2.75 | 0.00 | 10.75 |
| | | 07/26 | 5:15 AM | 07/26 | 5:30 PM | 100000 | 30u | 11.75 | 8.00 | 3.75 | 0.00 | 11.75 |
| | | 07/27 | 5:00 AM | 07/27 | 4:45 PM | 100000 | 30u | 11.25 | 8.00 | 3.25 | 0.00 | |
| | | 07/27 | 10:00 PM | 07/28 | 12:00 AM | 100000 | | 2.00 | 0.00 | 0.75 | 1.25 | 13.25 |
| | | 07/28 | 6:00 AM | 07/28 | 3:15 PM | 100000 | 30u | 8.75 | 8.00 | 0.75 | 0.00 | 8.75 |
| | | | | | | | | 50.75 | 38.25 | 11.25 | 1.25 | 50.75 |
| 2 | | 07/31 | 6:00 AM | 07/31 | 10:30 AM | 100000 | | 4.50 | 4.50 | 0.00 | 0.00 | 4.50 |
| | | 08/01 | 5:00 AM | 08/01 | 12:30 PM | 100000 | 30u | 7.00 | 7.00 | 0.00 | 0.00 | 7.00 |
| | | 08/02 | 5:15 AM | 08/02 | 4:30 PM | 100000 | 30u | 10.75 | 8.00 | 2.75 | 0.00 | 10.75 |
| | | 08/03 | 6:00 AM | 08/03 | 4:15 PM | 100000 | 30u | 9.75 | 8.00 | 1.75 | 0.00 | 9.75 |
| | | 08/04 | 6:00 AM | 08/04 | 4:00 PM | 100000 | 30u | 9.50 | 8.00 | 1.50 | 0.00 | 9.50 |
| | | | | | | | | 41.50 | 35.50 | 6.00 | 0.00 | 41.50 |
| | | | | | | | **Period Totals** | **92.25** | **73.75** | **17.25** | **1.25** | **92.25** |

**Zambrotta, Thomas  Number: 6  Code: 106**

| Week | | Date In | Time In | Date Out | Time Out | Job Code | Break | Hours | Reg | Ovt1 | Ovt2 | Day Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | | 07/24 | 4:00 AM | 07/24 | 4:00 PM | 100000 | 30u | 11.50 | 8.00 | 3.50 | 0.00 | 11.50 |
| | | 07/25 | 5:30 AM | 07/25 | 5:30 PM | 100000 | 30u | 11.50 | 8.00 | 3.50 | 0.00 | 11.50 |
| | | 07/26 | 3:00 AM | 07/26 | 3:00 PM | 100000 | 30u | 11.50 | 8.00 | 3.50 | 0.00 | 11.50 |
| | | 07/27 | 5:00 AM | 07/27 | 4:30 PM | 100000 | 30u | 11.00 | 8.00 | 3.00 | 0.00 | 11.00 |
| | | 07/28 | 5:00 AM | 07/28 | 6:00 PM | 100000 | 30u | 12.50 | 8.00 | 4.00 | 0.50 | 12.50 |
| | | | | | | | | 58.00 | 40.00 | 17.50 | 0.50 | 58.00 |
| 2 | | 07/31 | 5:00 AM | 07/31 | 4:00 PM | 100000 | 30u | 10.50 | 8.00 | 2.50 | 0.00 | 10.50 |
| | | 08/01 | 5:00 AM | 08/01 | 3:30 PM | 100000 | 30u | 10.00 | 8.00 | 2.00 | 0.00 | 10.00 |
| | | 08/02 | 5:00 AM | 08/02 | 2:15 PM | 100000 | 30u | 8.75 | 8.00 | 0.75 | 0.00 | 8.75 |
| | | 08/03 | 5:00 AM | 08/03 | 3:00 PM | 100000 | 30u | 9.50 | 8.00 | 1.50 | 0.00 | 9.50 |
| | | 08/04 | 4:30 AM | 08/04 | 2:15 PM | 100000 | 30u | 9.25 | 8.00 | 1.25 | 0.00 | 9.25 |
| | | | | | | | | 48.00 | 40.00 | 8.00 | 0.00 | 48.00 |
| | | | | | | | **Period Totals** | **106.00** | **80.00** | **25.50** | **0.50** | **106.00** |

# Payroll Detail

## For the period of 07/24/2006 to 08/06/2006

| Week | Date In | Time In | Date Out | Time Out | Job Code | Break | Hours | Reg | Ovt1 | Ovt2 | Day Total |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **endejaz, Marcos** | **Number: 15** | **Code: 117** | | | | | | | | | |
| 1 | 07/24 | 11:45 AM | 07/24 | 5:30 PM | 200000 | | 5.75 | 5.75 | 0.00 | 0.00 | 5.75 |
| | 07/25 | 6:15 AM | 07/25 | 4:15 PM | 200000 | 30u | 9.50 | 8.00 | 1.50 | 0.00 | 9.50 |
| | 07/26 | 6:30 AM | 07/26 | 4:15 PM | 200000 | 30u | 9.25 | 8.00 | 1.25 | 0.00 | 9.25 |
| | 07/27 | 7:00 AM | 07/27 | 4:00 PM | 200000 | 30u | 8.50 | 8.00 | 0.50 | 0.00 | 8.50 |
| | 07/28 | 8:30 AM | 07/28 | 4:15 PM | 200000 | 30u | 7.25 | 7.25 | 0.00 | 0.00 | 7.25 |
| | | | | | | | 40.25 | 37.00 | 3.25 | 0.00 | 40.25 |
| 2 | 07/31 | 11:45 AM | 07/31 | 4:45 PM | 200000 | | 5.00 | 5.00 | 0.00 | 0.00 | 5.00 |
| | 08/01 | 8:45 AM | 08/01 | 4:15 PM | 200000 | 30u | 7.00 | 7.00 | 0.00 | 0.00 | 7.00 |
| | 08/02 | 8:45 AM | 08/02 | 6:15 PM | 200000 | 30u | 9.00 | 8.00 | 1.00 | 0.00 | 9.00 |
| | 08/03 | 8:45 AM | 08/03 | 4:30 PM | 200000 | 30u | 7.25 | 7.25 | 0.00 | 0.00 | 7.25 |
| | 08/04 | 8:30 AM | 08/04 | 5:00 PM | 200000 | 30u | 8.00 | 8.00 | 0.00 | 0.00 | 8.00 |
| | | | | | | | 36.25 | 35.25 | 1.00 | 0.00 | 36.25 |
| | | | | | | **Period Totals** | **76.50** | **72.25** | **4.25** | **0.00** | **76.50** |

# Payroll Detail

## For the period of 07/24/2006 to 08/06/2006

| Week | Date In | Time In | Date Out | Time Out | Job Code | Break | Hours | Reg | Ovt1 | Ovt2 | Day Total |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **astillo, Efrain Number: 30 Code: 133** | | | | | | | | | | | |
| 1 | 07/24 | 10:15 AM | 07/24 | 7:45 PM | 400000 | 30u | 9.00 | 8.00 | 1.00 | 0.00 | 9.00 |
| | 07/25 | 11:00 AM | 07/25 | 8:30 PM | 400000 | 30u | 9.00 | 8.00 | 1.00 | 0.00 | 9.00 |
| | 07/26 | 11:15 AM | 07/26 | 9:00 PM | 400000 | 30u | 9.25 | 8.00 | 1.25 | 0.00 | 9.25 |
| | 07/27 | 11:45 AM | 07/27 | 7:30 PM | 400000 | 30u | 7.25 | 7.25 | 0.00 | 0.00 | 7.25 |
| | 07/28 | 11:00 AM | 07/28 | 7:45 PM | 400000 | 30u | 8.25 | 8.00 | 0.25 | 0.00 | 8.25 |
| | | | | | | | 42.75 | 39.25 | 3.50 | 0.00 | 42.75 |
| 2 | 07/31 | 11:15 AM | 07/31 | 8:30 PM | 400000 | 30u | 8.75 | 8.00 | 0.75 | 0.00 | 8.75 |
| | 08/01 | 11:45 AM | 08/01 | 8:00 PM | 400000 | 30u | 7.75 | 7.75 | 0.00 | 0.00 | 7.75 |
| | 08/02 | 11:00 AM | 08/02 | 7:30 PM | 400000 | 30u | 8.00 | 8.00 | 0.00 | 0.00 | 8.00 |
| | 08/03 | 11:00 AM | 08/03 | 8:00 PM | 400000 | 30u | 8.50 | 8.00 | 0.50 | 0.00 | 8.50 |
| | 08/04 | 10:30 AM | 08/04 | 7:15 PM | 400000 | 30u | 8.25 | 8.00 | 0.25 | 0.00 | 8.25 |
| | | | | | | | 41.25 | 39.75 | 1.50 | 0.00 | 41.25 |
| | | | | | | **Period Totals** | **84.00** | **79.00** | **5.00** | **0.00** | **84.00** |
| **lara, Eduardo Number: 41 Code: 144** | | | | | | | | | | | |
| 1 | 07/24 | 12:30 PM | 07/24 | 7:45 PM | 400000 | 30u | 6.75 | 6.75 | 0.00 | 0.00 | 6.75 |
| | 07/25 | 12:15 PM | 07/25 | 8:45 PM | 400000 | 30u | 8.00 | 8.00 | 0.00 | 0.00 | 8.00 |
| | 07/26 | 12:15 PM | 07/26 | 9:00 PM | 400000 | 30u | 8.25 | 8.00 | 0.25 | 0.00 | 8.25 |
| | 07/28 | 11:00 AM | 07/28 | 8:00 PM | 400000 | 30u | 8.50 | 8.00 | 0.50 | 0.00 | 8.50 |
| | | | | | | | 31.50 | 30.75 | 0.75 | 0.00 | 31.50 |
| 2 | 07/31 | 1:30 PM | 07/31 | 9:15 PM | 400000 | 30u | 7.25 | 7.25 | 0.00 | 0.00 | 7.25 |
| | 08/01 | 11:30 AM | 08/01 | 7:45 PM | 400000 | 30u | 7.75 | 7.75 | 0.00 | 0.00 | 7.75 |
| | | | | | | | 15.00 | 15.00 | 0.00 | 0.00 | 15.00 |
| | | | | | | **Period Totals** | **46.50** | **45.75** | **0.75** | **0.00** | **46.50** |
| **Legorreta, Angel Number: 31 Code: 134** | | | | | | | | | | | |
| 1 | 07/24 | 4:15 AM | 07/24 | 12:30 PM | 400000 | 30u | 7.75 | 7.75 | 0.00 | 0.00 | 7.75 |
| | 07/25 | 4:00 AM | 07/25 | 12:45 PM | 400000 | 30u | 8.25 | 8.00 | 0.25 | 0.00 | 8.25 |
| | 07/26 | 4:00 AM | 07/26 | 12:30 PM | 400000 | 30u | 8.00 | 8.00 | 0.00 | 0.00 | 8.00 |
| | 07/27 | 4:00 AM | 07/27 | 12:30 PM | 400000 | 30u | 8.00 | 8.00 | 0.00 | 0.00 | 8.00 |
| | 07/28 | 4:00 AM | 07/28 | 12:30 PM | 400000 | 30u | 8.00 | 8.00 | 0.00 | 0.00 | 8.00 |
| | | | | | | | 40.00 | 39.75 | 0.25 | 0.00 | 40.00 |
| 2 | 07/31 | 4:30 AM | 07/31 | 12:30 PM | 400000 | 30u | 7.50 | 7.50 | 0.00 | 0.00 | 7.50 |
| | 08/01 | 4:00 AM | 08/01 | 11:00 AM | 400000 | 30u | 6.50 | 6.50 | 0.00 | 0.00 | 6.50 |
| | 08/02 | 4:00 AM | 08/02 | 12:30 PM | 400000 | 30u | 8.00 | 8.00 | 0.00 | 0.00 | 8.00 |
| | 08/03 | 4:00 AM | 08/03 | 12:30 PM | 400000 | 30u | 8.00 | 8.00 | 0.00 | 0.00 | 8.00 |
| | 08/04 | 4:00 AM | 08/04 | 3:30 PM | 400000 | 30u | 11.00 | 8.00 | 3.00 | 0.00 | 11.00 |
| | | | | | | | 41.00 | 38.00 | 3.00 | 0.00 | 41.00 |
| | | | | | | **Period Totals** | **81.00** | **77.75** | **3.25** | **0.00** | **81.00** |
| **Torres, Fidel Number: 32 Code: 135** | | | | | | | | | | | |
| 2 | 07/31 | 10:00 AM | 07/31 | 9:15 PM | 400000 | 30u | 10.75 | 8.00 | 2.75 | 0.00 | 10.75 |
| | 08/01 | 11:00 AM | 08/01 | 8:15 PM | 400000 | 30u | 8.75 | 8.00 | 0.75 | 0.00 | 8.75 |
| | 08/02 | 10:45 AM | 08/02 | 7:45 PM | 400000 | 30u | 8.50 | 8.00 | 0.50 | 0.00 | 8.50 |
| | 08/03 | 11:00 AM | 08/03 | 8:00 PM | 400000 | 30u | 8.50 | 8.00 | 0.50 | 0.00 | 8.50 |
| | 08/04 | 10:00 AM | 08/04 | 7:30 PM | 400000 | 30u | 9.00 | 8.00 | 1.00 | 0.00 | 9.00 |
| | | | | | | | 45.50 | 40.00 | 5.50 | 0.00 | 45.50 |
| | | | | | | **Period Totals** | **45.50** | **40.00** | **5.50** | **0.00** | **45.50** |

# Payroll Detail

## For the period of 07/24/2006 to 08/06/2006

| Week | Date In | Time In | Date Out | Time Out | Job Code | Break | Hours | Reg | Ovt1 | Ovt2 | Day Total |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **avila, Cesar Number: 24 Code: 126** | | | | | | | | | | | |
| 1 | 07/24 | 10:00 AM | 07/24 | 7:30 PM | 500000 | 30u | 9.00 | 8.00 | 1.00 | 0.00 | 9.00 |
| | 07/25 | 10:00 AM | 07/25 | 7:30 PM | 500000 | 30u | 9.00 | 8.00 | 1.00 | 0.00 | 9.00 |
| | 07/26 | 10:00 AM | 07/26 | 7:30 PM | 500000 | 30u | 9.00 | 8.00 | 1.00 | 0.00 | 9.00 |
| | 07/27 | 10:00 AM | 07/27 | 7:30 PM | 500000 | 30u | 9.00 | 8.00 | 1.00 | 0.00 | 9.00 |
| | 07/28 | 10:00 AM | 07/28 | 7:30 PM | 500000 | 30u | 9.00 | 8.00 | 1.00 | 0.00 | 9.00 |
| | | | | | | | 45.00 | 40.00 | 5.00 | 0.00 | 45.00 |
| 2 | 07/31 | 10:00 AM | 07/31 | 7:30 PM | 500000 | 30u | 9.00 | 8.00 | 1.00 | 0.00 | 9.00 |
| | 08/01 | 10:00 AM | 08/01 | 7:30 PM | 500000 | 30u | 9.00 | 8.00 | 1.00 | 0.00 | 9.00 |
| | 08/02 | 10:00 AM | 08/02 | 7:30 PM | 500000 | 30u | 9.00 | 8.00 | 1.00 | 0.00 | 9.00 |
| | 08/03 | 10:00 AM | 08/03 | 7:30 PM | 500000 | 30u | 9.00 | 8.00 | 1.00 | 0.00 | 9.00 |
| | 08/04 | 10:00 AM | 08/04 | 6:45 PM | 500000 | 30u | 8.25 | 8.00 | 0.25 | 0.00 | 8.25 |
| | | | | | | | 44.25 | 40.00 | 4.25 | 0.00 | 44.25 |
| | | | | | | **Period Totals** | **89.25** | **80.00** | **9.25** | **0.00** | **89.25** |
| **ickson, Kevin Number: 53 Code: 157** | | | | | | | | | | | |
| 1 | 07/24 | 7:15 AM | 07/24 | 12:30 PM | 500000 | | 5.25 | 5.25 | 0.00 | 0.00 | 5.25 |
| | 07/25 | 10:15 AM | 07/25 | 3:30 PM | 500000 | | 5.25 | 5.25 | 0.00 | 0.00 | 5.25 |
| | 07/26 | 9:00 AM | 07/26 | 4:45 PM | 500000 | 30u | 7.25 | 7.25 | 0.00 | 0.00 | 7.25 |
| | 07/27 | 7:30 AM | 07/27 | 4:45 PM | 500000 | 30u | 8.75 | 8.00 | 0.75 | 0.00 | 8.75 |
| | 07/28 | 9:15 AM | 07/28 | 12:45 PM | 500000 | | 3.50 | 3.50 | 0.00 | 0.00 | 3.50 |
| | | | | | | | 30.00 | 29.25 | 0.75 | 0.00 | 30.00 |
| 2 | 07/31 | 7:15 AM | 07/31 | 1:00 PM | 500000 | | 5.75 | 5.75 | 0.00 | 0.00 | 5.75 |
| | 08/01 | 7:15 AM | 08/01 | 2:30 PM | 500000 | 30u | 6.75 | 6.75 | 0.00 | 0.00 | 6.75 |
| | 08/02 | 8:45 AM | 08/02 | 3:30 PM | 500000 | 30u | 6.25 | 6.25 | 0.00 | 0.00 | 6.25 |
| | 08/03 | 7:15 AM | 08/03 | 4:30 PM | 500000 | 30u | 8.75 | 8.00 | 0.75 | 0.00 | 8.75 |
| | 08/04 | 9:15 AM | 08/04 | 4:15 PM | 500000 | 30u | 6.50 | 6.50 | 0.00 | 0.00 | 6.50 |
| | | | | | | | 34.00 | 33.25 | 0.75 | 0.00 | 34.00 |
| | | | | | | **Period Totals** | **64.00** | **62.50** | **1.50** | **0.00** | **64.00** |
| **Melgoza, Ruben Number: 19 Code: 121** | | | | | | | | | | | |
| 1 | 07/24 | 11:00 AM | 07/24 | 7:30 PM | 300000 | 30u | 8.00 | 8.00 | 0.00 | 0.00 | 8.00 |
| | 07/25 | 11:00 AM | 07/25 | 7:30 PM | 300000 | 30u | 8.00 | 8.00 | 0.00 | 0.00 | 8.00 |
| | 07/26 | 11:00 AM | 07/26 | 7:30 PM | 300000 | 30u | 8.00 | 8.00 | 0.00 | 0.00 | 8.00 |
| | 07/27 | 11:00 AM | 07/27 | 7:30 PM | 300000 | 30u | 8.00 | 8.00 | 0.00 | 0.00 | 8.00 |
| | 07/28 | 11:00 AM | 07/28 | 7:30 PM | 300000 | 30u | 8.00 | 8.00 | 0.00 | 0.00 | 8.00 |
| | | | | | | | 40.00 | 40.00 | 0.00 | 0.00 | 40.00 |
| 2 | 07/31 | 11:00 AM | 07/31 | 7:30 PM | 300000 | 30u | 8.00 | 8.00 | 0.00 | 0.00 | 8.00 |
| | 08/01 | 11:00 AM | 08/01 | 7:30 PM | 300000 | 30u | 8.00 | 8.00 | 0.00 | 0.00 | 8.00 |
| | 08/02 | 11:00 AM | 08/02 | 7:30 PM | 300000 | 30u | 8.00 | 8.00 | 0.00 | 0.00 | 8.00 |
| | 08/03 | 11:00 AM | 08/03 | 7:30 PM | 300000 | 30u | 8.00 | 8.00 | 0.00 | 0.00 | 8.00 |
| | 08/04 | 11:00 AM | 08/04 | 7:30 PM | 300000 | 30u | 8.00 | 8.00 | 0.00 | 0.00 | 8.00 |
| | | | | | | | 40.00 | 40.00 | 0.00 | 0.00 | 40.00 |
| | | | | | | **Period Totals** | **80.00** | **80.00** | **0.00** | **0.00** | **80.00** |

# Payroll Detail

## For the period of 07/24/2006 to 08/06/2006

| Week | Date In | Time In | Date Out | Time Out | Job Code | Break | Hours | Reg | Ovt1 | Ovt2 | Day Total |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **utz, Carol Number: 12 Code: 114** | | | | | | | | | | | |
| 1 | 07/24 | 8:00 AM | 07/24 | 11:50 AM | 600000 | 60u | 3.83 | 3.83 | 0.00 | 0.00 | |
| | 07/24 | 12:50 PM | 07/24 | 5:00 PM | 600000 | | 4.17 | 4.17 | 0.00 | 0.00 | 8.00 |
| | 07/25 | 8:00 AM | 07/25 | 11:50 AM | 600000 | 60u | 3.83 | 3.83 | 0.00 | 0.00 | |
| | 07/25 | 12:50 PM | 07/25 | 5:00 PM | 600000 | | 4.17 | 4.17 | 0.00 | 0.00 | 8.00 |
| | 07/26 | 8:45 AM | 07/26 | 5:45 PM | 600000 | 60u | 8.00 | 8.00 | 0.00 | 0.00 | 8.00 |
| | 07/27 | 8:00 AM | 07/27 | 11:57 AM | 600000 | 60u | 3.95 | 3.95 | 0.00 | 0.00 | |
| | 07/27 | 12:57 PM | 07/27 | 5:00 PM | 600000 | | 4.05 | 4.05 | 0.00 | 0.00 | 8.00 |
| | | | | | | | 32.00 | 32.00 | 0.00 | 0.00 | 32.00 |
| 2 | 07/31 | 8:00 AM | 07/31 | 11:57 AM | 600000 | 60u | 3.95 | 3.95 | 0.00 | 0.00 | |
| | 07/31 | 12:57 PM | 07/31 | 5:00 PM | 600000 | | 4.05 | 4.05 | 0.00 | 0.00 | 8.00 |
| | 08/01 | 8:00 AM | 08/01 | 12:18 PM | 600000 | 60u | 4.30 | 4.30 | 0.00 | 0.00 | |
| | 08/01 | 1:18 PM | 08/01 | 5:00 PM | 600000 | | 3.70 | 3.70 | 0.00 | 0.00 | 8.00 |
| | 08/02 | 6:45 AM | 08/02 | 9:15 AM | 600000 | | 2.50 | 2.50 | 0.00 | 0.00 | |
| | 08/02 | 11:00 AM | 08/02 | 12:00 PM | 600000 | 30u | 1.00 | 1.00 | 0.00 | 0.00 | |
| | 08/02 | 12:30 PM | 08/02 | 5:00 PM | 600000 | | 4.50 | 4.50 | 0.00 | 0.00 | 8.00 |
| | 08/03 | 8:00 AM | 08/03 | 11:58 AM | 600000 | 60u | 3.97 | 3.97 | 0.00 | 0.00 | |
| | 08/03 | 12:58 PM | 08/03 | 5:00 PM | 600000 | | 4.03 | 4.03 | 0.00 | 0.00 | 8.00 |
| | 08/04 | 8:00 AM | 08/04 | 11:54 AM | 600000 | 60u | 3.90 | 3.90 | 0.00 | 0.00 | |
| | 08/04 | 12:54 PM | 08/04 | 5:00 PM | 600000 | | 4.10 | 4.10 | 0.00 | 0.00 | 8.00 |
| | | | | | | | 40.00 | 40.00 | 0.00 | 0.00 | 40.00 |
| | | | | | | **Period Totals** | **72.00** | **72.00** | **0.00** | **0.00** | **72.00** |
| **antos, Yolanda Number: 18 Code: 120** | | | | | | | | | | | |
| 1 | 07/24 | 8:00 AM | 07/24 | 1:22 PM | 600000 | 60u | 5.37 | 5.37 | 0.00 | 0.00 | |
| | 07/24 | 2:22 PM | 07/24 | 5:00 PM | 600000 | | 2.63 | 2.63 | 0.00 | 0.00 | 8.00 |
| | 07/25 | 8:00 AM | 07/25 | 12:57 PM | 600000 | 60u | 4.95 | 4.95 | 0.00 | 0.00 | |
| | 07/25 | 1:57 PM | 07/25 | 5:30 PM | 600000 | | 3.55 | 3.05 | 0.50 | 0.00 | 8.50 |
| | 07/26 | 8:00 AM | 07/26 | 11:48 AM | 600000 | 60u | 3.80 | 3.80 | 0.00 | 0.00 | |
| | 07/26 | 12:48 PM | 07/26 | 5:00 PM | 600000 | | 4.20 | 4.20 | 0.00 | 0.00 | 8.00 |
| | 07/27 | 8:00 AM | 07/27 | 9:15 AM | 600000 | | 1.25 | 1.25 | 0.00 | 0.00 | |
| | 07/27 | 11:00 AM | 07/27 | 6:00 PM | 600000 | 60u | 6.00 | 6.00 | 0.00 | 0.00 | 7.25 |
| | 07/28 | 8:00 AM | 07/28 | 12:25 PM | 600000 | 60u | 4.42 | 4.42 | 0.00 | 0.00 | |
| | 07/28 | 1:25 PM | 07/28 | 5:15 PM | 600000 | | 3.83 | 3.58 | 0.25 | 0.00 | 8.25 |
| | | | | | | | 40.00 | 39.25 | 0.75 | 0.00 | 40.00 |
| 2 | 07/31 | 8:00 AM | 07/31 | 11:58 AM | 600000 | 60u | 3.97 | 3.97 | 0.00 | 0.00 | |
| | 07/31 | 12:58 PM | 07/31 | 5:00 PM | 600000 | | 4.03 | 4.03 | 0.00 | 0.00 | 8.00 |
| | 08/01 | 8:00 AM | 08/01 | 12:05 PM | 600000 | 60u | 4.08 | 4.08 | 0.00 | 0.00 | |
| | 08/01 | 1:05 PM | 08/01 | 4:45 PM | 600000 | | 3.67 | 3.67 | 0.00 | 0.00 | 7.75 |
| | 08/02 | 8:00 AM | 08/02 | 12:21 PM | 600000 | 60u | 4.35 | 4.35 | 0.00 | 0.00 | |
| | 08/02 | 1:21 PM | 08/02 | 5:00 PM | 600000 | | 3.65 | 3.65 | 0.00 | 0.00 | 8.00 |
| | 08/03 | 8:00 AM | 08/03 | 12:09 PM | 600000 | 60u | 4.15 | 4.15 | 0.00 | 0.00 | |
| | 08/03 | 1:09 PM | 08/03 | 5:00 PM | 600000 | | 3.85 | 3.85 | 0.00 | 0.00 | 8.00 |
| | 08/04 | 8:00 AM | 08/04 | 12:13 PM | 600000 | 60u | 4.22 | 4.22 | 0.00 | 0.00 | |
| | 08/04 | 1:13 PM | 08/04 | 5:00 PM | 600000 | | 3.78 | 3.78 | 0.00 | 0.00 | 8.00 |
| | | | | | | | 39.75 | 39.75 | 0.00 | 0.00 | 39.75 |
| | | | | | | **Period Totals** | **79.75** | **79.00** | **0.75** | **0.00** | **79.75** |

# EMPLOYEE TIME SHEET

NAME: BRAD NASTIE

EMPL #:

**MONDAY** DATE: 7-24-06

| CITY NAME | TRUCK # | | PROD HRS | DOWN HRS | SHOP HRS | FLAT HRS | RAIN HRS | TRN HRS | DEBRIS LOADS | DEBRIS SITE | WATER LOADS | 10.25 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| LA-11 | 176 | | 9 3/4 | | 1/2 | | | | 1 3/4 | BEL-AIR | 4 | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |

**TUESDAY** DATE: 7-25-06

| CITY NAME | TRUCK # | | PROD HRS | DOWN HRS | SHOP HRS | FLAT HRS | RAIN HRS | TRN HRS | DEBRIS LOADS | DEBRIS SITE | WATER LOADS | 9.75 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| LA-11 | 176 | | 8 3/4 | | 1 | | | | 1 | BEL-AIR | 3 | R-BROOMS 5035 |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |

**WEDNESDAY** DATE: 7-26-06

| CITY NAME | TRUCK # | | PROD HRS | DOWN HRS | SHOP HRS | FLAT HRS | RAIN HRS | TRN HRS | DEBRIS LOADS | DEBRIS SITE | WATER LOADS | 10.00 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| LA-11 | 176 | | [redacted] | 3 | 1/2 | | | | 1 | BEL-AIR | 3 | HYD LINE BROKE |
| | | | 6 1/2 | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |

# EMPLOYEE TIME SHEET

NAME: BRAD HASTIE

EMPL #:

**MONDAY** DATE: 7-31-06

| CITY NAME | TRUCK # | | PROD HRS | DOWN HRS | SHOP HRS | FLAT HRS | RAIN HRS | TRN HRS | DEBRIS LOADS | DEBRIS SITE | WATER LOADS | 10.00 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| LA-11 | 176 | | 9½ | | ½ | | | | 1½ | BEL-ART | 4 | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |

**TUESDAY** DATE: 8-1-06

| CITY NAME | TRUCK # | | PROD HRS | DOWN HRS | SHOP HRS | FLAT HRS | RAIN HRS | TRN HRS | DEBRIS LOADS | DEBRIS SITE | WATER LOADS | 9.00 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| LA-11 | 176 | | 8½ | | ½ | | | | 1 | BEL-ART | 3 | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |

**WEDNESDAY** DATE: 8-2-06

| CITY NAME | TRUCK # | | PROD HRS | DOWN HRS | SHOP HRS | FLAT HRS | RAIN HRS | TRN HRS | DEBRIS LOADS | DEBRIS SITE | WATER LOADS | 9.00 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| LA-11 | 176 | | | 8½ | ½ | | | | 1 | BEL-ART | 3 | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |

# EMPLOYEE COMPUTER GENERATED PAYROLL STUB

R.F. DICKSON CO., INC.

011464

EMPLOYEE : Bradley J. Hastie
SOC SEC # [redacted]
REG RATE : 12.350

PER ENDED: 08/06/06
CHK DATE : 08/11/06
CHK# : 11464
NET PAY : 793.79

CHK AMT : 793.79

| HOURS | RATE | AMOUNT |
|---|---|---|
| 13.50 | 18.525 | 250.06 |
| 80.00 | 12.350 | 988.01 |

| | HOURS |
|---|---|
| REGULAR | 80.00 |
| 1.5 OT | 13.50 |
| 2.0 OT | 0.00 |
| TOTAL | 93.50 |

| | PAY |
|---|---|
| WAGES | 1238.07 |
| HOLIDAY | |
| VACATION | |

| | CURRENT | YTD |
|---|---|---|
| GROSS PAY | 1238.07 | 17909.63 |
| FIT | 68.83 | 872.53 |
| FICA | 73.26 | 1030.85 |
| SIT | 11.79 | 151.87 |
| OTH STAX | 7.66 | 107.80 |
| | | - |
| MEDICAL | 256.28 | 4047.54 |
| DENTAL | 14.33 | 229.28 |
| VISION | 9.86 | 157.76 |
| LIFE | 2.27 | 36.32 |
| NET PAY | 793.79 | 11275.68 |

XWELL SYSTEMS FORMS DIVISION (866) 203-7300 AC-300LL CA185814

Client#: 9256 RFDIC

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/17/06

PRODUCER
John Burnham SD 1612
750 B Street, Suite 2400
San Diego, CA 92101-2476
800 421-6744

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

| INSURERS AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Zurich American Insurance Company | 16535 |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |

INSURED
R. F. Dickson Company, Inc.
12524 Clark Ave
Downey, CA 90242

COVERAGES

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

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| | | GENERAL LIABILITY | | | | EACH OCCURRENCE | $ |
| | | COMMERCIAL GENERAL LIABILITY | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | CLAIMS MADE / OCCUR | | | | MED EXP (Any one person) | $ |
| | | | | | | PERSONAL & ADV INJURY | $ |
| | | | | | | GENERAL AGGREGATE | $ |
| | | GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC | | | | PRODUCTS - COMP/OP AGG | $ |
| A | | AUTOMOBILE LIABILITY | BAP373643201 | 10/01/05 | 10/01/06 | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| | | X ANY AUTO | | | | | |
| | | ALL OWNED AUTOS | | | | BODILY INJURY (Per person) | $ |
| | | SCHEDULED AUTOS | | | | | |
| | | X HIRED AUTOS | | | | BODILY INJURY (Per accident) | $ |
| | | X NON-OWNED AUTOS | | | | | |
| | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT | $ |
| | | ANY AUTO | | | | OTHER THAN AUTO ONLY: EA ACC | $ |
| | | | | | | AGG | $ |
| | | EXCESS/UMBRELLA LIABILITY | | | | EACH OCCURRENCE | $ |
| | | OCCUR / CLAIMS MADE | | | | AGGREGATE | $ |
| | | | | | | | $ |
| | | DEDUCTIBLE | | | | | $ |
| | | RETENTION $ | | | | | $ |
| A | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | WC373643101 | 10/01/05 | 10/01/06 | X WC STATUTORY LIMITS / OTHER | |
| | | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | | | | E.L. EACH ACCIDENT | $1,000,000 |
| | | If yes, describe under SPECIAL PROVISIONS below | | | | E.L. DISEASE - EA EMPLOYEE | $1,000,000 |
| | | | | | | E.L. DISEASE - POLICY LIMIT | $1,000,000 |
| | | OTHER | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Subject to policy limits, conditions and exclusions.
RE: Street Sweeping Services (2006-PA010) City Terrace.
The County of Los Angeles, its Special Districts, officials, officers and employees are Named Addl Insds (AL) as respects captioned operations of the Named Insd. Coverage is Primary and Non-Contributory.

CERTIFICATE HOLDER

County of Los Angeles
Administration Services Division
PO Box 1460
Alhambra, CA 91802-1460

CANCELLATION Ten Day Notice for Non-Payment of Premium

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
John C. Stott


© ACORD CORPORATION 1988

# IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

POLICY NUMBER: BAP373643201

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

| | |
|---|---|
| Endorsement Effective: 10/01/05 | Countersigned By: John C. Stark |
| Named Insured: R.F. Dickson Company, Inc. | (Authorized Representative) |

**SCHEDULE**

| |
|---|
| **Name of Person(s) or Organization(s):** |
| **As required by contract or agreement** |
| If required by contract, this coverage shall be primary and any insurance maintained by the additional insured will apply on an excess basis; however, in no event will this additional insured coverage extend beyond the terms and conditions of the written contract. |

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.


Copyright, Insurance Services Office, Inc., 1998

Client#: 9256 RFDIC

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/17/06

PRODUCER
John Burnham SD 1612
750 B Street, Suite 2400
San Diego, CA 92101-2476
800 421-6744

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
R. F. Dickson Co., Inc.
12524 Clark Ave
Downey, CA 90242

| INSURERS AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Lexington Insurance Co. | 19437 |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |

## COVERAGES

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

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| A | | GENERAL LIABILITY | 6501341 | 12/01/05 | 12/01/06 | EACH OCCURRENCE | $1,000,000 |
| | | X COMMERCIAL GENERAL LIABILITY | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $300,000 |
| | | CLAIMS MADE X OCCUR | | | | MED EXP (Any one person) | $EXCLUDED |
| | | | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | | | | | | GENERAL AGGREGATE | $2,000,000 |
| | | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | PRODUCTS - COMP/OP AGG | $2,000,000 |
| | | X POLICY PRO-JECT LOC | | | | | |
| | | AUTOMOBILE LIABILITY | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | ANY AUTO | | | | | |
| | | ALL OWNED AUTOS | | | | BODILY INJURY (Per person) | $ |
| | | SCHEDULED AUTOS | | | | | |
| | | HIRED AUTOS | | | | BODILY INJURY (Per accident) | $ |
| | | NON-OWNED AUTOS | | | | | |
| | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT | $ |
| | | ANY AUTO | | | | OTHER THAN AUTO ONLY: EA ACC | $ |
| | | | | | | AGG | $ |
| | | EXCESS/UMBRELLA LIABILITY | | | | EACH OCCURRENCE | $ |
| | | OCCUR CLAIMS MADE | | | | AGGREGATE | $ |
| | | | | | | | $ |
| | | DEDUCTIBLE | | | | | $ |
| | | RETENTION $ | | | | | $ |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | WC STATU-TORY LIMITS / OTH-ER | |
| | | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | | | | E.L. EACH ACCIDENT | $ |
| | | If yes, describe under SPECIAL PROVISIONS below | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| | | OTHER | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**Certificate is subject to policy limits, conditions and exclusions.**
**RE: Street Sweeping Services (2006-PA010) City Terrace.**
**The County of Los Angeles, its Special Districts, officials, officers and employees are Named Addl Insds (GL) as respects captioned operations of the Named Insd. Coverage is Primary and Non-Contributory.**

CERTIFICATE HOLDER

County of Los Angeles
Administration Services Division
PO Box 1460
Alhambra, CA 91802-1460

CANCELLATION Ten Day Notice for Non-Payment of Premium

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
John C. Stott


© ACORD CORPORATION 1988

# IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| **Name of Person or Organization:** |
| --- |
| BLANKET –"AS REQUIRED BY WRITTEN CONTRACT" |

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

**(1)** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

**(2)** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.


© ISO Properties, Inc., 2000

## ENDORSEMENT

**This endorsement, effective 12:01**

**Forms a part of policy no.:** 6501341

**Issued to:** R.F. Dickson Company, Inc.

**By:** LEXINGTON INSURANCE COMPANY

### PRIMARY WORDING/NON-CONTRIBUTORY

This endorsement modifies insurance under the following:

BLANKET- "as required by written contract"

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is further agreed that such insurance as is afforded by the policy for the benefit of the Additional Insureds shall be primary insurance, but only as respects any Claims, Loss or liability arising of the Named insureds operations and any insurance maintained by the Additional Insured shall be non-contributing.

All other terms remain unchanged.

**Authorized Representative OR**
**Countersignature (In states where applicable)**

FORM PW-1

# VERIFICATION OF PROPOSAL

| DATE: AUGUST 31, 2006 | THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS: |
|---|---|

1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.

2. NAME OF SERVICE: **CONTRACT STREET SWEEPING**

**DECLARANT INFORMATION**

3. NAME OF DECLARANT: **SCOTT B. DICKSON**

4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER(S). **YES**

5. MY TITLE, CAPACITY, OR RELATIONSHIP TO THE PROPOSER(S) IS: **VICE - PRESIDENT**

**PROPOSER INFORMATION**

| | | | |
|---|---|---|---|
| 6. Proposer's full legal name: | R.F. DICKSON CO., INC | | Telephone No.: 562-923-5441 |
| Address: | 12524 CLARK AVE DOWNEY, CA. | | Fax No.: 562-869-5943 |
| e-mail: steve@dickson-ca.com | County WebVen No.: 10302901 | IRS No.: 95-2114148 | Business License No.: |

7. Proposer's fictitious business name(s) or dba(s) (if any): **DBA: CALIFORNIA CLEAN FUELS**

| | | |
|---|---|---|
| County(s) of Registration: LOS ANGELES | State: CALIFORNIA | Year(s) became DBA: 4 |

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

| | | |
|---|---|---|
| ☐ Sole proprietor | Name of Proprietor: | |
| ☒ A corporation: | Corporation's principal place of business: 12524 CLARK AVE. DOWNEY, CA. 90242 | |
| | State of incorporation: CALIFORNIA | Year incorporated: 1960 |
| ☐ Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts | President/CEO: | |
| | Secretary: | |
| ☐ A general partnership: | Names of partners: | |
| ☐ A limited partnership: | Name of general partner: | |
| ☐ A joint venture of: | Names of joint venturers: | |
| ☐ A limited liability company: | Name of managing member: | |

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

| | | | |
|---|---|---|---|
| Name(s) STEVEN L. DICKSON | Title PRESIDENT | Phone 562-923-5441 | Fax 562-869-5943 |
| Street 12524 CLARK AVE. | City DOWNEY | State CA | Zip 90242 |
| Name(s) SCOTT B. DICKSON | Title VICE- PRESIDENT | Phone 562-923-5441 | Fax 562-869-5943 |
| Street 12524 CLARK AVE. | City DOWNEY | State CA | Zip 90242 |

10. Is your firm wholly or majority owned by, or a subsidiary of another firm? ☒ No ☐ Yes
If yes, name of parent firm: _____
State of incorporation/registration of parent firm: _____

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

12. Is your firm involved in any pending acquisition or merger? ☒ No ☐ Yes
If yes, indicate the associated company's name: _____

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

14. CHECK ONE: ☒ (a) I am making these representations on my personal knowledge; OR
☐ (b) I am making these representations based on information and belief that they are true.

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

Signature of Proposer or Authorized Agent: Scott B Dickson | Date: AUGUST 31, 2006

Type name and title: SCOTT B. DICKSON VICE -PRESIDENT

FORM PW-2.1

# SCHEDULE OF PRICES

## CITY TERRACE STREET SWEEPING

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. The Total Annual Proposed Price shall be applicable to the two, 1-year option years.

| ITEM | DESCRIPTION | UNIT | ANNUAL QUANTITY | UNIT PRICE | ANNUAL PRICE |
|---|---|---|---|---|---|
| 1. | Sweeping of curbed streets[1] | Curb Miles (CM)[2] | 4,888 | $ **20.89** | $ **102,110.32** |
| 2. | Sweeping of paved alleys | Paved Alley Miles (PM)[3] | 296.4 | $ **20.89** | $ **6191.80** |
| | | | | Total Annual Proposed Price = | $ **108,302.12** |

**WRITE OUT TOTAL ANNUAL PROPOSED PRICE:**
**ONE HUNDRED EIGHT THOUSAND THREE HUNDRED TWO DOLLARS AND TWELVE CENTS**

| | | |
|---|---|---|
| LEGAL NAME OF PROPOSER<br>**R.F. DICKSON CO. ,INC** | | |
| SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL<br>Scott B Dickson | | |
| TITLE OF AUTHORIZED PERSON<br>**VICE-PRESIDENT** | | |
| DATE<br>**AUGUST 31, 2006** | STATE CONTRACTOR'S LICENSE NUMBER | LICENSE TYPE |
| PROPOSER'S ADDRESS:<br>**12524 CLARK AVE. DOWNEY, CA 90242** | | |
| PHONE<br>**562-923-5441** | FACSIMILE<br>**562-869-5943** | E-MAIL<br>**scott@dickson-ca.com** |

[1]Sweeping curbed streets and alleys includes sweeping of curbed and painted medians, furnishing of water, and proper disposal of all debris resulting from sweeping operations.
[2]A Curb Mile (CM) shall equal a swept path not less than five feet wide for a total length of 5,280 feet. (See Exhibit A, paragraph C, Services to be Performed)
[3]A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet. (See Exhibit A, paragraph C, Services to be Performed)

FORM PW-3

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

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

| | | |
|---|---|---|
| Company Name: **R.F.DICKSON CO. INC.** | | |
| Company Address: **12524 CLARK AVE.** | | |
| City: **DOWNEY** | State: **CA** | Zip Code: **90242** |
| Telephone Number: **(562) 923-5441** | | |
| (Type of Goods or Services): **CONTRACT STREET SWEEPING** | | |

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

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

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

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

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

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

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

**Part II: Certification of Compliance**

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

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

| | |
|---|---|
| Print Name: **STEVEN L. DICKSON** | Title: **PRESIDENT** |
| Signature: Steven L. Dickson | Date: **AUGUST 31, 2006** |

FORM PW-4

# CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: LOS ANGELES COUNTY CITY TERRACE
SERVICE BY PROPOSER R. F. DICKSON CO.,INC.
PROPOSAL DATE: AUGUST 31, 2006

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

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

| | 2001 | 2002 | 2003 | 2004 | 2005 | Total | Current Year to Date |
|---|---|---|---|---|---|---|---|
| 1. Number of contracts. | 39 | 38 | 44 | 43 | 44 | 208 | 44 |
| 2. Total dollar amount of Contracts (in thousands of dollars). | $3M+ | $3M+ | $3M+ | $3M+ | $3M+ | $15M+ | $2M+ |
| 3. Number of fatalities. | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4. Number of lost workday cases. | 1 | 2 | 2 | 1 | 0 | 6 | 0 |
| 5. Number of lost workday cases involving permanent transfer to another job or termination of employment. | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 6. Number of lost workdays. | 3 | 2 | 32 | 0 | 0 | 0 | 37 |

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

STEVEN L. DICKSON
Name of Proposer or Authorized Agent (print)

Signature

AUGUST 31, 2006
Date

FORM PW-5

# CONFLICT OF INTEREST CERTIFICATION

I, **STEVEN L. DICKSON**

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

of **R.F. DICKSON CO., INC.**

Name of proposer

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

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

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;

2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;

3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:

   (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or

   (b) Participated in any way in developing the contract of its service specifications; and

4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

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

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

Signed _____ Date **AUGUST 31, 2006**

FORM PW-6

# PROPOSER'S REFERENCE LIST

PROPOSED CONTRACT FOR: R. F. DICKSON CO.,INC.

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

## A. COUNTY OF LOS ANGELES AGENCIES

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

| | |
|---|---|
| SERVICE: Street Sweeping | DATES: 7/1/03- 06 |
| DEPT/ DISTRICT: Azuza, Covina, Claremont | |
| CONTACT: David Oboza | |
| TELEPHONE: 626-337-1277 | |
| FAX: 626-962-3982 | |

| | |
|---|---|
| SERVICE: Street Sweeping | DATES: 7/1/03 - 06 |
| DEPT/DISTRICT: San Pedro | |
| CONTACT: Jeffery Donaldson | |
| TELEPHONE: 310-326-3881 | |
| FAX: 310-649-0402 | |

| | |
|---|---|
| SERVICE: Street Sweeping | DATES: 7/1/03 - 06 |
| DEPT/ DISTRICT: Valinda, Hacienda Heights | |
| CONTACT: David Oboza | |
| TELEPHONE: 626-337-1277 | |
| FAX: 626-962-3982 | |

| | |
|---|---|
| SERVICE: Street Sweeping | DATES: 12/1/03 - 06 |
| DEPT/DISTRICT: City Terrace Area | |
| CONTACT: Ricardo Gordillo | |
| TELEPHONE: 562-869-1176 | |
| FAX: 562-862-3718 | |

## B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

| | |
|---|---|
| SERVICE: Street Sweeping | DATES: 1965 / Present |
| AGENCY/ FIRM: City of La Mirada | |
| ADDRESS: 13700 La Mirada ,CA 90638 | |
| CONTACT: Steve Forster | |
| TELEPHONE: 562-866-9771 | |
| FAX: 714-522-5800 | |

| | |
|---|---|
| SERVICE: Street Sweeping | DATES: 1988 / Present |
| AGENCY/ FIRM: City of Laguna Niguel | |
| ADDRESS: 27781 La Paz Road Laguna Niguel | |
| CONTACT: Ken Montgomery | |
| TELEPHONE: 949-362-4375 | |
| FAX: 949-795-5246 | |

| | |
|---|---|
| SERVICE: Street Sweeping | DATES: 1968 / Present |
| AGENCY/ FIRM: City of Cerritos | |
| ADDRESS: 18125 Bloomfield Ave. Cerritos | |
| CONTACT: Mike O'Grady | |
| TELEPHONE: 562-916-1226 | |
| FAX: 562-916-1221 | |

| | |
|---|---|
| SERVICE: Street Sweeping | DATES: 1965 / Present |
| AGENCY/ FIRM: City of Lakewood | |
| ADDRESS: 5050 N. Clark Ave. Lwkd. Ca | |
| CONTACT: Lisa Rapp | |
| TELEPHONE: 562-866-9771 EXT 2508 | |
| FAX: 562-866-0505 | |

FORM PW-7

# PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

| | |
|---|---|
| Proposer's Name | R. F. DICKSON CO., INC. |
| Address | 12524 CLARK AVE. DOWNEY, CA 90242 |
| Internal Revenue Service Employer Identification Number | 95-2114148 |

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

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

| | |
|---|---|
| Proposer | R. F. DICKSON CO.,INC. |
| Authorized representative | SCOTT B. DICKSON VICE - PRESIDENT |
| Signature Scott B Dickson | Date AUGUST 31, 2006 |

# LIST OF SUBCONTRACTORS

The proposer is required to fill in the following blanks.

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

| Name under which Subcontractor is licensed | License Number | Address | Specific Description of Subcontract work |
|---|---|---|---|
| **NO SUBCONTRACTORS WILL BE USED** | | | |
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FORM PW-9

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

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

| | |
|---|---|
| FIRM NAME: | **R.F. DICKSON CO. ,INC.** |
| My County (WebVen) Vendor Number: | **10302901** |

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

| | |
|---|---|
| ☐ I AM NOT<br>☒ I AM | A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission. |
| ☐ | As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference. |

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

| | | | | | |
|---|---|---|---|---|---|
| **Business Structure:** | ☐ Sole | ☐ Partnership | ☒ Corporation | ☐ Nonprofit | ☐ Franchise |
| ☐ Other (Please Specify): | | | | | |
| **Total Number of Employees** (including owners): **33** | | | | | |

**Race/Ethnic Composition of Firm.** Please distribute the above total number of individuals into the following categories:

| Race/Ethnic Composition | Owners/Partners/ Associate Partners | | Managers | | Staff | |
|---|---|---|---|---|---|---|
| | Male | Female | Male | Female | Male | Female |
| Black/African American | | | 0 | | | |
| Hispanic/Latino | | | 20 | | | 1 |
| Asian or Pacific Islander | | | | | | |
| American Indian | | | | | | |
| Filipino | | | | | | |
| White | | | 11 | | | 1 |

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

| | Black/African American | Hispanic/ Latino | Asian or Pacific Islander | American Indian | Filipino | White |
|---|---|---|---|---|---|---|
| Men | % | % | % | % | % | 100 % |
| Women | % | % | % | % | % | % |

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

| Agency Name | Minority | Women | Disadvantaged | Disabled Veteran | Expiration Date |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |

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

| Authorized Signature: | Title: | Date: |
|---|---|---|
| Scott D Dickson | VICE - PRESIDENT | AUGUST 31,2006 |

FORM PW-10

# GAIN/GROW EMPLOYMENT COMMITMENT

The undersigned:

☒ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and/or General Relief Opportunity for Work (GROW) employment programs.

OR

☐ declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN/GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

| | |
|---|---|
| Signature | Title<br>**PRESIDENT** |
| Firm Name<br>**R.F. DICKSON CO., INC.** | Date<br>**AUGUST 31, 2006** |

FORM PW-11

# TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW

***A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document***

| Proposer Name: **R. F. DICKSON CO., INC.** | Date of Request: |
|---|---|
| Project Title: | Project No. |

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

Application of **Minimum Requirements**

Application of **Evaluation Criteria**

Application of **Business Requirements**

Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

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

_____

_____

_____

Request submitted by:

_____ _____

*(Name)* *(Title)*

**For County use only**

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

Reviewed by:

Results of Review - Comments:

_____

_____

_____

Date Response sent to Proposer: _____

FORM PW-12

# CHARITABLE CONTRIBUTIONS CERTIFICATION

**R.F. DICKSON CO., INC.**

Company Name

**12524 CLARK AVE. DOWNEY, CA. 90242**

Address

**95-2114148**

Internal Revenue Service Employer Identification Number

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

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

| CERTIFICATION | YES | NO |
|---|---|---|
| Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision or Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed. | ( ) | ( X) |
| **OR** | | |
| Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586. | ( ) | ( ) |

Signature

**AUGUST 31, 2006**

Date

**STEVEN L. DICKSON PRESIDENT**

Name and Title (please type or print)

FORM PW-13

# EQUIPMENT LIST

THIS PAGE IS TO BE COMPLETED BY PROPOSER AND SUBMITTED TO THE COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

PROPOSER'S NAME R. F. DICKSON CO. , INC.

ADDRESS 12524 CLARK AVE. DOWNEY, CA

TELEPHONE (562) 923-5441

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

One item per line; do not submit an equipment list in your own format.
Form may be reproduced in order to list all equipment

| TYPE OF EQUIPMENT | MAKE AND EQUIPMENT YOU ARE OFFERING | MODEL | YEAR | SERIAL NUMBER | COMPLIES WITH ALL AIR QUALITY MANAGEMENT DISTRICT REGULATIONS |
|---|---|---|---|---|---|
| SWEEPER | TYMCO | 600 | 2006 | 1HTMPAFN4 46H231731 | AQMD COMPLIANT |
| SWEEPER | TYMCO | 600 | 2006 | 1HTMPAFN4 26H231730 | AQMD COMPLIANT |
| SWEEPER | TYMCO | 600 | 2004 | 1FVAB6BV64 DN04422 | AQMD COMPLIANT |
| SWEEPER | TYMCO | 600 | 2002 | 1FVABTB273 HK57102 | AQMD COMPLIANT |
| SWEEPER | TYMCO | 600 | 2002 | 1FVABTB253 HK57101 | AQMD COMPLIANT |
| SWEEPER | TYMCO | 600 | 2002 | 1FVABTB2X3 HK44473 | AQMD COMPLIANT |
| SWEEPER | TYMCO | 600 | 2002 | 1FVABTB283 HK11231 | AQMD COMPLIANT |
| SWEEPER | TYMCO | 600 | 2002 | 1FVABTB263 HK11230 | AQMD COMPLIANT |
| SWEEPER | TYMCO | 600 | 2002 | 1FVABTB2X3 HK11229 | AQMD COMPLIANT |
| SWEEPER | TYMCO | 600 | 2002 | 1FVABTB2X2 HK11228 | AQMD COMPLIANT |
| SWEEPER | TYMCO | 600 | 2002 | 1FVABTB2X2 HK11227 | AQMD COMPLIANT |

REMARKS: _____

FORM PW-13

# EQUIPMENT LIST

THIS PAGE IS TO BE COMPLETED BY PROPOSER AND SUBMITTED TO THE COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

PROPOSER'S NAME R. F. DICKSON CO. , INC.

ADDRESS 12524 CLARK AVE. DOWNEY, CA

TELEPHONE (562) 923-5441

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

One item per line; do not submit an equipment list in your own format.
Form may be reproduced in order to list all equipment

| TYPE OF EQUIPMENT | MAKE AND EQUIPMENT YOU ARE OFFERING | MODEL | YEAR | SERIAL NUMBER | COMPLIES WITH ALL AIR QUALITY MANAGEMENT DISTRICT REGULATIONS |
|---|---|---|---|---|---|
| SWEEPER | TYMCO | 600 | 2002 | 1FVABTB262 HK11226 | AQMD COMPLIANT |
| SWEEPER | TYMCO | 600 | 2002 | 1FVABTB242 HK11225 | AQMD COMPLIANT |
| SWEEPER | TYMCO | 600 | 2002 | 1FVABTB222 HK11224 | AQMD COMPLIANT |
| SWEEPER | TYMCO | 600 | 2002 | 1FVABTB202 HK11223 | AQMD COMPLIANT |
| SWEEPER | TYMCO | 600 | 1999 | 1FV6HFAA0X HA34987 | AQMD COMPLIANT |
| SWEEPER | TYMCO | 600 | 1999 | 1FV6HFAA8X HA34977 | AQMD COMPLIANT |
| SWEEPER | TYMCO | 600 | 1999 | 1FV6HFAA6X HA34976 | AQMD COMPLIANT |
| SWEEPER | TYMCO | 600 | 1999 | 1FV6HFAA4X HA34975 | AQMD COMPLIANT |
| SWEEPER | TYMCO | 600 | 1999 | 1FV6HFAA1X HA34965 | AQMD COMPLIANT |
| SWEEPER | TYMCO | 600 | 1999 | 1FV6HFAAXX HA34964 | AQMD COMPLIANT |
| SWEEPER | TYMCO | 600 | 1999 | 1FV6HFAA8X HA34963 | AQMD COMPLIANT |

REMARKS: _____

FORM PW-13

## EQUIPMENT LIST

THIS PAGE IS TO BE COMPLETED BY PROPOSER AND SUBMITTED TO THE COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

PROPOSER'S NAME **R. F. DICKSON CO. , INC.**

ADDRESS **12524 CLARK AVE. DOWNEY, CA**

TELEPHONE **(562) 923-5441**

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

One item per line; do not submit an equipment list in your own format.
Form may be reproduced in order to list all equipment

| TYPE OF EQUIPMENT | MAKE AND EQUIPMENT YOU ARE OFFERING | MODEL | YEAR | SERIAL NUMBER | COMPLIES WITH ALL AIR QUALITY MANAGEMENT DISTRICT REGULATIONS |
|---|---|---|---|---|---|
| **SWEEPER** | **TYMCO** | **600** | **1999** | **1FV6HFAA6 XHA34962** | **AQMD COMPLIANT** |
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REMARKS: _____

# LOS ANGELES COUNTY CODE

## Chapter 2.201

## Living Wage Program

**2.201.010** Findings. The Board of Supervisors finds that the County of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay less than a living wage to their employees causes them to use such services, thereby placing an additional burden on the county of Los Angeles. (Ordinance No. 99-0048 § 1 (part), 1999.)

**2.201.020** Definitions. The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.

B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.

C. "Employer" means:

1. An individual or entity who has a contract with the county:

   a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or

   b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and

   c. Who has received or will receive an aggregate sum of $25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or

2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.

D. "Full-time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week. (Ordinance No. 99-0048 § 1 (part), 1999.)

**2.201.030 Prospective effect**. This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ordinance No. 99-0048 § 1 (part), 1999.)

**2.201.040 Payment of living wage.**

A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be $8.32 per hour with health benefits, or $9.46 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least $1.14 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

C. The Board of Supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section above for future contracts. (Ordinance No. 99-0048 § 1 (part), 1999.)

**2.201.050 Other provisions.**

A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.

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

C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ordinance No. 99-0048 § 1 (part), 1999.)

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

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

A. A "retention employee" is an employee of a predecessor employer:

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;

2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contact; and

3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C. A subsequent employer is not required to hire a retention employee who:

1. Has been convicted of a crime related to the job or his or her job performance; or

2. Fails to meet any other county requirement for employees of a contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter, a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees.(Ordinance No. 99-0048 § 1 (part), 1999.)

**2.201.080 Enforcement and Remedies.** For violation of any of the provisions of this chapter:

A. An employee may bring an action in the courts of the State of California for damages caused by an employer's violation of this chapter.

B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:

1. Assess liquidated damages as provided in the contract; and/or

2. Recommend to the board of supervisors the termination of the contract; and/or

3. Recommend to the board of supervisors that an Employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, not to exceed three years. (Ordinance No. 99-0048 § 1 (part), 1999.)

**2.201.090 Exceptions.**

A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.

B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501 (c)(3) of the Internal Revenue Code.

D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and

2. Has 20 or fewer employees during the contract period, including full time and part time employees; and

3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $1,000,000.00; or

4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than $1,000,000.00 in annual gross revenues or $2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ordinance No. 99-0048 § 1 (part), 1999.)

**2.201.100 Severability.** If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ordinance No. 99-0048 § 1 (part), 1999.)

*Editor's note: Ordinance 99-0048, which enacted Chapter 2.201, is effective on July 22, 1999.

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# COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

## APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the RFP is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. **To apply, complete and submit this form to Public Works seven days prior to the due date for proposals**. Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

| | | |
|---|---|---|
| Company Name: **Not Applicable** | | |
| Company Address: | | |
| City: | State: | Zip Code: |
| Telephone Number: | Facsimile Number: | Email Address: |
| Awarding Department: | | Contract Term: |
| Type of Service: | | |
| Contract Dollar Amount: | | Contract Number (if any): |

**I am requesting an exemption from the Program for the following reason(s) (*attach to this form all documentation that supports your claim* and *SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION OF PROPOSALS TO PUBLIC WORKS OR FAX TO (626) 458-4194*:**

- ☐ My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) ***(you must attach the IRS Determination Letter).***
- ☐ My business is a Small Business ***(as defined in the Living Wage Ordinance–you must attach your company's two most recent tax year returns and last state payroll tax return)*** which is not an affiliate or subsidiary of a business dominant in its field of operation **AND** during the contract period will have 20 or fewer full- and part-time employees; **AND**
  - ☐ Has less than $1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; **OR**
  - ☐ Is a technical or professional service that has less than $2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- ☐ My business has received an aggregate sum of less than $25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

☐ My business is subject to a bona fide Collective Bargaining Agreement ***(you must attach the agreement)***; AND

☐ the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**

☐ the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):

**N/A**

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

| PRINT NAME: **STEVEN L. DICKSON** | TITLE: **PRESIDENT** | |
|---|---|---|
| SIGNATURE: Steven L. Dickson | | DATE: **8/31/06** |

**Additional Information**

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

☐ **Either the contractor or the employees' collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): _____

Company Insurance Group Number(s): _____

Health Premium Amount Paid by Employer: _____

Health Premium Amount Paid by Employee: _____

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other (Specify): _____

☐ **Neither the contractor nor the employees' collective bargaining unit** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

FORM LW-3

# COUNTY OF LOS ANGELES
# LIVING WAGE ORDINANCE

## Contractor Living Wage Declaration

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

☐ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **$9.46 per hour** per employee.

☒ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than $1.14 per hour** per employee. I will pay an hourly wage of not less that **$9.46 per hour** per employee.

☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least $1.14 per hour** per employee. I will pay an hourly wage of not less than **$8.32 per hour** per employee.

Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

☒ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other: _____ (Specify)

| | |
|---|---|
| PLEASE PRINT COMPANY NAME: **R.F. DICKSON CO. , INC.** | |
| I declare under penalty of perjury under the laws of the State of California that the above information is true and correct: | |
| SIGNATURE: | DATE: **AUGUST 31, 2006** |
| PLEASE PRINT NAME: **STEVEN L. DICKSON** | TITLE OR POSITION: **PRESIDENT** |

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FORM LW-4

# COUNTY OF LOS ANGELES LIVING WAGE PROGRAM
# ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

**LIVING WAGE ORDINANCE:**

☒ I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

**CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:**

☒ I have read the provisions of the RFP describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

**LABOR LAW/PAYROLL VIOLATIONS :**

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

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

☒ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**

☐ The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

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

☒ There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**

☐ There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/ Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

**HISTORY OF DEBARMENT (Check one):**

☒ The Firm **HAS NOT** been debarred by any public entity during the past ten years; **OR**

☐ The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

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

Steven L. Dickson

Owner's/Agent's Authorized Signature

**STEVEN L. DICKSON PRESIDENT**

Print Name and Title

**R.F. DICKSON CO.,INC.**

Print Name of Firm

**AUGUST 31, 2006**

Date

# R.F.DICKSON CO.,INC. HAS NO LABOR/PAYROLL/ DEBARMENT VIOLATIONS

FORM LW-5

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

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

- ☐ An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- ☐ A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- ☐ A debarment by a public entity listed below within the past ten years.

| | |
|---|---|
| Print Name of Firm: | Print Name of Owner: |
| Print Address of Firm: | Owner's/AGENT's Authorized Signature: |
| City, State, Zip Code | Print Name and Title: |

| | |
|---|---|
| **Public Entity Name** | |
| **Public Entity Address:** | **Street Address:** |
| | **City, State, Zip:** |
| **Case Number/Date Claim Opened:** | **Case Number:** |
| | **Date Claim Opened:** |
| **Name and Address of Claimant:** | **Name:** |
| | **Street Address:** |
| | **City, State, Zip:** |
| **Description of Work: (e.g., Janitorial)** | |
| **Description of Allegation and/or Violation:** | |
| | |
| | |
| | |
| **Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)** | |
| | |
| | |

☐ Additional Pages are attached for a total of _____ pages.

# R.F.DICKSON CO.,INC. HAS NO LABOR/PAYROLL/ DEBARMENT VIOLATIONS

FORM LW-6

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

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

**Assessment Criteria**

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

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

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

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

FORM LW-7

# REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: R.F. DICKSON CO., INC.

Name of Proposer's Health Plan: HEALTH NET Date: AUGUST 31, 2006

(Please use a separate form for each health plan offered by the proposer to employees who will be working under this contract.)

| ITEMS | DOES THE PLAN COVER? (YES) (NO) | WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY? | LIST ANY CO-PAYMENTS AND/OR COMMENTS |
|---|---|---|---|
| Proposer's Health Plan Premium | | | |
| Employee only | X N | $ 222.05 | $ 88.95 |
| Employee + 1 dependent | X N | $ 421.19 | $288.09 |
| Employee + 2 dependents | X N | $ 484.08 | $350.98 |
| Employee + 3 dependents | X N | $ 688.37 | $555.27 |
| Proposer's portion of above health premium payment | | | |
| Employee only | X N | $ 133.10 | $ 88.95 |
| Employee + 1 dependent | X N | $ 133.10 | $288.09 |
| Employee + 2 dependents | X N | $ 133.10 | $350.98 |
| Employee + 3 dependents | X N | $ 133.10 | $555.27 |
| Any Annual Deductible? | | | |
| Per Person | X N | $ | NONE |
| Per Family | X N | $ | NONE |
| Any Annual Maximum Employee Out-of-Pocket Expense? | | | |
| Per Person | X N | $ | $4000.00 |
| Per Family | X N | $ | $8000.00 |
| Any Lifetime Maximum? | | | |
| Per Person | Y N | $ | NONE |
| Per Family | X N | $ | NONE |
| Ambulance coverage | X N | $ | 20% |
| Doctor's Office Visits | X N | $ | $35.00 |
| Emergency Care | X N | $ | $100 EMERGENCY ROOM |
| Home Health Care | X N | $ | COVERED IN FULL |
| Hospice Care | X N | $ | COVERED IN FULL |
| Hospital Care | X N | $ | LOW COPAY $200 PER DAY |
| Immunizations | X N | $ | $35.00 |
| Maternity | X N | $ | COVERED IN FULL |
| Mental Health | X N | $ | $35.00 |
| Mental Health In-Patient Coverage | X N | $ | $200 PER DAY |

| ITEMS | DOES THE PLAN COVER? (YES) (NO) | WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY? | LIST ANY CO-PAYMENTS AND/OR COMMENTS |
|---|---|---|---|
| Mental Health Out-Patient Coverage | X N | $ | $35.00 |
| Physical Therapy | X N | $ | $35.00 |
| Prescription Drugs | X N | $ | 15/30 |
| Routine Eye Examinations | X N | $ | 0 |
| Skilled Nursing Facility | X N | $ | DAYS I-10 COVERED IN FULL |
| Surgery | X N | $ | COVERED IN FULL |
| X-Ray and Laboratory | X N | $ | COVERED IN FULL |

Under this health plan, a full time employee:

☒ Becomes eligible for health insurance coverage after 90 days of employment.

☐ Is defined as an employee who is employed more than ___ hours per week.

OTHER BENEFITS:

A.NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 0 DAYS.

B.NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 0 DAYS.

C.NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 2 DAYS.

D.NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 5 DAYS.

E.NUMBER OF PAID HOLIDAYS PER YEAR IS 4 DAYS.

FORM LW-8.1

COST METHODOLOGY FOR STREET SWEEPING SERVICES IN CITY TERRACE (2006-PA010)

PROPOSER: R.F. DICKSON CO. INC

| POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY) | HOURS PER DAY | | | | | | | HOURS PER WEEK | ANNUAL HOURS | | HOURLY WAGE RATE | ANNUAL COST |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | SUN | MON | TUE | WED | THU | FRI | SAT | | | | | |
| SWEEPER OPERATOR | | 9 | 8 | 7 | 7.5 | 7 | | 38.50 | 2002 | | 12.35 | $ 24,724.70 |
| SUPERVISOR | | 1 | | 1 | | 1 | | 3.0 | 156 | | 15.00 | $ 2,340.00 |
| | | | | | | | | | | | | $ |
| | | | | | | | | | | | | $ |
| | | | | | | | | | | | | $ |
| | | | | | | | | | | | | $ |
| | | | | | | | | | | | | $ |
| | | | | | | | | | | | | $ |
| | | | | | | | | | | | | $ |
| | | | | | | | | | | | | $ |

| Comments/Notes: | | |
|---|---|---|
| | Total Annual Salaries | $ 27,064.70 |
| | (1) Vacations, Sick Leave, Holiday | $ 988.00 |
| | (2) Health Insurance ** | $ 1600.00 |
| | (3) Payroll Taxes & Workers' Compensation | $ 5142.00 |
| | (4) Welfare and Pension | $ |
| | Total Annual Employee Benefits (1+2+3+4) | $ 7,730.00 |
| | (5) Equipment Costs | $ 56,262.22 |
| | (6) Service and Supply Costs | $ 1,000.00 |
| | (7) General and Administrative Costs | $ 10,830.20 |
| | (8) Profit | $ 5,415.00 |
| | Total Annual Other Costs (5+6+7+8) | $ 73,507.42 |
| | | |
| | TOTAL ANNUAL PRICE | $ 108,302.12 |

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

** Minimum cost for health insurance is $1.14/hour if hourly wage rate is between $8.32 and $9.46, unless exemption from Living Wage requirements has been granted by the County.

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

ATTACHMENT 1

# COUNTY OF LOS ANGELES

***Policy on Doing Business With Small Business***

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

## WE RECOGNIZE...

### The importance of small business to the County:

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

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

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

## WE THEREFORE SHALL:

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

**ATTACHMENT 2**

# LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

---

**Vendor Name:** 2X, Inc. a.k.a. LA Internet, Inc.,
2X Access
Internet Business International
(Referred to collectively as "LA Internet")

Principal Owners: Ken Reda
Albert Reda
Louis Cherry

Debarment Start Date: September 9, 2003 Debarment End Date: September 8, 2006

---

**Vendor Name:** MTS Advanced Corp.

Principal Owners: Emir Khan
Zulaine Hernandez

Debarment Start Date: February 8, 2005 Debarment End Date: February 7, 2008

---

**Vendor Name:** Advanced Building Maintenance Co.

Principal Owners: Michael Sullivan
Erlinda Sullivan

Debarment Start Date: June 14, 2005 Debarment End Date: June 13, 2008

---

**Vendor Name:** a.k.a. Inspection Engineering Construction

Principal Owners: Jamal Deaifi

Debarment Start Date: 6/13/2006 Debarment End Date: 6/12/2016

Revised 3/6/06

# COUNTY OF LOS ANGELES
# OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 780
Los Angeles, California 90012
(877) 669-CBES / FAX (626) 457-3112
TDD (626) 293-5708
Website: http://oaac.co.la.ca.us

Address all correspondence to:
**CONTRACT COMPLIANCE**
1000 S. Fremont Avenue
Building A-9 East, 1st Floor
Mail: Unit #24
Alhambra, CA 91803-8862

Dennis A. Tafoya
Director

March 21, 2006

YOLANDA SANTOS
R.F.DICKSON CO. INC
12524 CLARK AVE.
DOWNEY, CA 902422704

**Vendor #: 10302901**

Dear YOLANDA SANTOS:

Congratulations! Your business has been certified as an eligible participant in the County of Los Angeles Local Small Business Enterprise Preference Program (Local SBE). Your Local SBE certification is valid until July 31, 2008 .

In order for Local SBE preference consideration, each eligible solicitation for the Local SBE preference will include the "Request for Local SBE Preference Program Consideration" form. You must complete the form and provide the above Vendor Number in your bid/proposal for each response to a County solicitation.

The County of Los Angeles Office of Affirmative Action Compliance reserves the right to request additional information and/or conduct an on-site visit at any time during the certification process and/or period to verify any documentation submitted by the applicant. If there are any changes in the State of California Office of Small Business and DVBE Certification (OSDC) SBE status, ownership, control of the firm or principal place of business during the certification period, you are required to notify this office and the OSDC immediately.

Again, congratulations on your certification. If you have any questions regarding the Local SBE Program, visit our website at http://oaac.co.la.ca.us/SBEMain.htm or call the Local SBE Customer Service at (877) 669-CBES.

Sincerely,

DENNIS A. TAFOYA
DIRECTOR

CALIFORNIA SMALL BUSINESS
27154

OZIE L. SMITH
Senior Deputy Compliance Officer

DAT:OLS

"To Enrich Lives through Effective and Caring Service"

**BOARD EXECUTE**

AGREEMENT FOR

STREET SWEEPING SERVICES FOR ROWLAND HEIGHTS

THIS AGREEMENT, made and entered into this ____ day of _____, 2006, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY), and JOE'S SWEEPING, INC., d.b.a. NATIONWIDE ENVIRONMENTAL SERVICES, a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on September 5, 2006, hereby agrees to provide services as described in the attached specifications for Street Sweeping Services for Rowland Heights, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Project Location/Vicinity Map; and the CONTRACTOR'S Proposal, all attached hereto, and the Request for Proposals and Addenda to the Request for Proposals, all of which are incorporated herein by reference, and are agreed by the COUNTY and the CONTRACTOR to constitute an integral part of the Contract documents.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed $239,389 for the initial term and $220,974 per year for the two 1-year options, or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of 13 months, commencing on November 1, 2006. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of three years and one month. The COUNTY, acting through the Director, may give a written notice of intent to extend the final contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY.

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

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SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

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

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

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

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

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

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

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

THIRTEENTH: This Contract constitutes the entire AGREEMENT between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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

COUNTY OF LOS ANGELES

By_____
Mayor, Los Angeles County

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

JOE'S SWEEPING INC., d.b.a. NATIONWIDE ENVIRONMENTAL SERVICES

By _____
Its President

Never Samuelian/President
Type or Print Name

By _____
Its Secretary

Suzy Samuelian/Corporate Secretary
Type or Print Name

P:\aspub\CONTRACT\Scott\STREET SWEEPING 2006\2006\Agreement_Rowland Heights.doc

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles } ss.

On October 3, 2006 (Date), before me, Ani Kaprielian, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),
personally appeared Never Samuelian & Suzy Samuelian (Name(s) of Signer(s)),

☑ personally known to me
☐ proved to me on the basis of satisfactory evidence

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

ANI KAPRIELIAN
Commission # 1576489
Notary Public - California
Los Angeles County
My Comm. Expires May 6, 2009

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**
Title or Type of Document: Rowland Hts. Contract - L.A. County

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer**
Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 1997 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

# SCOPE OF WORK

## STREET SWEEPING SERVICES (2006-PA010)

A. Public Works Contract Manager

Public Works Contract Manager will be:

For City Terrace, Mr. Ricardo Gordillo of Road Maintenance Division's Road Maintenance District 4 - Hollydale, who may be contacted at (562) 869-1176, extension 229, e-mail address: rgordillo@ladpw.org, Monday through Thursday, and alternate Fridays, 7:30 a.m. to 4 p.m.

For Road District 119/519 and Rowland Heights, Mr. David Oboza of Road Maintenance Division's Road Maintenance District 1 – Baldwin Park, who may be contacted at (626) 337-1277, e-mail address: doboza@ladpw.org, Monday through Thursday, and alternate Fridays, 7:30 a.m. to 4 p.m.

The Contract Manager is the only person authorized by Public Works to request work of Contractor. From time to time, Public Works may change Contract Manager. Contractor will be notified in writing when there is a change in Contract Manager.

B. Work Location

Exhibits E.1, E.2, and E.3, Project Location/Vicinity Maps, provide a more detailed outline of each street sweeping area's limits.

C. Work Description

Contractor shall sweep and/or clean once a week all public streets, paved alleys, and curbed medians within the Project limits as shown in Exhibits E.1, E.2, and E.3, Project Location/Vicinity Maps. The word sweeping shall define an operation, and the method shall not be limited to the use of a power broom street sweeper. Unless otherwise stated, work shall be measured in either Curb Miles or Paved Alley Miles. A Curb Mile is defined as a swept path not less than five feet wide for a total length of 5,280 feet. A Paved Alley Mile is defined as a swept path not less than 20 feet wide for a total length of 5,280 feet.

Sweeping a street shall normally consist of a single pass at a maximum speed of not more than six miles per hour in Road District 119/519 and Rowland Heights and eight miles per hour in City Terrace on each side of the street adjacent and parallel to the curb face and shall include curb returns and cross gutters at intersecting streets. Where there is a raised median, sweeping shall also consist of a single swept path on each side of the median adjacent and parallel to the median curb face.

Sweeping an alley shall normally consist of single swept path on each side to the alley adjacent and to the right of the flow line or centerline of the alley at a maximum speed of not more than six miles per hour in Road District 119/519 and Rowland Heights and eight miles per hour in City Terrace.

Water shall be used while sweeping to minimize dust, if a power broom sweeper is used. In the event that the results of a sweeping operation are considered unsatisfactory by the Contract Manager, in accordance with this Exhibit's paragraph D, Standard of Performance, below, Contractor shall sweep or clean the unsatisfactory area again, at no cost to the County, within two calendar days without interruption of the regular sweeping schedule.

Curbed areas that cannot be swept with power sweeping equipment, such as, but not limited to, narrow cul-de-sacs, median noses, and portions of left-turn pockets shall be hand cleaned to comply with this Exhibit's paragraph D, Standard of Performance, below.

Contractor shall inform the Contract Manager of any problems or conditions which may be a public hazard or interfere with normal sweeping operations. These problems or conditions shall include, but not be limited to, fallen trees, obstructed roadways or alleys, low overhanging branches, abandoned vehicles, and large potholes. These problems or conditions shall be reported by Contractor to the Contract Manager as soon as the condition is identified. Dead animals shall be reported to Animal Control at (310) 523-9566.

D. Standard of Performance

The primary objective of street sweeping is to remove all leaves, paper, dirt, rocks, glass, bottles, cans, and other debris to ensure free flow of water in the gutter and to maintain streets in a state of cleanliness. The Contract Manager will make the final determination as to whether the work has been satisfactorily completed. If the work has not been satisfactorily completed, the Contract Manager may direct Contractor to resweep the unsatisfactorily swept area(s) not swept at all, if the area(s) can be reswept during the same business day. If the area(s) cannot be reswept during the same business day by Contractor, the Contract Manager may deduct payment to Contractor in accordance with this Exhibit's paragraph M, Inspection and Acceptance of the Work.

E. Disposal of Refuse and Debris

All debris and refuse collected from these operations shall become the property of Contractor. Contractor shall dispose of all refuse and debris collected during sweeping operations, at no additional cost to the County, by hauling to a legally established area for the disposal of solid waste. When storage of refuse and debris is necessary prior to disposal, Contractor shall locate and arrange for use of a temporary storage site off the road rights of way. Contractor will not be

allowed to use the rights of way or Public Works facilities as temporary storage sites.

F. Storage Facilities

The County will not provide storage facilities for Contractor.

G. Water

Contractor shall furnish all water necessary for sweeping operations in accordance with this Exhibit's paragraph D, Services to be Performed.

H. Rights of Way

Contractor shall conduct all of its activities and operations within the confines of public roadways. Contractor shall not allow its employees to use private property for any reason or to use water from such property without written permission from the owner. If, for any reason, Contractor elects to encroach upon other lands, Contractor shall first obtain written permission from the owner and provide evidence of such permission in writing to the Contract Manager prior to entering upon such lands. In performing any work or doing any activity on lands outside of public rights of way, Contractor shall comply with all applicable Federal, State, local laws, ordinances, and regulations.

Contractor shall indemnify and hold the County harmless from all claims for damages occasioned by such work or activity, whether done in compliance with this Exhibit and with permission or in violation of this Exhibit, without permission.

I. Authority of Board and Contract Manager

The Board has the final authority in all matters affecting the work. Within the scope of this Contract, the Contract Manager has the authority to enforce compliance with the Plans and Specifications. Contractor shall promptly comply with instructions from the Contract Manager or an authorized representative.

On all questions relating to quantities, the acceptability of equipment or work, the execution, progress or sequence of work, and the interpretation of the Specifications or the Plans, the decision of the Contract Manager will be final and binding and shall be precedent to any payment under this Contract unless otherwise ordered by the Board.

J. Best Management Practices

Best Management Practices (BMPs) shall be defined as any program, technology, process, sitting criteria, operating method, measure, or device which controls, prevents, removes, or reduces pollution. Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks,

Volume 3 Construction BMP Handbook and the County of Los Angeles Department of Public Works Best Management Practices Handbook for Construction Activities. These publications are available from:

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

Contractor shall have a readily accessible copy of each publication in the service area at all times. As a minimum, Contractor shall implement the following BMPs in conjunction with all its sweeping activities:

| NO. | MATERIAL MANAGEMENT |
|---|---|
| CD10 (2) | Material Delivery and Storage |
| CD11 (2) | Material Use |
| CD12 (2) | Spill Prevention and Control |

| NO. | WASTE MANAGEMENT |
|---|---|
| CD13 (2) | Solid Waste Management |
| CD14 (2) | Hazardous Waste Management |
| CD15 (2) | Contaminated Soil Management |
| CD16 (2) | Concrete Waste Management |

| NO. | VEHICLE AND EQUIPMENT MANAGEMENT |
|---|---|
| CD18(2) | Vehicle and Equipment Cleaning |
| CD19(2) | Vehicle and Equipment Fueling |
| CD20(2) | Vehicle and Equipment Maintenance |

(Following not required for City Terrace)

| NO. | TRAINING |
|---|---|
| CD40 | Employee/Subcontractor Training |

| NO. | PHYSICAL STABILIZATION |
|---|---|
| CD26A(2) | Soil Stabilizer/Dust Control |

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

BMP for Contractor activities shall be continually implemented throughout the year. BMP for erosion control and sedimentation shall be implemented during the period from October 15 to April 15 and whenever the National Weather Service predicts rain within 24 hours. BMP for erosion control and sedimentation shall also be implemented prior to the commencement of any contractor activity or operation which may produce runoff and whenever runoff from other sources may occur.

The County, as a permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. Full compensation for the implementation of BMPs shall be considered as included in the Total Annual Proposed Price shown in Form PW-2, Schedule of Prices. Should Contractor fail to comply with any BMP, the County will suffer damages, including, but not limited to, having to bear the risk of delay and disruption of its street sweeping program. The amount of such damages is and will continue to be extremely difficult and impracticable to ascertain. Execution of this Contract shall constitute agreement by the County and Contractor that $1,000 per day is the minimum value of the cost and actual damage caused by Contractor's failure to fully implement any BMP, that such sum is liquidated damages and shall not be construed as a penalty and that such sums may be deducted from payments due to Contractor if such failure occurs. However, such liquidated damages do not include losses resulting from the imposition of fines and penalties and other enforcement actions by administrative agencies. The County may assess Contractor, as liquidated damages, $1,000 for each calendar day that Contractor has not fully implemented one or more of the BMPs specified for this Contract and/or is otherwise in noncompliance with these provisions. In addition, Contractor shall defend, indemnify, and hold harmless the County and its officers, employees, and agents from any fine, penalty, or enforcement action (including attorney fees, legal costs, and staff costs) imposed or brought by any person or entity on account of Contractor's alleged lack of compliance with these provisions or nonimplementation of the specified BMPs. The County may deduct, from the payment due Contractor, amounts necessary to cover such fines and costs.

K. Work Schedule

Streets covered by this Contract shall be swept on an alternate day sweeping schedule. An alternate day schedule requires the Contractor to sweep the two sides of a street on two separate and consecutive days. For example, a curbed street may have one side swept on Mondays and the other side swept on Tuesdays. If one side of a street is swept on Fridays, the other side shall be swept on Mondays.

**(The following requirement will be for Rowland Heights and Road District 119/519 only, as City Terrace is currently on an alternate day schedule.)** After receiving notification that the Contractor has been awarded this Contract,

Contractor shall have 30 days to provide a finalized and working alternate day sweeping schedule to the Contract Manager. The complete schedule of weekly sweeping shall be submitted to the Contract Manager for approval prior to any work being done under this Contract. The schedule shall include the Curb Miles and Paved Alley Miles of streets, alleys, and medians to be swept daily as well as the daily starting time. There is no separate bid item for creating this schedule.

Also, a route map shall be submitted as part of the schedule, showing streets, alleys, and medians to be swept each day by the Contractor. Contractor shall indicate the daily sweeping route on the maps in an appropriate and understandable manner that is acceptable to the Contract Manager. Changes in the schedule for the convenience of Contractor will require approval by the Contract Manager prior to being included in the weekly work. The County reserves the right to require Contractor to sweep specific areas on specified days and at specified times of the day. The following guidelines shall be applicable:

1. Sweeping of streets that have posted parking restrictions specified for street sweeping shall only be swept during the posted day and hours.

2. Areas shall not be swept on the same day trash pickup is scheduled. Whenever feasible, sweeping shall be scheduled the day after trash pickup. Contractor shall be responsible for determining when trash pickups are scheduled.

3. Streets adjacent to schools and commercial developments shall be swept prior to 7 a.m. or such time as daily public activities start.

4. Streets adjacent to apartments, condominiums, or other areas where all night on street parking is prevalent shall be swept after 8 a.m.

5. Major highways shall not be swept during peak traffic hours.

6. Residential areas shall not be swept prior to 7 a.m. or after 3:30 p.m.

7. Street sweeping shall be scheduled such that both sides of a street are not swept in the same day, unless the Contract Manager directs otherwise.

L. <u>Prosecution of Work</u>

To minimize public inconvenience, Contractor shall diligently prosecute the work in the manner and at the times specified in this Exhibit A, Scope of Work, and shall at all times comply with the approved sweeping schedule. If, as determined by the Contract Manager, Contractor fails to prosecute the work to the extent that the public may be inconvenienced, Contractor shall, upon orders from the

Contract Manager, immediately resume diligent prosecution of the work. All cost of prosecuting the work as described herein shall be included in Contractor's Total Annual Proposed Price.

Should Contractor continue to fail to prosecute the work diligently after orders of the Contract Manager to do so, the Contract Manager may suspend the work in whole or in part until such time as the Contract Manager, in his or her sole discretion, determines that Contractor will resume diligent prosecution of the work. All expenses and losses incurred by Contractor as a result of such suspensions shall be borne by Contractor.

M. Inspection and Acceptance of the Work

Contractor shall implement a Contract Quality Control Plan as required under this Exhibit's paragraph U, Quality Control. Contractor shall routinely inspect the work to ensure compliance with the Plans and Specifications, approved schedules, and Contractor quality standards.

The Contract Manager may inspect the work to assure that the quality of street sweeping services is in compliance with Terms and Conditions of this Contract. The Contract Manager may inspect by sampling the quality of the work at up to 20 random locations immediately after they are scheduled to be swept.

A location is generally defined as an alley and/or side of any street between two adjacent streets, a cul-de-sac, and/or a dead-end street. A five percent deduction of payment for that day's sweeping mileage shall be assessed for each and every location that is not swept in accordance with these Specifications and Plans. Photos and documentation for all deficient locations will be provided to Contractor on the working day following the inspection for all deficient locations.

The Contract Manager will use the following general guidelines to determine if the street was swept properly:

1. No debris shall be in or on the street or gutter within eight feet of the curb face. Debris includes, but is not limited to, trash, grass, leaves, soil, bottles, broken glass, rocks, and other refuse.

2. A trail of debris shall not be left along the street or gutter.

3. An inordinate amount of debris, which would indicate that the location had not been swept properly.

N. Suspension of Work

The work may be suspended in whole or in part when determined by the Contract Manager that the suspension is necessary in the interest of the County. Contractor shall comply immediately with any written order of the

Contract Manager suspending work. Such suspension shall be without liability to Contractor on the part of the County except as otherwise specified in this Exhibit's paragraph W, Additional Sweeping.

O. Noncompliance with Plans and Specifications

Failure of Contractor to comply with any requirement of these Specifications and Plans, and to immediately remedy any such noncompliance upon notice from the Contract Manager, may result in suspension of this Contract's monthly payments. Any monthly payments so suspended shall remain in suspension until Contractor's operations are brought into compliance to the satisfaction of the Contract Manager. No additional compensation will be allowed as a result of suspension of the monthly payments due to noncompliance with these Specifications and Plans.

P. Contractor's Equipment Compliance with Laws and Regulations

1. Contractor shall fully comply with all applicable laws and regulations, including, but not limited to, all Air Quality Management District (AQMD) regulations. In particular, Contractor's equipment shall at all times be in full compliance with AQMD Rules 1186 and 1186.1 pertaining to street sweepers.

2. The street sweepers specified on the equipment list provided to Public Works and no others shall be used in the Contract work unless notice is given to Public Works and the substitution is approved by Public Works. The Contract Manager or a designee may inspect Contractor's vehicles employed in the Contract work at any time without notice.

3. In the event of mechanical breakdown of an alternate-fuel street sweeper, Contractor shall comply with AQMD Rule 430 in a timely fashion and shall make a timely application for an emergency permit under Rule 430 in order to ensure uninterrupted performance of this Contract. Contractor shall immediately provide to Public Works notice of any telephonic report and a copy of any written report or action plan presented to AQMD pursuant to Rule 430.

4. Contractor shall furnish and maintain in good and safe condition all equipment required for the proper execution of this Contract. The Contract Manager may reject any vehicle or piece of equipment not meeting these safety, maintenance, or regulatory requirements. For the sweeping of curbed highways and streets, Contractor's equipment shall clean the streets as specified in this Exhibit's paragraph D, Standard of Performance.

5. Contractor shall provide sweeping equipment and disposal trucks, which shall be properly maintained both mechanically and in appearance. Contractor shall provide back-up sweeping equipment adequate to ensure completion of scheduled work in the event of equipment breakdown, an area requires resweeping, or to provide any additional resweeping directed by the Contract Manager. All equipment shall be clearly marked with Contractor's name and vehicle number. Contractor's telephone number shall be prominently displayed on all equipment for purposes of identification.

6. The sweeper operator shall be furnished with a cellular phone or equivalent communication device that will allow the Contract Manager to make contact with the sweeper operator during sweeping operations. Contractor shall provide the Contract Manager with the information necessary to maintain contact with the sweeper operator during sweeping operations. The communication device shall be on and operating during sweeping operations.

Q. Global Positioning System

1. Primary and back-up sweepers shall be equipped with a Global Positioning System (GPS) capable of reporting real time data.

2. The GPS shall be Internet based (direct internet connection) or require additional software to access the GPS provider's data. If Internet based, Contractor shall provide Public Works with two accounts to access the GPS provider's Internet site. If additional software is required, Contractor shall provide software for installation on two Public Works computers.

3. The accounts shall be set up so that only Public Works and Contractor can view Public Works data.

4. Contractor shall pay for all costs related to the GPS, including hardware, software, activation fees, technical support, and monthly service charge fees.

5. The GPS shall be capable of gathering the following real time data: speed, direction, location (address), distance traveled, ignition on/off, brooms up/down, and water sprayer on/off.

6. The GPS shall be capable of tracking a sweeper's path with lines or dots superimposed on a map.

7. The minimum locate schedule (frequency of occurrence that GPS data is received from the sweeper) shall be every one minute when brooms are down.

8. The minimum locate schedule shall be every 15 minutes when brooms are up.

9. The GPS shall generate an email alert when the following events occur:

   a. Sweeper exceeds 6 mph (8 mph for City Terrace) and brooms are down.

   b. One hour or more of nonmovement during weekdays, 6 a.m. to 4 p.m.

10. The GPS shall be capable of generating daily reports of sweeper activity that includes the following information: date, time, address, speed, direction, location (address), distance traveled, ignition on/off, brooms up/down, and water on/off.

11. Authorized Public Works employees can generate and print reports at any time.

12. All reports shall have the capability to be downloaded in other formats such as Excel or Word.

13. Data shall be available for immediate downloading for a minimum of three months. After three months, data shall be backed up and be made available at Public Work's request.

14. Contractor's reference vendors for GPS:

| | |
|---|---|
| GPS North America<br>P.O. Box 637<br>Holland, PA 18966<br>Contact: Mr. Tod Lewis<br>Telephone: (888) 760-4477<br>E-mail: www.gpsnorthamerica.com | TELETRAC, Inc.<br>7391 Lincoln Way<br>Garden Grove, CA 92841<br>Contact: Mr. Carlos Reyes<br>Telephone: (800) 487-4357<br>E-mail: www.teletrac.net |

R. Reports

In addition to other data filed with the County by Contractor, Contractor shall, on the second working day of each week, file a report with the Contract Manager enumerating the following information for the previous week:

1. Curb Miles and Paved Alley Miles swept each day.

2. Scheduled Curb Miles and Paved Alley Miles swept and areas missed.

3. When missed areas were swept.

4. Number of complaints received each day.

5. Reasons scheduled sweeping was not performed or completed as scheduled.

6. Waste tonnage summary and copies of waste disposal receipts.

S. Measurement

The basis of measurement and payment shall be by the Curb Mile for curbed streets and the Paved Alley Mile for paved alleys. On streets and highways, Curb Miles shall be measured toward the center of the rights of way from and parallel to the curb face. Measurement of medians will be continual and no deduction will be made for left-turn pockets or intersecting streets.

Additional sweeping of streets, as defined in this Exhibit's paragraph W, Additional Sweeping, that require the total width of the street to be swept shall be measured on the basis of width of street in feet divided by five to determine Curb Miles per mile of length.

T. Contractor's Representative

Before starting the work, Contractor shall designate, in writing, a representative who shall have complete authority to act for it. An alternate representative may be designated. Any order or communication given to this representative shall be deemed delivered to Contractor. A joint venture or partnership shall designate only one representative and alternate. In the absence of Contractor or its designated representative, necessary or desirable directions or instruction may be given by the Contract Manager to the superintendent or person having charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to Contractor or its representative.

In order to communicate with the County, Contractor's representative, superintendent, or person having charge of specific work shall be able to speak, read, and write the English language.

U. Quality Control

Contractor shall be responsible for implementing procedures for ensuring that street sweeping services are provided in strict compliance with the Plans, Specifications, and approved schedule of services.

Contractor shall designate in writing a Quality Control representative and an alternate Quality Control representative who are responsible for implementing, monitoring, controlling, and reporting on the quality of work.

It is recommended that Contractor's Quality Control representatives be separate and distinct from Contractor's project manager or general superintendent, and the Contractor's Quality Control procedures establish a separate system for recording, reporting, and resolving quality control issues.

Within ten days of contract award, Contractor shall submit to the County a Contract Quality Control Plan for review and approval by the Contract Manager. This plan will include, as a minimum, the names and telephone numbers of Contractor's Quality Control representatives, a description of the roles and responsibilities for quality control, the system for monitoring, reporting on, resolving quality control issues, and checklists or other documentation in support of Contractor's Quality Control function.

V. Plans and Specifications

Included as part of this Contract are Plan sheets (Exhibits E.1, E.2, and E.3) showing the locations of streets and alleys included in this service area.

The Plans, these Specifications, and other contract documents shall govern the work. These Contract documents are intended to be complementary and cooperative and to describe and provide for a complete service. Anything in the Specifications and not on the Plans, or on the Plans and not in the Specifications, shall be as though shown or mentioned in both.

While it is believed that much of the information pertaining to conditions, which may affect the cost of the work will be shown on the Plans or indicated in the Specifications, the County does not warrant the completeness or accuracy of such information. Contractor shall ascertain the existence of any conditions affecting the cost of the work, which would have been disclosed by reasonable examination of the site. Contractor shall, upon discovering any error or omission in the Plans or Specifications, immediately call it to the attention of the Contract Manager.

W. Additional Sweeping

Contractor shall provide additional sweeping of any street(s) and alley(s) within the area shown on the Plans at any time when ordered by the Contract Manager. Contractor will be compensated for each additional sweeping at the Contract's Unit Price per Curb Mile or Paved Alley Mile, as appropriate. The method of payment will be determined by the Contract Manager.

The need for additional sweeping may be because of storm, fire, flood, parade, public gathering, riot, or other natural or unanticipated occurrence affecting the cleanliness of the streets. The additional sweeping may be in lieu of or in addition to the regularly scheduled sweeping as ordered by the Contract Manager.

Additional sweeping will normally be confined to sweeping the curb lane. However, if additional sweeping requires the total width of the street(s) to be swept, then compensation will be at the Contract's Unit Price per Curb Mile as defined in this Exhibit's paragraph R, Measurement. All sweeping shall be done

with sufficient passes to achieve the results described in this Exhibit's paragraph D, Standard of Performance.

Compensation for extra sweeping will be for a minimum of 16 Curb Miles with no allowance for travel time under one of the following circumstances: a) the sweeper shall return to the area after having left when regular sweeping was completed; b) the extra sweeping is on a day when no regular sweeping is scheduled; or c) an additional sweeper must be brought to the area.

Notwithstanding the above, the County has the option on additional sweeps to compensate Contractor on an hourly basis where it is difficult to determine Curb Miles swept in a nonroutine manner. In these cases, the hourly rate paid by the County to Contractor shall be equal to four times the Contract's Unit Price per Curb Mile. Minimum payment will be equivalent to payment for 16 Curb Miles.

X. Changes Resulting from Schedule Disruption

During this Contract period, Contractor shall sweep the designated public streets and alleys at least once each week, including all curbed medians, in accordance with a schedule to be approved by the Contract Manager. When, in the opinion of the Contract Manager, inclement weather prevents adherence to the regular sweeping schedule for two days or less in a given week, the Contract Manager may require the sweeping areas so affected to be swept prior to the next sweeping schedule.

Any such required sweeping made necessary by inclement weather shall meet the requirements of this Exhibit's paragraph D, Standard of Performance, and shall be performed by Contractor at the Contract's Unit Price per Curb Mile and will not be considered additional sweeping as defined in this Exhibit's paragraph W, Additional Sweeping.

When any holiday or observance as specified in the Government Code of the State of California occurs on a regular scheduled sweeping day, and said sweeping area is not swept in observance of said holiday, the subject sweeping area shall when ordered by the Contract Manager be swept within two working days of the regularly scheduled sweeping day without interruption of the regular sweeping schedule. Any such requested sweeping shall meet the requirements of this Exhibit's paragraph D, Standard of Performance, and shall be performed by Contractor at the Contract Unit Price per Curb Mile and shall not be considered additional sweeping.

In the event Contractor is prevented from completing the sweeping as provided in the approved schedule because of reasons other than inclement weather or holidays, Contractor shall be required to complete the deferred sweeping services within two calendar days without interruption in the regular sweeping schedule.

Y. Changes Resulting from Added or Deleted Streets

It is the intent of this Contract to provide for the weekly sweeping of all curbed streets (including curbed medians) and paved alleys within the unincorporated area shown on the Plans (Exhibits E.1, E.2, and E.3). As streets and alleys are improved, they will be added to the weekly sweeping schedule. Compensation to Contractor will be based on the Curb Miles added multiplied by the Contract's appropriate Unit Price.

Streets and alleys initially included in the schedule that are vacated by order of the Board will be deleted from the weekly schedule and the affected Curb Mileage deducted from this Contract's quantities.

Additions and/or deletions of Curb Mileage may affect the approved schedule and appropriate adjustments will be allowed subject to approval by the Contract Manager.

Z. City Incorporation

In the event any areas to be swept under this Contract attain incorporation as a City, Contractor shall continue to sweep the streets and alleys shown on the contract plans at the Contract's Unit Price per Curb Mile until the termination date of this Contract or as directed by the County. The County may direct Contractor to delete streets within the incorporated area from its weekly sweeping schedule prior to the expiration date of this Contract. The Curb Mileage of the streets and alleys within the incorporated area that are deleted from Contractor's weekly sweeping schedule will be deducted from the Contract quantities. The County may, at the request of Contractor, review this Contract if the incorporation severely affects Contractor's weekly sweeping schedule.

AA. Changed Conditions

Contractor shall notify the Contract Manager in writing of any changed conditions promptly upon their discovery. The Contract Manager will promptly investigate conditions which appear to be changed conditions. If the Contract Manager determines that the conditions are changed conditions and they will materially increase or decrease the costs of any portion of the work, a Change Order will be issued adjusting the compensation for such portion of the work. The compensation will be based on the appropriate Unit Price reflected in Form PW-2, Schedule of Prices.

If the Contract Manager determines that the conditions of which it has been notified by Contractor do not justify an adjustment in compensation, Contractor will be notified in writing.

BB. Communications and Public Relations

Contractor shall provide a telephone answering service, toll free to residents of the area to be swept under this Contract and the County Road Maintenance Division District office responsible for the area, from 7:30 a.m. to 4:30 p.m., Monday through Friday, except on legal holidays. The answering service shall have the capability of contacting sweepers by radio or paging equipment for the purpose of relaying instructions from the Contract Manager and to receive citizen complaints.

The telephone number shall be listed in the telephone directory for the area and shall be listed by Contractor's commonly known name. All public complaints concerning street sweeping shall be investigated by Contractor. Complaints brought to Contractor's attention prior to 3 p.m. shall be investigated that day. Those brought to Contractor's attention after 3 p.m. shall be investigated before noon of the following day.

A complaint form shall be filled out for each complaint referred to or received by Contractor. The form, which must be approved by the Contract Manager, shall be filed with the County on the first working day following the day the complaint was received. Contractor shall report what actions were necessary to resolve each complaint.

CC. Special Safety Requirements

All Contractor operators shall be expected to observe all applicable Cal/OSHA and Public Works safety requirements while performing this requested work. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.

DD. Project Site Safety

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

EE. Project Safety Official

Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with Contractor's Injury and Illness Prevention Program and Code of Safe Practices. Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by Contractor to provide the required Project Safety Official shall be grounds for the County to

direct the cessation of all work activities and operations at no cost to the County until such time as Contractor is in compliance.

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# SERVICE CONTRACT GENERAL REQUIREMENTS

## SECTION 1

## INTERPRETATION OF CONTRACT

A. Headings

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

B. Definitions

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

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

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract shall include the Specifications, together with any special provisions thereof. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

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

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

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

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

District. Los Angeles County Flood Control District.

Proposal. The written instrument which a Contractor submitted in conformance with the solicitation document (Request for Proposals).

Proposer. Any individual, firm, or corporation submitting a priced Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals or Request for Quotation.

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

Subcontract. An agreement to employ a Subcontractor; to employ or agree to employ a Subcontractor.

Subcontractor. Persons, companies, corporations, or other entities furnishing supplies, services of any nature, equipment, or materials to the Contractor, at any tier under oral or written agreement.

C. Ambiguities or Discrepancies

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

# SECTION 2

## STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Assurance of Compliance with Civil Rights Laws

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

B. Conflict of Interest

1. The Contractor represents and warrants that no County employee whose position in the County enables him/her to influence the award of this Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein or does or shall have any direct or indirect financial interest in this Contract.

2. The Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. The Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

C. Consideration of Hiring County Employees Targeted for Layoffs

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

D. Consideration of Hiring GAIN/GROW Employees

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose,

consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by category to the Contractor.

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

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

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

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

G. County Lobbyists

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

H. Nondiscrimination in Employment

1. The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State antidiscrimination laws and regulations.

2. The Contractor shall certify to, and comply with, the provisions of the Contractor's EEO Certification (Form PW-7).

3. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

4. The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

5. The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from, participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project program, or activity supported by this Contact.

6. The Contractor shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this Section when so requested by the County.

7. If the County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission

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

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

I. County's Quality Assurance Plan

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

J. Notice to Employees Regarding the Federal Earned Income Credit

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

K. Recycled-Content Paper Products

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

L. Publicity

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

   a. The Contractor shall develop all publicity material in a professional manner.

b. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions, or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.

c. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded a Contract to provide these services, provided that the requirements of this Article shall apply.

M. Termination for Improper Consideration

1. County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against the Contractor as it could pursue in the event of default by the Contractor.

2. The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861. Such fraud may also be reported via e-mail to fraud@auditor.co.la.ca.us and by mail to Los Angeles County Fraud Hotline, 1000 South Fremont Avenue, Unit 51, Alhambra, California 91803-4737.

3. Among other items, such improper consideration may take the form of cash; discounts; services; or the provision of travel, entertainment, or tangible gifts.

N. Warranty Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial

or selling agencies maintained by the Contractor for the purpose of securing business.

2. For breach or violation of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from this Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

O. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, directives, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.

2. Contractor shall indemnify and hold the County harmless from and against any and all liability costs, damages, expenses, including, but not limited to, defense costs and attorney's fees arising from any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, directives, or ordinances.

P. Legal Status of Contractor's Personnel at Facility

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

Q. No Payment for Services Following Expiration or Termination of Contract

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

Contractor. This provision shall survive the expiration or other termination of this Contract.

R. Limitation of the County's Obligation Due to Non-appropriation of Funds

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.

2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3. In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or work shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such nonallocation at the earliest possible date.

S. Gratuitous Work

The Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with Exhibit B, Section 2.CC, Changes and Amendments of Terms, such work shall be deemed to be a gratuitous effort by the Contractor, and the Contractor shall have no claim, therefore, against the County.

T. Assignment by Contractor

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which the Contractor may have against the County.

2. Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of this Contract, which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default of the Contractor.

U. Subcontracting

1. No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the Director, at the Director's sole and absolute discretion. Any attempt by the Contractor to subcontract any performance of the terms of this Contract without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.

2. In the event the County should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.

3. In the event the County should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

4. Any third-party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.

5. No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. The Contractor shall, at all times, be personally responsible for the performance of this Contract.

V. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

W. Notice of Delay

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay

the timely performance of this Contract, that party shall, within one day, give notice thereof, including all relevant information with respect thereto, to the other party.

X. Record Retention and Inspection/Audit Settlement

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

1. In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

2. Failure on the part of the Contractor to comply with any of the provisions of this paragraph X shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds

that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in its sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subsection X.4 relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, other time and employment records, and proprietary data and information shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in the County, provided that if any such materials and information is located outside the County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

Y. <u>Validity</u>

If any portion, provision, or part of this Contract is held, determined or adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Contract, and (to the extent allowed by law) shall not affect the validity or enforceability of such remaining portions, provisions, or parts.

Z. Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach of such provision. Failure of the County to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

AA. Default and Termination

1. Default

a. The County may, subject to the provisions of subsection c (pertaining to defaults of subcontractors) below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:

i. If the Contractor has materially breached this Contract; or

ii. If the Contractor fails to perform the work within the time specified herein or any extension thereof; or

iii. If the Contractor fails to perform any of the other provisions of this Contract or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of five working days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.

b. In the event the County terminates this Contract in whole or in part pursuant to this subsection, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar goods and services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

c. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight

embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

d. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause or the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to this Exhibit's Section 2.AA.3, Termination for Convenience.

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

f. As used herein, the terms "subcontractor" and "subcontractors" mean persons, companies, corporations, or other organizations furnishings supplies, services of any nature, equipment, or materials to Contractor, at any tier, under oral or written agreement.

2. <u>Default for Insolvency</u>

The County may terminated this Contract forthwith for default in the event of the occurrence of any of the following:

a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.

b. The filing of a voluntary petition to have the Contractor declared bankrupt.

c. The appointment of a Receiver or Trustee for the Contractor.

d. The execution by the Contractor of an assignment for the benefits of creditors.

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

3. Termination for Convenience

It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County shall be the sole judge; however, and notwithstanding:

a. The County may at any time terminate this Contract, or any portion thereof, without liability (except as hereinafter provided) by delivering to the Contractor written notice specifying the desired termination date at least 30 days in advance thereof.

b. If this Contract is terminated, the Contractor shall, within 30 days of the Notice of Termination, complete those items of work which are in various stages of completion, which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by the Contractor under this Contract shall be delivered to the County upon request and shall become the property of the County.

4. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Requirements

Failure of the Contractor to maintain compliance with the requirements set forth in this Exhibit's Section 2.F, "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 calendar days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board may terminate this Contract pursuant to Paragraph AA.1 "Default," of this Section 2, and debar the Contractor pursuant to County Code Chapter 2.202.

BB. Notification

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

Chief Deputy Director
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

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

CC. Changes and Amendments of Terms

The County reserves the right to change any portion of the work required under this Contract, or amend such terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

1. For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.

2. For any revision which materially affects the Scope of Work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor or if delegated by the Board, the Director and the Contractor.

3. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time provided; however, the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.

4. The Board or the County's Chief Administrative Officer may require the addition and/or change of certain contract terms and conditions during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the Board or the Chief Administrative Officer. To implement such changes, an amendment or change order will be prepared by Public Works for execution by the Contractor and the Director.

DD. Confidentiality

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, State, and County laws, regulations, ordinances, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

EE. Contractor's Charitable Activities Compliance

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

FF. Budget Reduction

The County reserves the right to renegotiate the terms of this Contract to reduce the Contractor's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Contract as provided herein.

# SECTION 3

# GENERAL CONDITIONS OF CONTRACT WORK

A. Labor

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

B. Public Convenience

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

C. Cooperation

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

D. Care and Protection of Facilities

The Contractor shall recognize that any damage to Public Works facilities from Contractor negligence shall, to Public Works' satisfaction, be repaired at the Contractor's expense. The Contractor shall be responsible for the security of any and all of Public Works facilities in its care. The Contractor shall provide protection against vandalism, accidental, or malicious damage, both during working and nonworking hours.

E. Equipment, Labor, Supervision, and Materials

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

F. Permits/Licenses

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

G. Quality of Work

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

H. Quantities of Work

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

I. Cooperation and Collateral Work

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

J. Authority of Public Works and Inspection

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

K. Safety Requirements

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

L. Public Safety

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

M. Work Area Controls

The Contractor shall comply with all applicable laws and regulations. The Contractor shall maintain work area in a neat, orderly, clean, and safe manner. The Contractor shall avoid spreading out equipment excessively. Location and

layout of all equipment and materials at each jobsite will be subject to the Director's approval.

N. Transportation

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

O. Storage of Material and Equipment

The Contractor shall not store material or equipment at the jobsite, except as might be specifically outlined in other sections. Public Works will not be liable or responsible for any damage, by whatever means, or for the theft of the Contractor's material or equipment from any jobsite.

P. Jobsite Safety

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

Q. Labor Law Compliance

The Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor. The Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

R. Overtime

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

S. Prohibition Against Use of Child Labor

1. The Contractor shall:

   a. Not knowingly sell or supply to the County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;

b. Upon request by the County, provide the country/countries of origin of any products, goods, supplies, or other personal property the Contractor sells or supplies to the County;

c. Upon request by the County, provide to the County the manufacturer's certification of compliance with all international child labor conventions; and

d. Should the County discover that any products, goods, supplies, or other personal property sold or supplied by the Contractor to the County are produced in violation of any international child labor conventions, the Contractor shall immediately provide an alternative, compliant source of supply.

2. Failure by the Contractor to comply with provisions of this clause will be grounds for immediate cancellation of this Contract.

# SECTION 4

# INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between the County and the Contractor.

The Contractor understands and agrees that all persons furnishing services to the County pursuant to this Contract are, for all purposes, including, but not limited to, Workers' Compensation liability, employees solely of the Contractor and not of the County.

The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of the Contractor pursuant to this Contract.

B. Indemnification

The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract, including, but not limited to, claims or damages for property damage, personal injury, death, claims, or damages under the Comprehensive Environmental Response, Compensation, and Liability Act, the California Health & Safety Code or pursuant to any Federal, State, or local environmental law, regulation or mandate, administrative or judicial. The Contractor shall not be obligated to indemnify the County for the active negligence of the County.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Section 4, Paragraph B (above), and to the extent allowed by law, the Contractor agrees to defend, indemnify and hold harmless the County, its Special Districts, officers, employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of the Contractor, its subcontractors or the County, attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify the County, and hold harmless includes all investigations and

proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. The Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of the County. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by the Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:

   a. Specifically identify this Contract.

   b. Clearly evidence all coverage required in this Contract.

   c. Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.

   d. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its Special Districts, officials, officers, and employees as insureds for all activities arising from this Contract.

   e. Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to the County or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3. Insurer Financial Rating - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.

4. Failure to Maintain Coverage - Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend the Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

5. Notification of Incidents, Claims, or Suits - The Contractor shall report to the County's Contract Manager:

   a. Any accident or incident relating to work performed under the Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.

   b. Any third-party claim or lawsuit filed against the Contractor arising from or related to work performed by the Contractor under this Contract.

   c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."

   d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to the Contractor under the terms of this Contract.

E. <u>Compensation for County Costs</u>

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

F. <u>Insurance Coverage Requirements for Subcontractors</u>

The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor; or

2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following (can be met by a combination of primary and excess insurance coverage):

| | | |
|---|---|---|
| a. | General Aggregate: | $2 million |
| b. | Products/Completed Operations Aggregate: | $1 million |
| c. | Personal and Advertising Injury: | $1 million |
| d. | Each Occurrence: | $1 million |

2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage).

3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other State for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the Contractor is responsible.

4. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

| | | |
|---|---|---|
| a. | Each Accident: | $1 million |
| b. | Disease - policy limit: | $1 million |
| c. | Disease - each employee: | $1 million |

5. As a condition precedent to its performance pursuant to this Contract, the Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the

Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

## SECTION 5

## CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

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

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

D. If there is evidence that the Contractor may be subject to debarment, Public Works will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have

the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

I. These terms shall also apply to subcontractors of the Contractor.

# SECTION 6

## CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

A. Contract Subject to Jury Service Program

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

B. Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employee deposit any fees received for such jury service with the Contractor or that the Contractor deducts from the employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity, which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when this Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an

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

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

## SECTION 7

## LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

A. This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

B. The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

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

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

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

E. The above penalties shall also apply if the Contractor is no longer eligible for certification as a result of a change of its status and the Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

## SECTION 8

## SAFELY SURRENDERED BABY LAW PROGRAM

A. Notice to Employees Regarding the Safely Surrendered Baby Law

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

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

# SECTION 9

# COMPLIANCE WITH LIVING WAGE PROGRAM

A. Living Wage Program

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

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "employer" as defined under the Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), Contractor shall pay its employees no less than the applicable hourly living wage rate, as set forth immediately below, for the employees' services provided to the County, including, without limitation, "travel time" as defined below in subsection 5 of this Section 9.B under this Contract:

   a. Not less than $9.46 per hour if, in addition to the per-hour wage, Contractor contributes less than $1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents; or

   b. Not less than $8.32 per hour if, in addition to the per-hour wage, Contractor contributes at least $1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents. Contractor will be deemed to have contributed $1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than $1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its employees the higher hourly living wage rate.

2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for the County under this Contract. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Living Wage Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which

are provided to the County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.

4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "employer", or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by the County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.

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

C. <u>Contractor's Submittal of Certified Monitoring Reports</u>

1. Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list

all of Contractor's employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each employee. All certified monitoring reports shall be submitted on forms provided by the County, or any other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

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

During the term of this Contract, if the Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including, but not limited to, any violation or claim pertaining to wages, hours, and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operation in California.

E. County Auditing of Contractor Records

1. Upon a minimum of 24 hours' written notice, the County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports.

2. Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under this Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's employees are working. Contractor shall also distribute County-provided notices to each of its employees at

least once per year. Contractor shall translate into Spanish and any other language spoken by a significant number of employees the posters and handouts.

G. Enforcement and Remedies

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

2. Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to the County after the date it is due, or if the report submitted does not contain all of the required information, is inaccurate, or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

   a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

   b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time. The liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages in the amount of $100 per monitoring report for each day until the County has been provided with a properly prepared, complete, and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

   c. Termination: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

3. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

   a. Withholding Payment: If Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

   b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time. The liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages of $50 per employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

   c. Termination: Contractor's failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

4. Debarment: In the event Contractor breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

H. <u>Use of Full-Time Employees</u>

Contractor shall assign and use full-time employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing

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

I. Contractor Retaliation Prohibited

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

J. Contractor Standards

During the term of the Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by the County, Contractor shall demonstrate to the satisfaction of the County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

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

**EXHIBIT C**

Department of the Treasury
**Internal Revenue Service**
# Notice 1015

(Rev. December 2005)

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

### What Is the EIC?
The EIC is a refundable tax credit for certain workers.

### Which Employees Must I Notify About the EIC?
You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.
**Note:** *You are encouraged to notify each employee whose wages for 2005 are less than $37,263 that he or she may be eligible for the EIC.*

### How and When Must I Notify My Employees?
You must give the employee one of the following:
- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2006.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at **www.irs.gov**.

### How Will My Employees Know If They Can Claim the EIC?
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2005 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

### How Do My Employees Claim the EIC?
Eligible employees claim the EIC on their 2005 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2005 and owes no tax but is eligible for a credit of $799, he or she must file a 2005 tax return to get the $799 refund.

### How Do My Employees Get Advance EIC Payments?
Eligible employees who expect to have a qualifying child for 2006 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.



Cat. No. 20599I

EXHIBIT D.1

# No shame.

# No blame.

# No names.

**Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.**

**In Los Angeles County:**
**1-877-BABY SAFE**
**1-877-222-9723**
**www.babysafela.org**

**State of California**
Gray Davis, Governor

**Health and Human Services Agency**
Grantland Johnson, Secretary

**Department of Social Services**
Rita Saenz, Director

**Los Angeles County Board of Supervisors**
Gloria Molina, Supervisor, First District
Yvonne Braithwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

## How does it work?

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

## What if a parent wants the baby back?

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

## Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

## Does the parent have to call before bringing in the baby?

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

## Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

## What happens to the baby?

The baby will be examined and given medical treatment if needed. Then the baby will be placed in a pre-adoptive home.

## What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

## A baby's story

At 6:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

*It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.*

EXHIBIT D.3

# Sin pena.
# Sin culpa.
# Sin peligro.

**Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.**

## En el Condado de Los Angeles:
## 1-877-BABY SAFE
## 1-877-222-9723
## www.babysafela.org

**Estado de California**
Gray Davis, Gobernador

**Agencia de Salud y Servicios Humanos**
*(Health and Human Services Agency)*
Grantland Johnson, Secretario

**Departamento de Servicios Sociales**
*(Department of Social Services)*
Rita Saenz, Directora

**Consejo de Supervisores del Condado de Los Angeles**
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa tambien esta apoyada por First 5 LA y INFO LINE de Los Angeles.

### ¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

### ¿Cómo funciona?

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

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

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

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

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

### ¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

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

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

### ¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

### ¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

### ¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

### Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.**

*Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.*

EXHIBIT E.1

# LOS ANGELES COUNTY
# DEPARTMENT OF PUBLIC WORKS

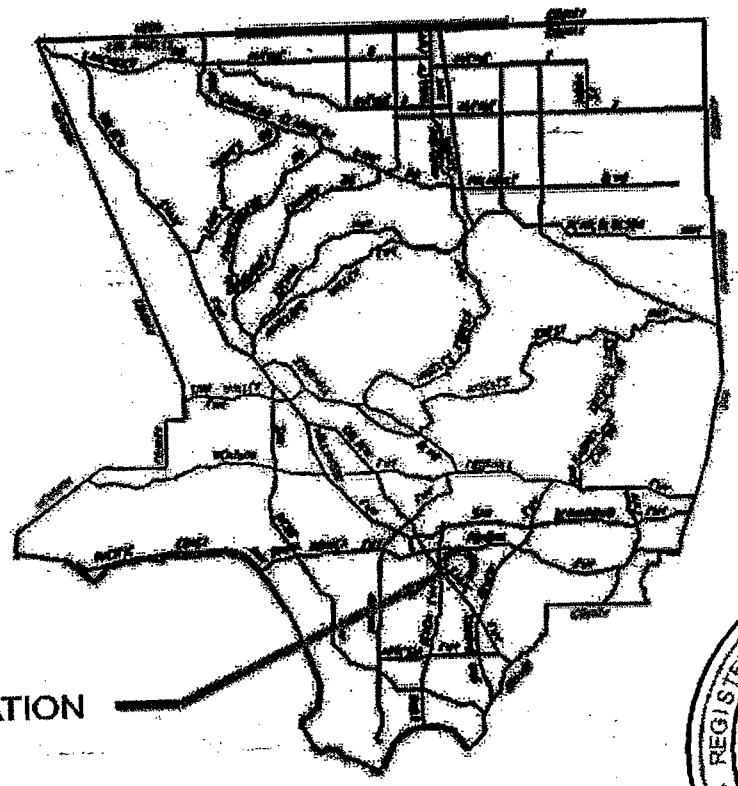
## PROJECT ID NO. RMD4106002

PRIME CONTRACTOR LICENSE REQUIRED: NONE

## CITY TERRACE AREA

STREET SWEEPING

TOTAL LENGTH: 94.0 CURB MILES
5.7 PASS MILES




VICINITY MAP

No Scale

REGISTERED PROFESSIONAL ENGINEER
SHAILESH R. PATEL
C 58158
EXP. 08/30/2006
CIVIL
STATE OF CALIFORNIA

INDEX OF SHEETS


| | | |
|---|---|---|
| SHT | 1 | Title Sheet |
| SHTS | 2-15 | Location Maps |
| SHTS | 16-17 | Alleys |
| SHTS | 18 | Posted Times & Notes |


APPROVED JAMES A. NOYES DIRECTOR OF PUBLIC WORKS

BY DEPUTY DIRECTOR

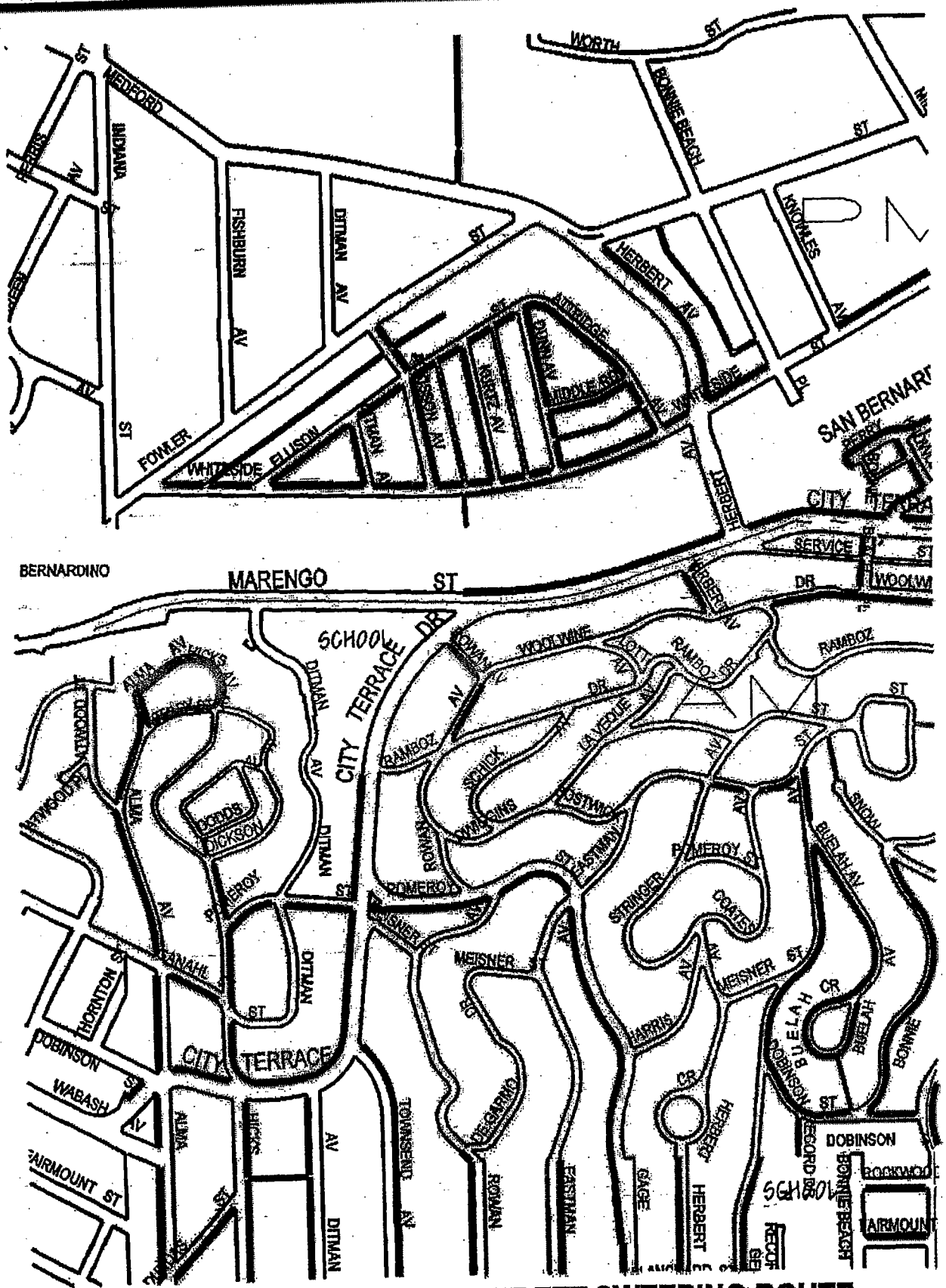
RECOMMENDED

ASST. DEPUTY DIRECTOR-RD.MAINT.DIV. DATE

REVIEWED

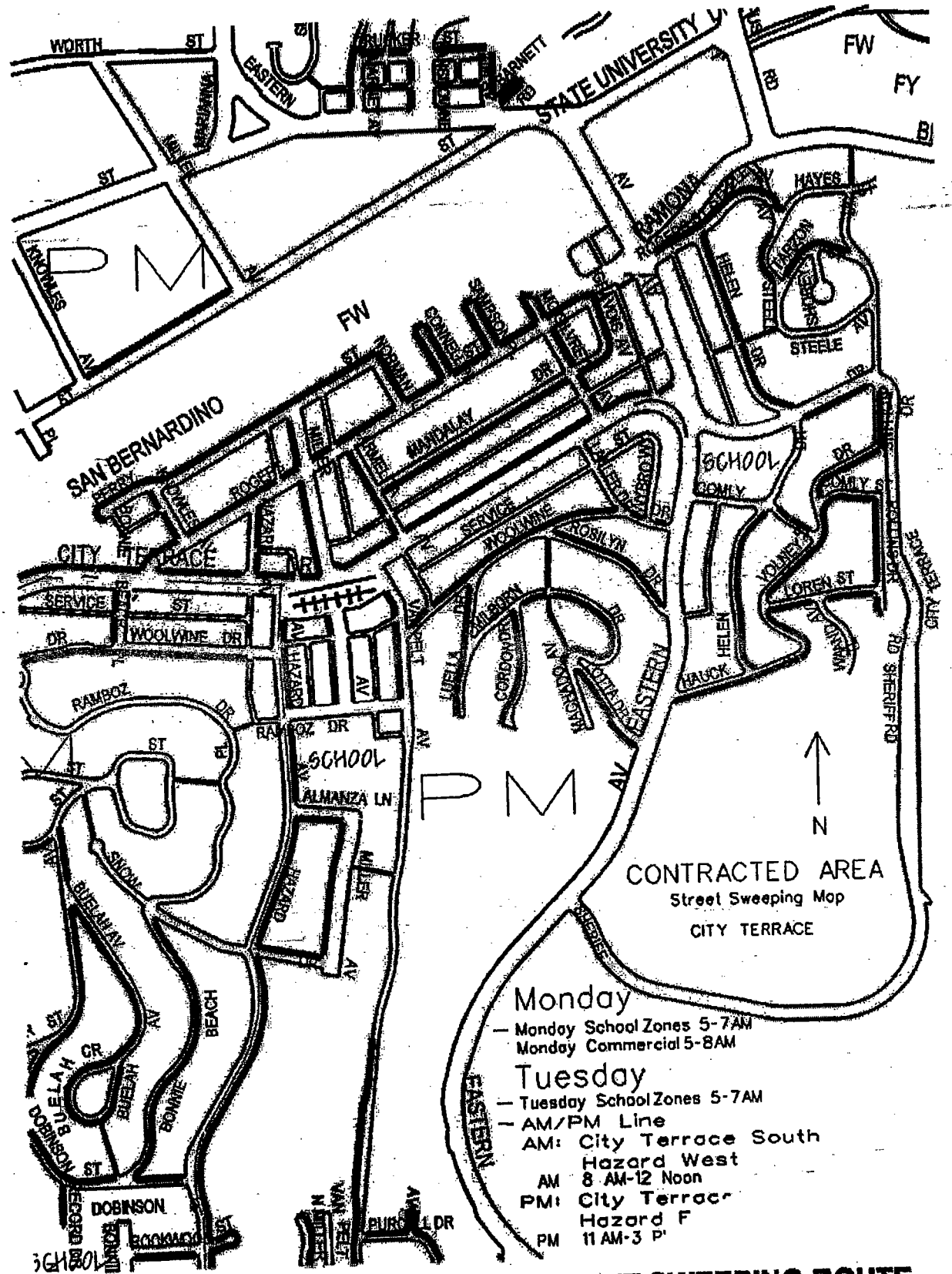
DISTRICT ENGINEER-RD.MAINT.DIST. 4 DATE

| | | | | | | |
|---|---|---|---|---|---|---|
| PROJECT NAME | CITY TERRACE STREET SWEEPING | | | | | PROJECT I.D. No. RMD4106002 |
| PROJECT ENGINEER | S. PATEL | C.E. NO 58158 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4 | T.G. 635 | FILENAME 142SS | SCALE NONE / SHEET 1 OF 18 |



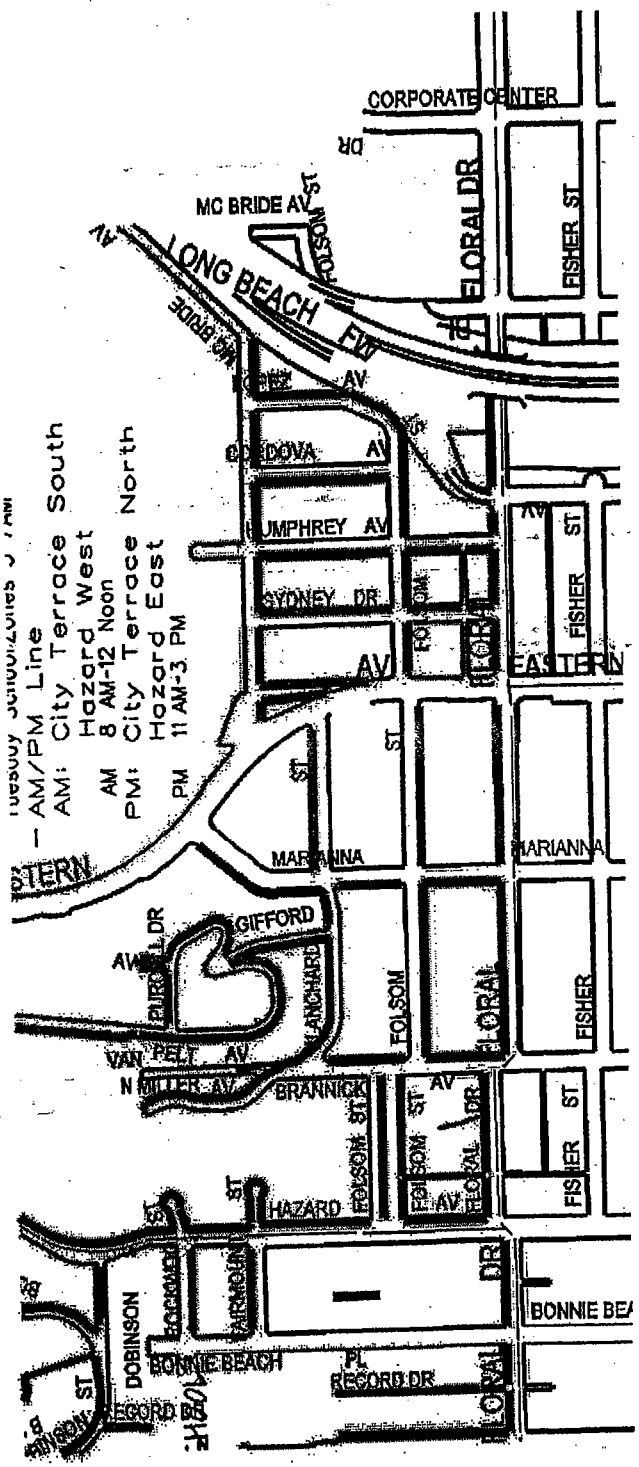

**MONDAY STREET SWEEPING ROUTE**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| PROJECT NAME | CITY TERRACE STREET SWEEPING (MONDAY) | | | | | | PROJECT I.D. No. RMD4106002 |
| PROJECT ENGINEER | S. PATEL | C.E. NO 58158 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4 | T.G. 635 | FILENAME 14253 | SCALE NONE | SHEET 2 OF 18 |



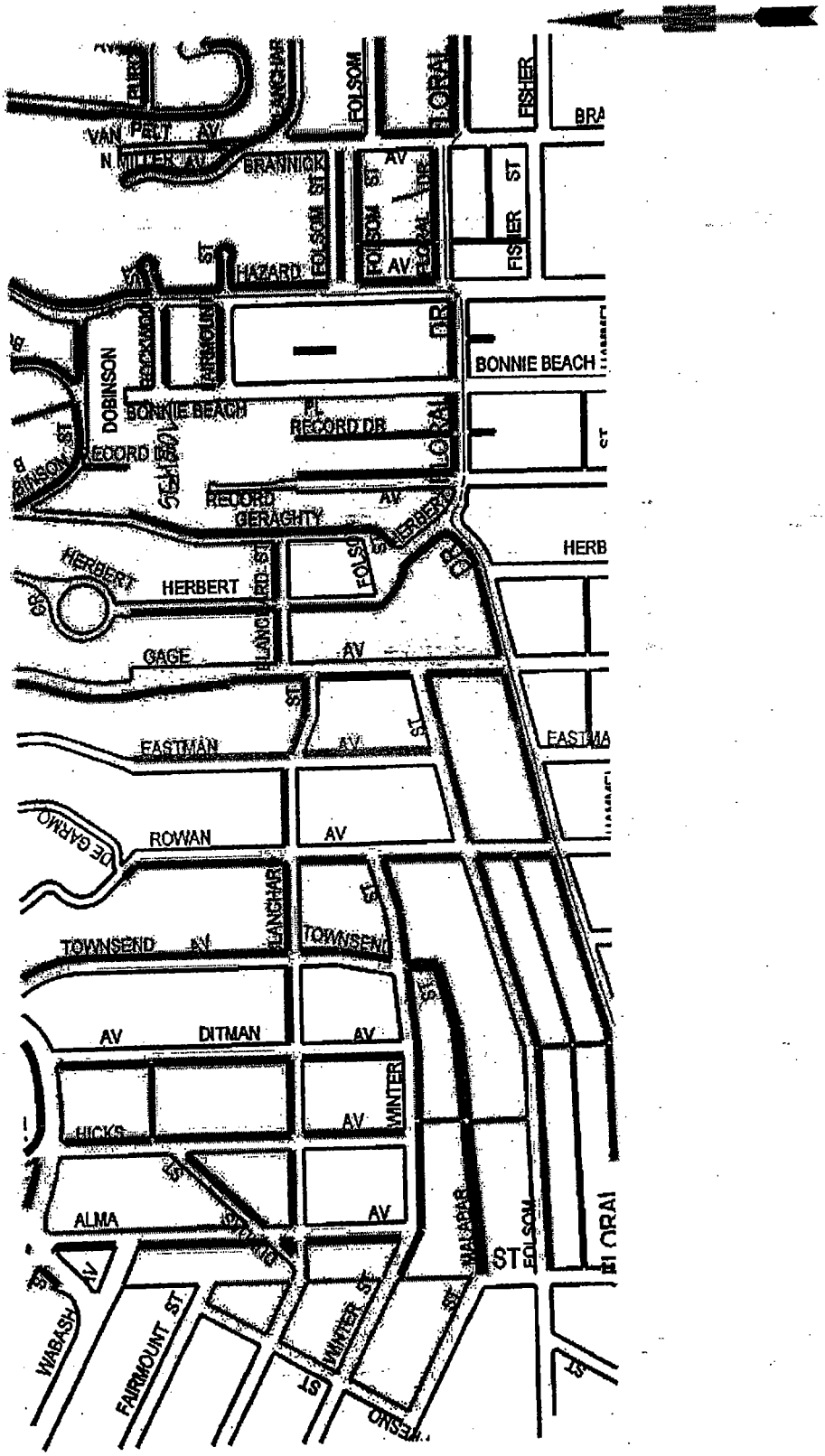

## MONDAY STREET SWEEPING ROUTE

| | | | | | | |
|---|---|---|---|---|---|---|
| PROJECT NAME | CITY TERRACE STREET SWEEPING (MONDAY) | | | | | PROJECT I.D. No. RMD4106002 |
| PROJECT ENGINEER | S. PATEL | C.E. No. 58158 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4 | T.G. 635 | FILENAME 14255 | SCALE NONE | SHEET 3 OF 18 |



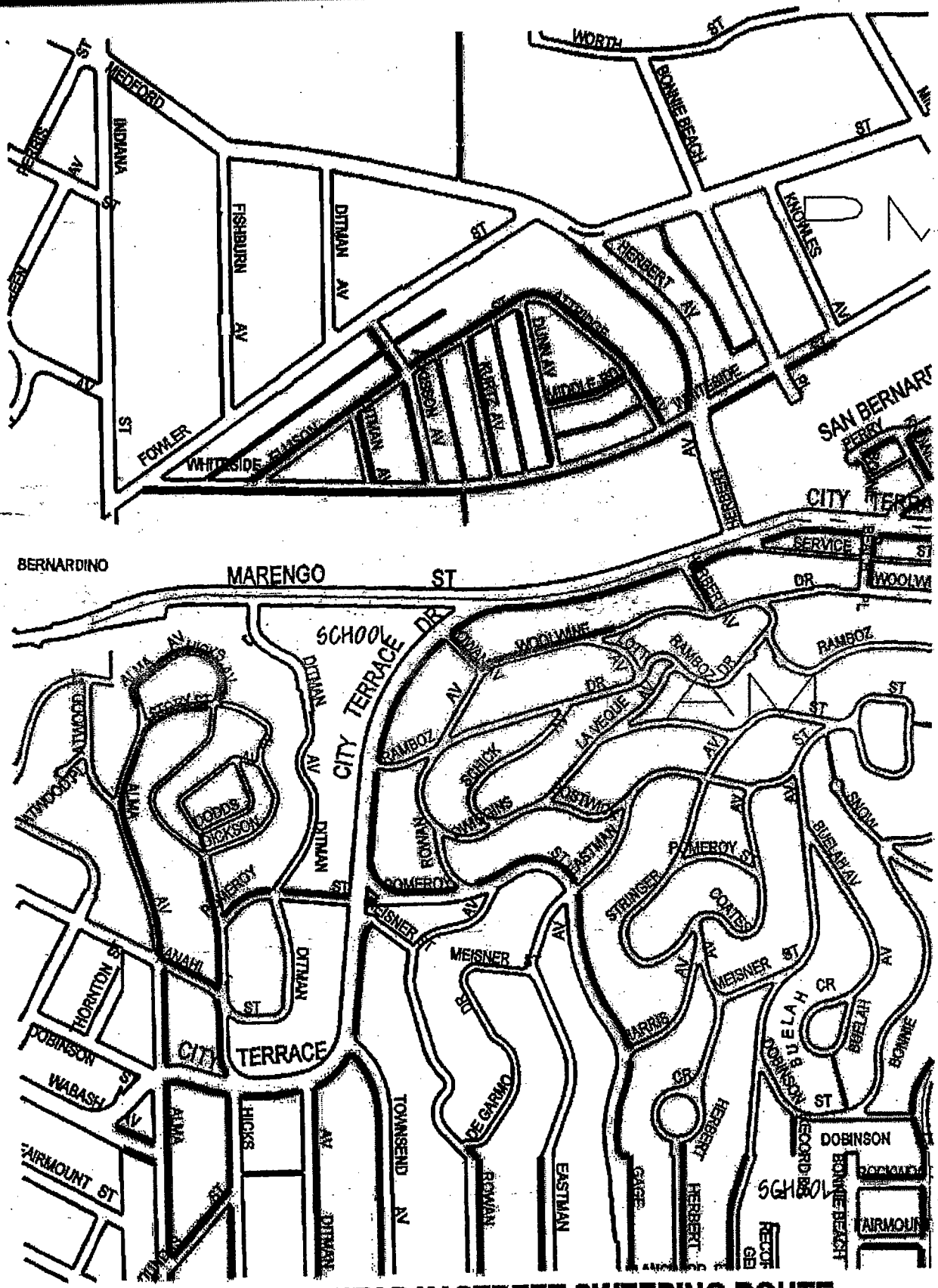

## MONDAY STREET SWEEPING ROUTE

| | | | | | | |
|---|---|---|---|---|---|---|
| PROJECT NAME | CITY TERRACE STREET SWEEPING (MONDAY) | | | | | PROJECT I.D. No. RMD4106002 |
| PROJECT ENGINEER | S. PATEL | C.E. No. 58158 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4 | T.G. 635 | FILENAME 142SS | SCALE NONE | SHEET 4 OF 18 |



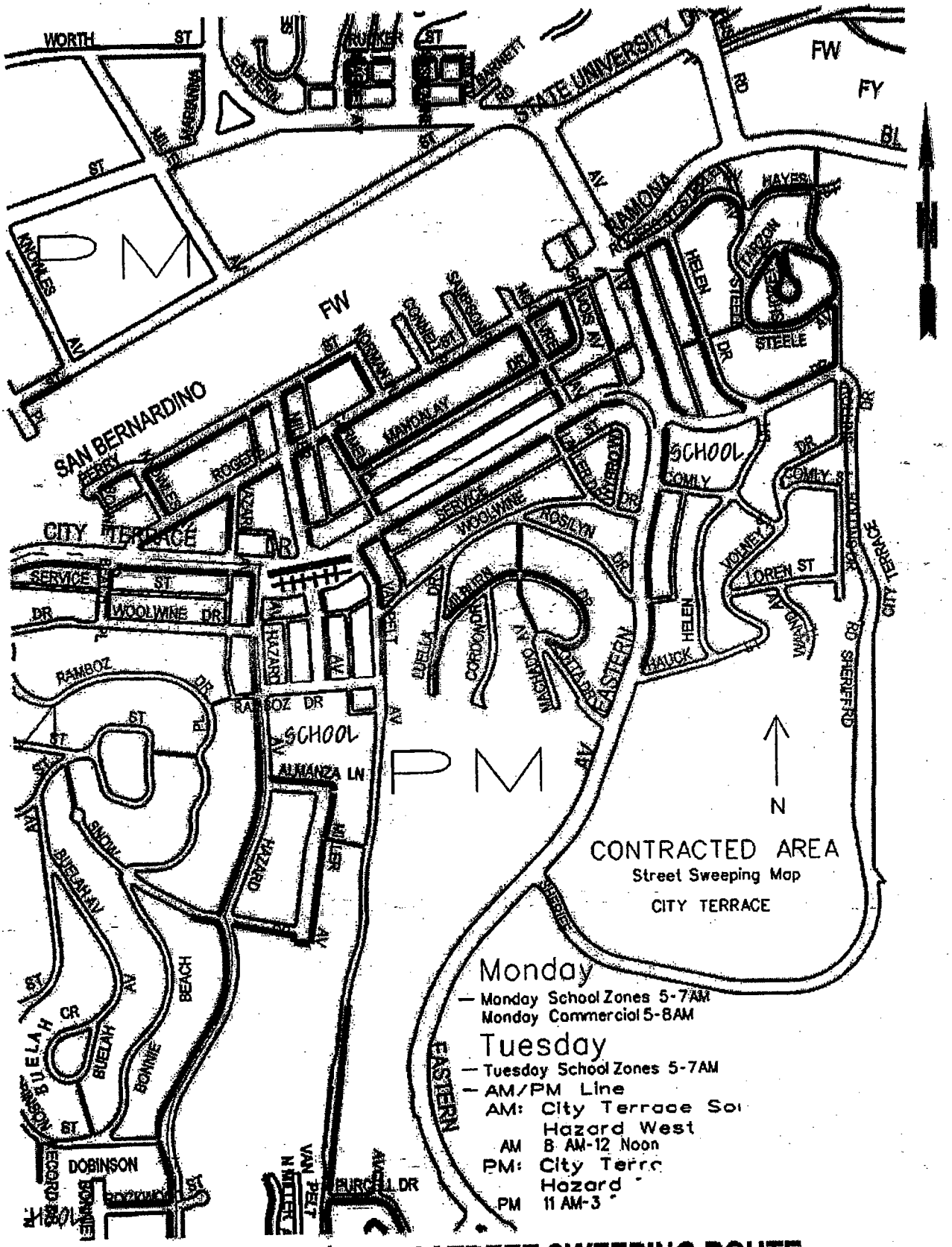

## MONDAY STREET SWEEPING ROUTE

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| PROJECT NAME | CITY TERRACE STREET SWEEPING (MONDAY) | | | | | PROJECT I.D. No. RMD4106002 | |
| PROJECT ENGINEER | S. PATEL | C.E. No. 58158 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4 | T.G. 635 | FILENAME 142SS | SCALE NONE | SHEET 5 OF 18 |

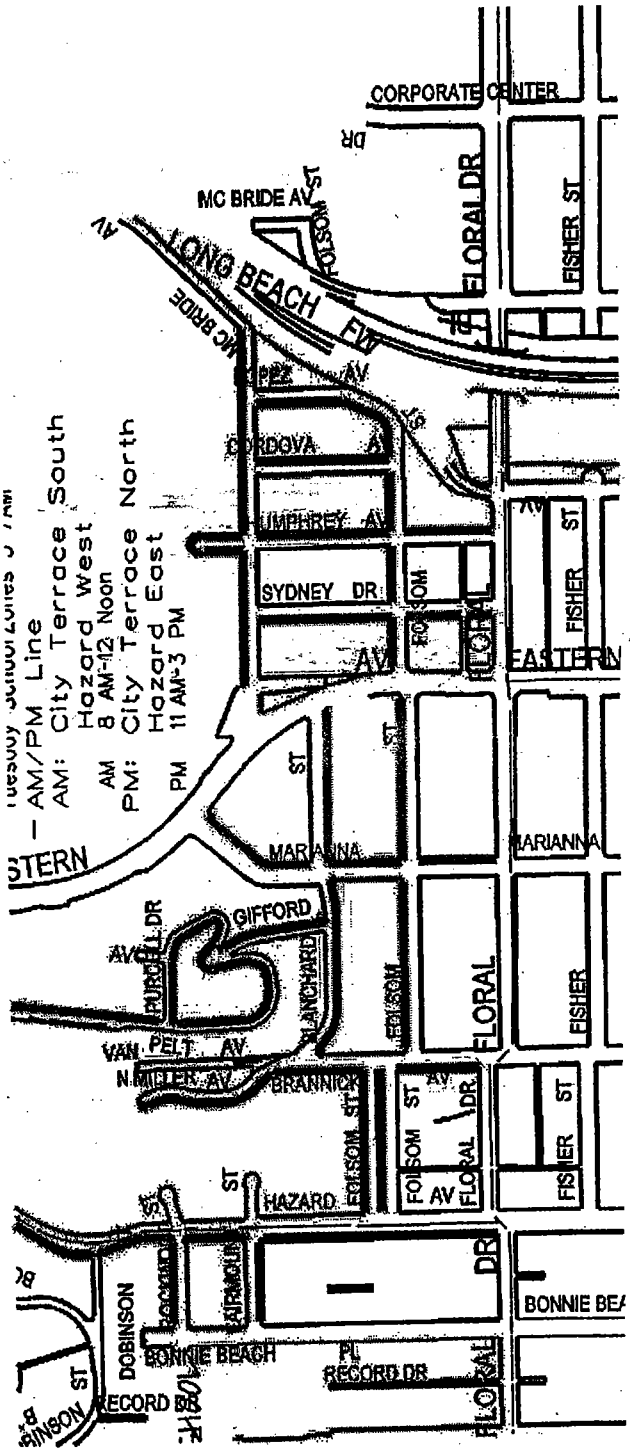



**TUESDAY STREET SWEEPING ROUTE**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| PROJECT NAME | CITY TERRACE STREET SWEEPING (TUESDAY) | | | | | | PROJECT I.D. No. RMD4106002 |
| PROJECT ENGINEER | S. PATEL | C.E. No. 58158 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4 | T.G. 635 | FILENAME 14255 | SCALE NONE | SHEET 8 OF 18 |

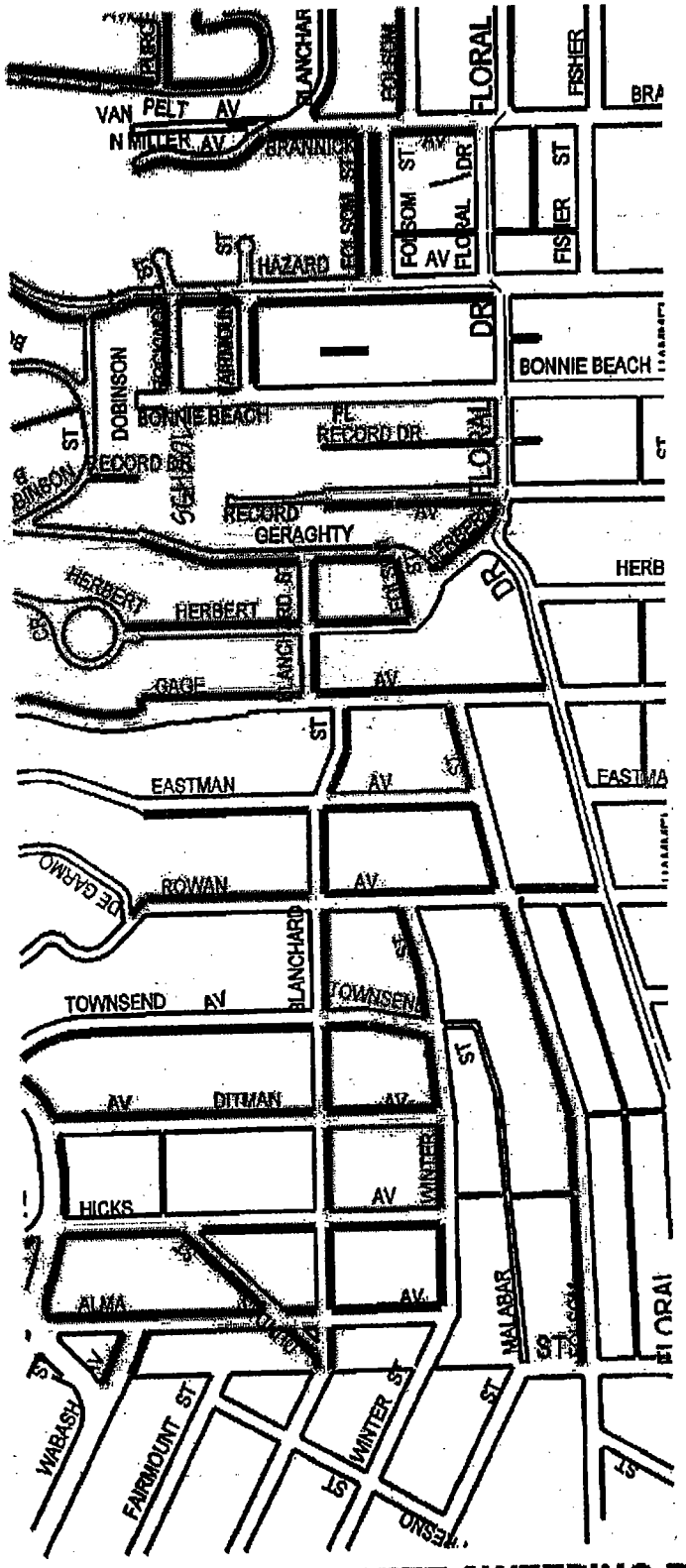



| | | | | | | |
|---|---|---|---|---|---|---|
| PROJECT NAME | CITY TERRACE STREET SWEEPING (TUESDAY) | | | | | PROJECT I.D. No. RMD4106002 |
| PROJECT ENGINEER | S. PATEL | C.E. NO 58158 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4 | T.G. 635 | FILENAME 142SS | SCALE NONE | SHEET 7 OF 18 |



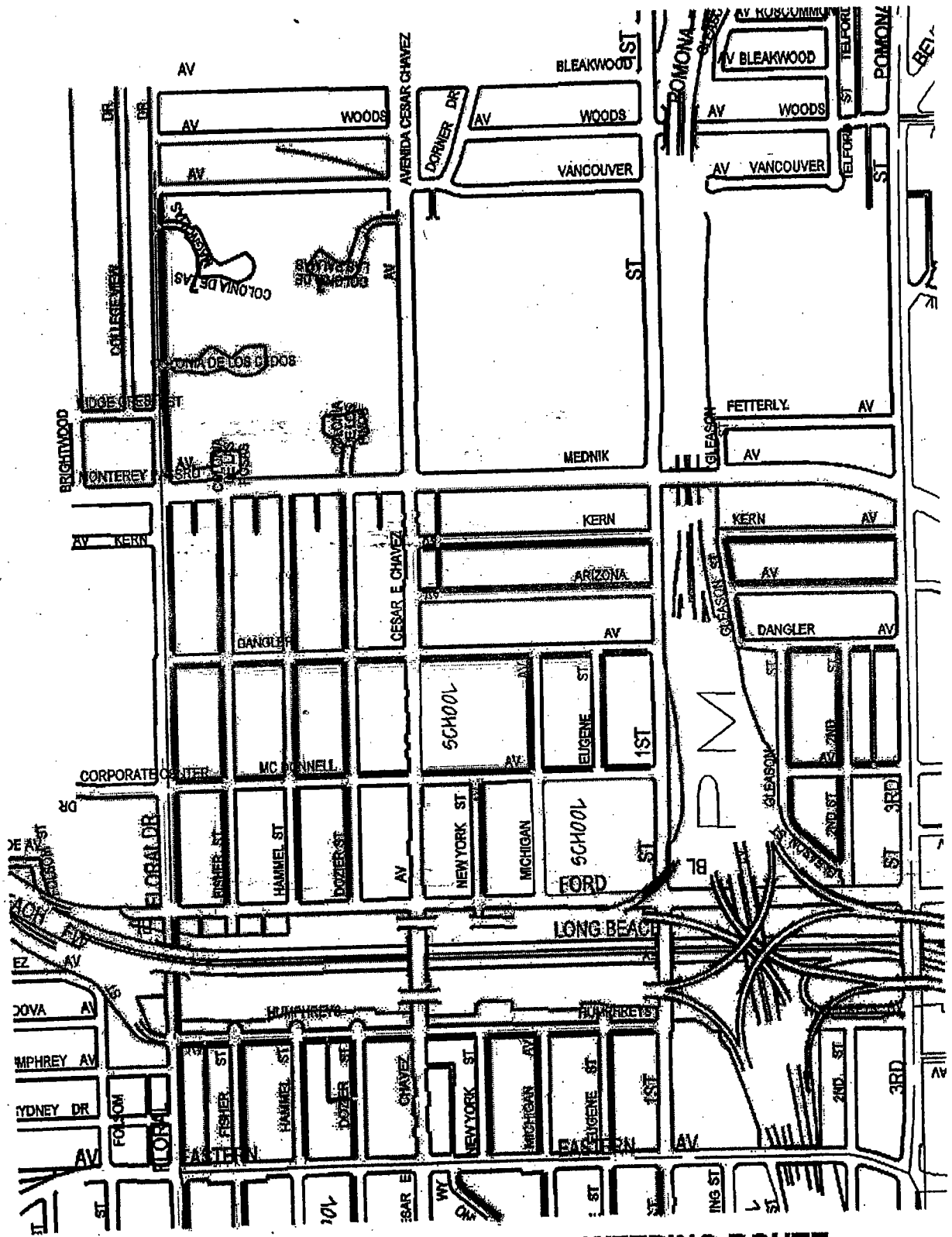

## TUESDAY STREET SWEEPING ROUTE

| | | | | | | |
|---|---|---|---|---|---|---|
| PROJECT NAME | CITY TERRACE STREET SWEEPING (TUESDAY) | | | | | PROJECT I.D. No. RMD4106001 |
| PROJECT ENGINEER | S. PATEL | C.E. No. 58158 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4 | T.G. 635 | FILENAME 1/4265 | SCALE NONE | SHEET 8 OF 18 |



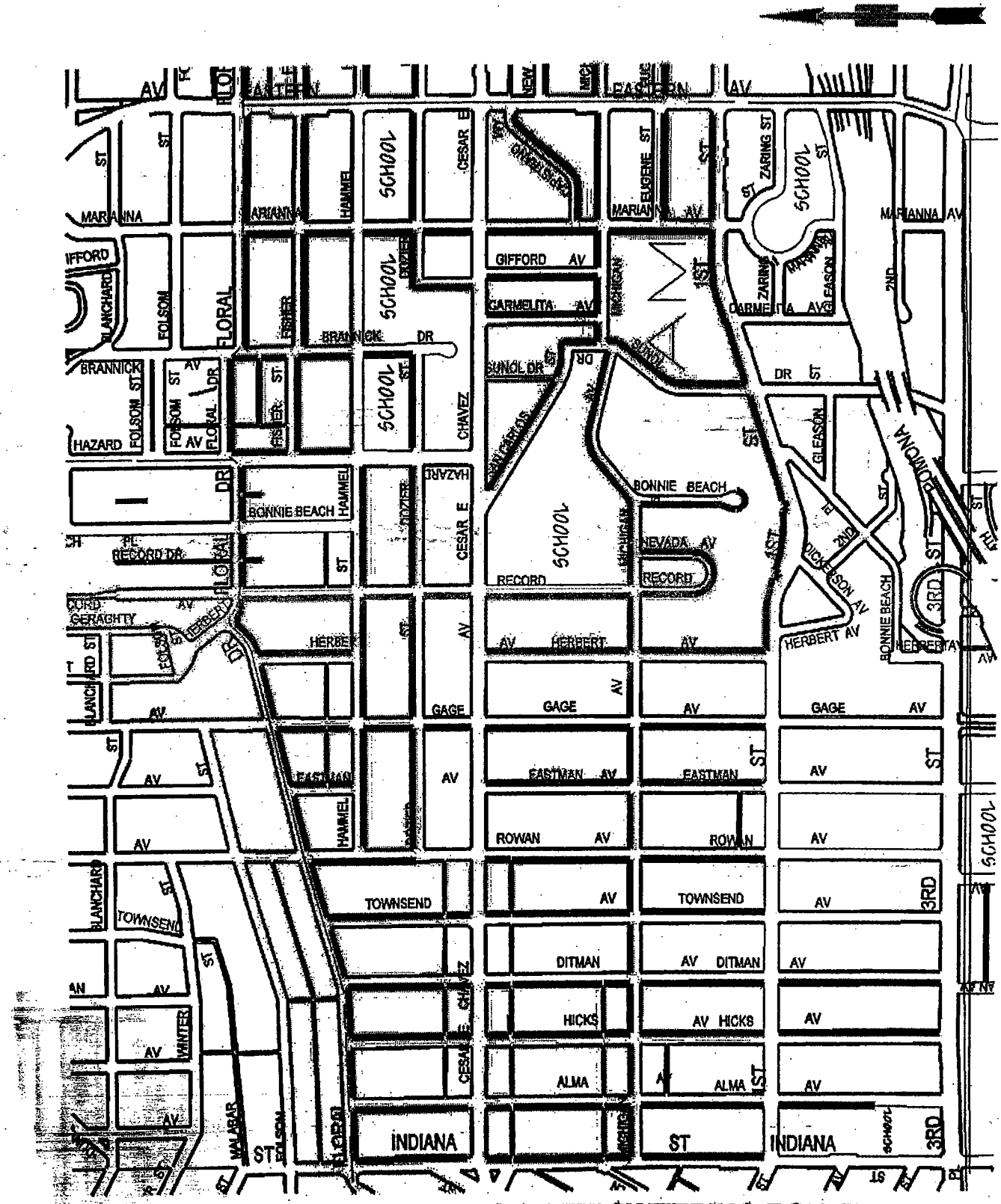

TUESDAY STREET SWEEPING ROUTE

| | | | | | | |
|---|---|---|---|---|---|---|
| PROJECT NAME | CITY TERRACE STREET SWEEPING (TUESDAY) | | | | | PROJECT I.D. No. RMD4106002 |
| PROJECT ENGINEER | S. PATEL | C.E. No. 58158 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4 | T.G. 635 | FILENAME 14258 | SCALE NONE | SHEET 9 OF 18 |



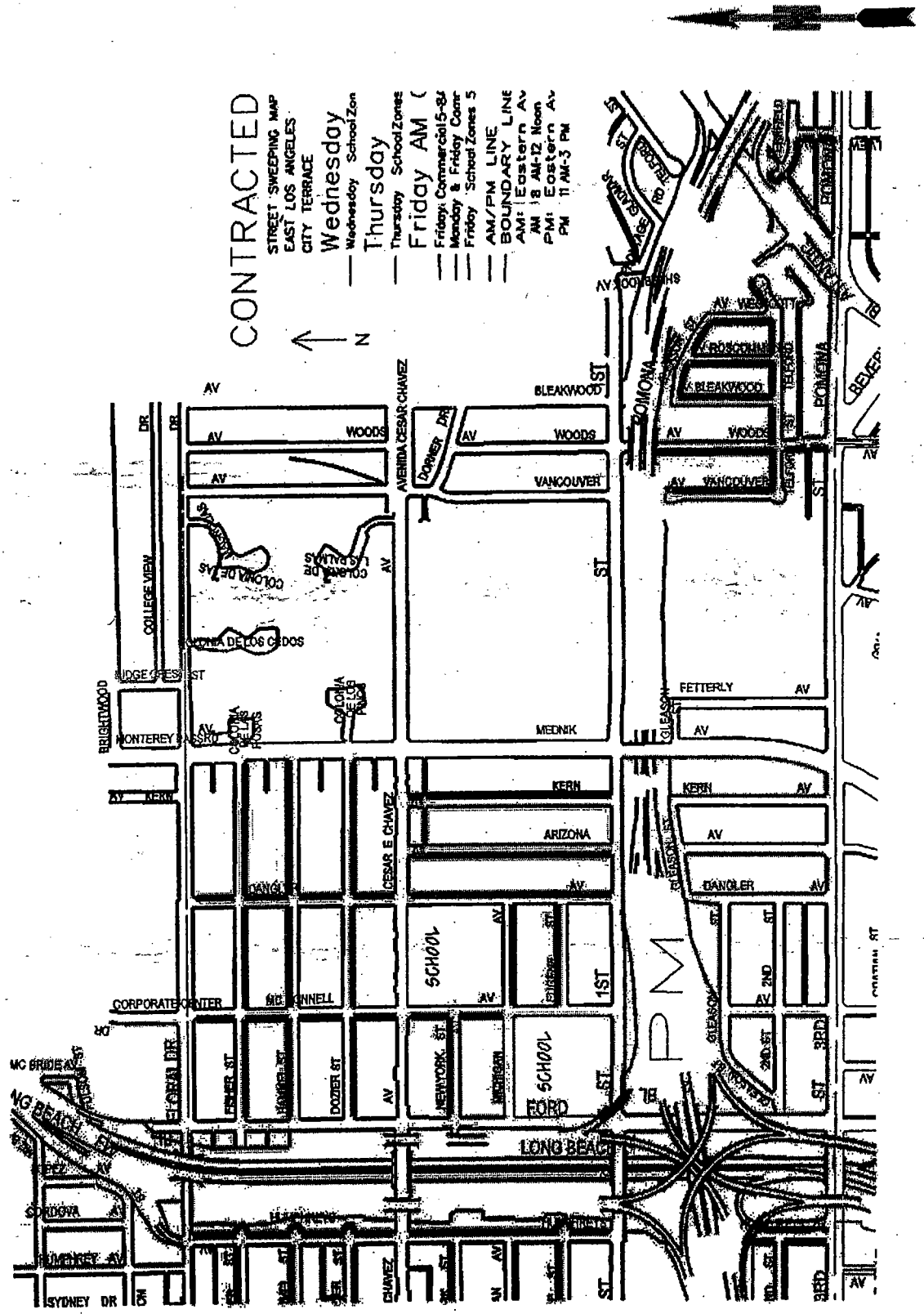

## WEDNESDAY STREET SWEEPING ROUTE

| | | | | | | |
|---|---|---|---|---|---|---|
| PROJECT NAME | CITY TERRACE STREET SWEEPING (WEDNESDAY) | | | | | PROJECT I.D. NO. RMD4106002 |
| PROJECT ENGINEER | S. PATEL | C.E. NO. 58158 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4 | T.G. 635 | FILENAME 142SS | SCALE NONE | SHEET 10 OF 18 |



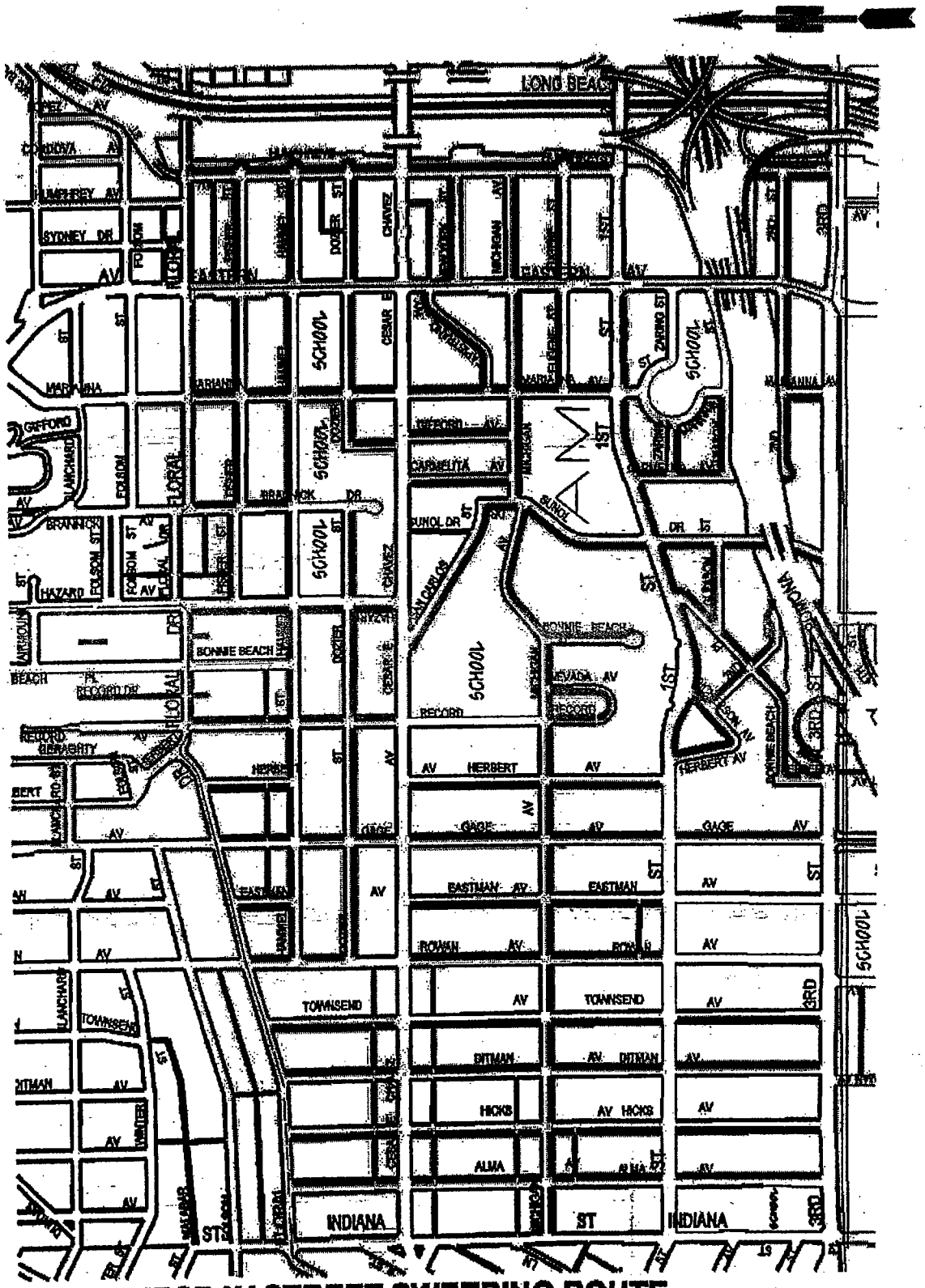

WEDNESDAY STREET SWEEPING ROUTE

| | | | | | | |
|---|---|---|---|---|---|---|
| PROJECT NAME | CITY TERRACE STREET SWEEPING (WEDNESDAY) | | | | PROJECT I.D. No. RMD4106002 | |
| PROJECT ENGINEER | S. PATEL | C.E. NO. 58158 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4 | T.G. 635 | FILENAME 142SS | SCALE NONE | SHEET 11 OF 18 |



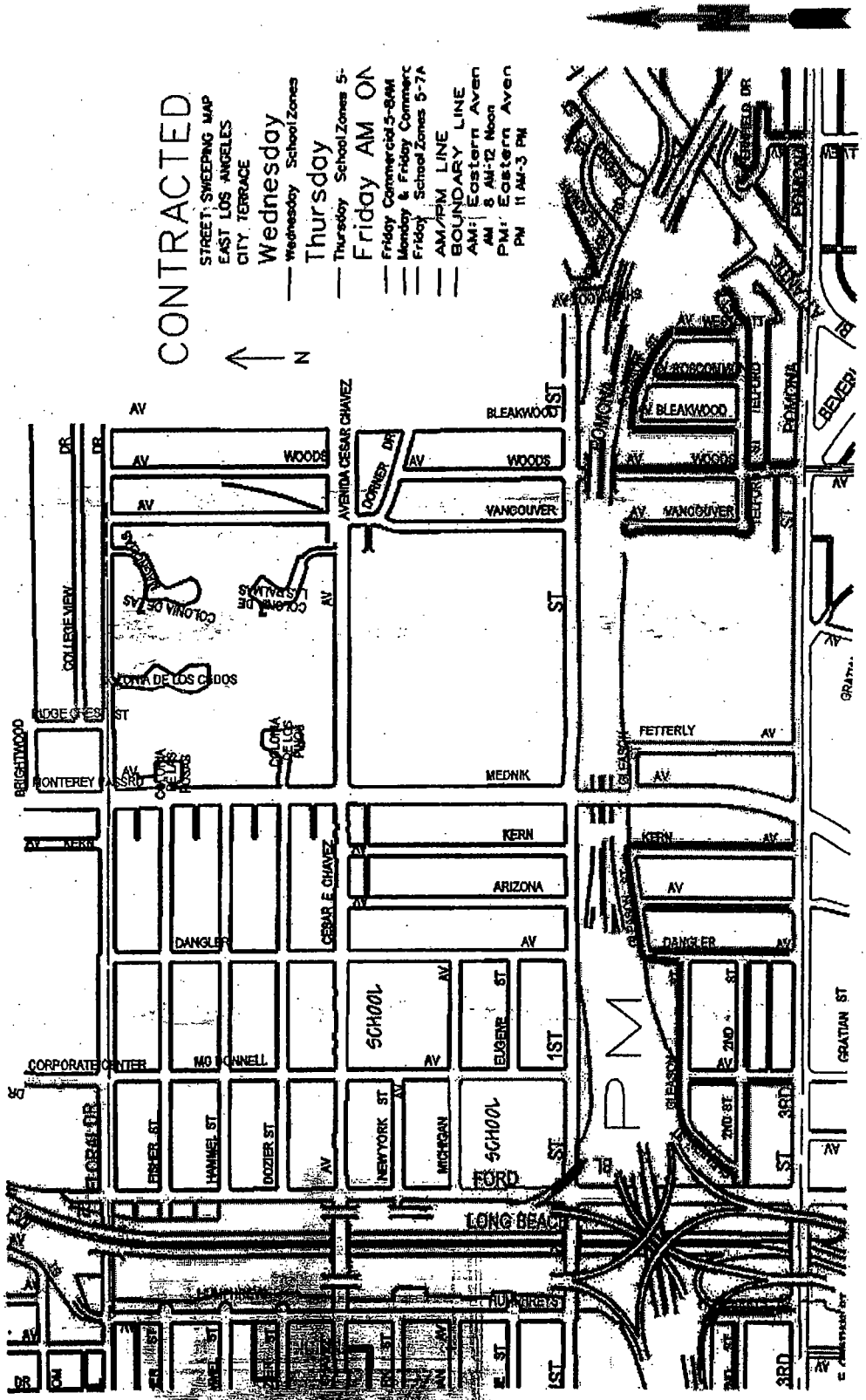

## THURSDAY STREET SWEEPING ROUTE

| | | | | | | |
|---|---|---|---|---|---|---|
| PROJECT NAME | CITY TERRACE STREET SWEEPING (THURSDAY) | | | | | PROJECT I.D. No. RMD4106002 |
| PROJECT ENGINEER | S. PATEL | C.E. NO. 58158 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4 | T.G. 635 | FILENAME 14255 | SCALE NONE | SHEET 12 OF 18 |



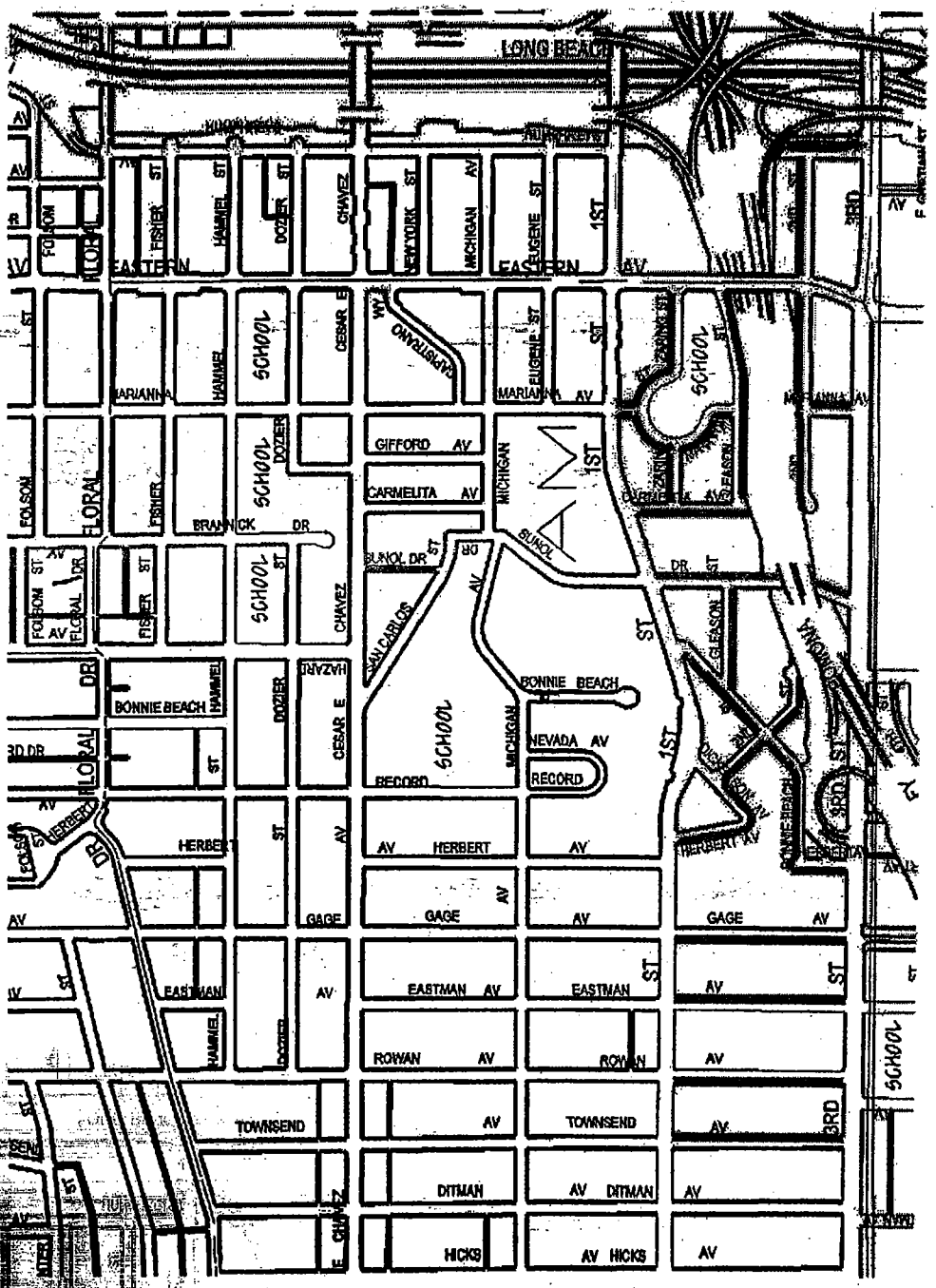

THURSDAY STREET SWEEPING ROUTE

| | | | | | | |
|---|---|---|---|---|---|---|
| PROJECT NAME | CITY TERRACE STREET SWEEPING (THURSDAY) | | | | | PROJECT I.D. No. RMD4106002 |
| PROJECT ENGINEER | S. PATEL | C.E. No. 50158 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4 | T.G. 635 | FILENAME 142SS | SCALE NONE | SHEET 13 OF 18 |




FRIDAY STREET SWEEPING ROUTE

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| PROJECT NAME | CITY TERRACE STREET SWEEPING (FRIDAY) | | | | | PROJECT I.D. No. | RMD4106002 |
| PROJECT ENGINEER | S. PATEL | C.E. No. 58158 | LOS ANGELES COUNTY DEPT. OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4 | T.G. 635 | FILENAME 14255 | SCALE NONE | SHEET 14 OF 18 |




# FRIDAY STREET SWEEPING ROUTE

| | | | | | |
|---|---|---|---|---|---|
| PROJECT NAME | CITY TERRACE STREET SWEEPING (FRIDAY) | | | PROJECT I.D. No. RMD4106002 | |
| PROJECT ENGINEER | S. A. PA[illegible] | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4 | T.G. 635 | FILENAME 14255 | SCALE NONE | SHEET 15 OF 18 |

# ALLEYS
(To be swept weekly)

| ALLEY LOCATION | LIMITS | PASS MILES |
|---|---|---|
| Alley S/o Floral Dr | 150' W/o Humphreys Av / Humphreys Av | 0.03 |
| Alley N/o Michigan Av | 165' E/o Hicks Av / Ditman Av | 0.03 |
| Alley N/o Dozier St | 220' W/o Mednik Av / 37' W/o Mednik Av | 0.03 |
| Alley W/o Bonnie Bch Pl | 334' S/o Medford St / Medford St | 0.06 |
| Alley N/o Dozier St | 335' W/o Humphreys Av / Humphreys Av | 0.06 |
| Alley N/o Dozier St | 37' W/o Mednik Av / Mednik Av | 0.01 |
| Alley S/o Floral Dr | 390' W/o Brannick Av / Brannick Av | 0.07 |
| Alley N/o 3Rd St | 485' W/o Woods Av / Woods Av | 0.09 |
| Alley S/o Fowler St | Adkisson Av / 825' E/o Adkisson Av | 0.16 |
| Alley N/o Pomona Bl | Alley E/o Atlantic Bl / Hillview Av | 0.09 |
| Alley S/o Ramboz Dr | Alley E/o Miller Av / Van Pelt Av | 0.03 |
| Alley E/o Miller Av | Alley N/o City Terce Dr / Rogers St | 0.07 |
| Alley W/o Tim Av | Alley N/o Eastern Av / Drucker St | 0.03 |
| Alley E/o Marney Av | Alley N/o Eastern Av / S Drucker St | 0.03 |
| Alley E/o Indiana St | Alley N/o Floral Dr / Folsom St | 0.03 |
| Alley W/o Bonnie Bch Pl | Alley N/o Whiteside St / 485' S/o Medford St | 0.05 |
| Alley W/o Humphreys Av | Alley S/o Cesar Chvz Av / Cesar E Chavz Av | 0.03 |
| Alley W/o Knowles Av | Alley S/o Perry St / Perry St | 0.03 |
| Alley E/o Miller Av | Alley S/o Ramboz Dr / Ramboz Dr | 0.03 |
| Alley W/o Hazard Av | Alley S/o Woolwine Dr / Woolwine Dr | 0.06 |
| Alley N/o Whiteside St | Alley W/o Bonnie Bch Pl / Bonnie Beach Pl | 0.03 |
| Alley N/o City Terce Dr | Alley W/o Eastern Av / Eastern Av | 0.03 |
| Alley S/o Woolwine Dr | Alley W/o Hazard Av / Hazard Av | 0.03 |
| Alley S/o Perry St | Alley W/o Knowles Av / Knowles Av | 0.04 |
| Alley N/o Eastern Av | Alley W/o Marney Av / Marney Av | 0.03 |
| Alley N/o Floral Dr | Alley W/o Rowan Av / Rowan Av | 0.32 |
| Alley N/o Eastern Av | Alley W/o Tim Av / Tim Av | 0.03 |
| Alley N/o Michigan Av | Alma Av / 165' E/o Hicks Av | 0.09 |
| Alley N/o Cesar Chvz Av | Alma Av / Hicks Av | 0.06 |
| Alley S/o Michigan Av | Alma Av / Hicks Av | 0.06 |
| Alley S/o Cesar Chvz Av | Arizona Av / Kern Av | 0.00 |
| Alley N/o City Terce Dr | Carmelita Av / Mc Gilvrey Av | 0.20 |
| Alley W/o Miller Av | City Terrace Dr / Alley N/o City Terce Dr | 0.03 |
| Alley W/o Eastern Av | City Terrace Dr / Alley S/o Rogers St | 0.11 |
| Alley E/o Eastern Av | City Terrace Dr / Rogers St | 0.17 |
| Alley E/o Eastern Av | Dozier St / Alley N/o Dozier St | 0.03 |
| Alley N/o Whiteside St | Dunn Av / Attridge Av | 0.09 |
| Alley S/o Floral Dr | Eastern Av / 150' W/o Humphreys Av | 0.10 |
| Alley W/o Marney Av | Eastern Av / Alley N/o Eastern Av | 0.03 |
| Alley S/o Cesar Chvz Av | Eastern Av / Alley W/o Humphreys Av | 0.09 |

# ALLEYS

(To be swept weekly)

| ALLEY LOCATION | LIMITS | PASS MILES |
|---|---|---|
| Alley N/o Floral Dr | Eastern Av / Sydney Dr | 0.05 |
| Alley N/o Hammel St | Eastman Av / Gage Av | 0.07 |
| Alley N/o Whittier Bl | Fraser Av / Atlantic Bl | 0.23 |
| Alley N/o Hammel St | Gage Av / Herbert Av | 0.07 |
| Alley S/o Rogers St | Gravois Av / Alley W/o Eastern Av | 0.03 |
| Alley N/o City Terce Dr | Hazard Av / Alley W/o Miller Av | 0.04 |
| Alley S/o City Terce Dr | Hazard Av / Miller Av | 0.05 |
| Alley S/o City Terce Dr | Hicks Av / Ditman Av | 0.07 |
| Alley N/o Cesar Chvz Av | Hicks Av / Rowan Av | 0.19 |
| Alley S/o Cesar Chvz Av | Hicks Av / Townsend Av | 0.12 |
| Alley N/o Pomona Bl | Hillview Av / 435' E/o Hillview Av | 0.08 |
| Alley N/o Michigan Av | Indiana St / Alma Av | 0.06 |
| Alley S/o Cesar Chvz Av | Indiana St / Hicks Av | 0.12 |
| Alley N/o Eastern Av | Lansdowne Av / Alley W/o Tim Av | 0.03 |
| Alley N/o Eastern Av | Marney Av / Lansdowne Av | 0.06 |
| Alley N/o 3Rd St | Mc Donnell Av / Dangler Av | 0.13 |
| Alley N/o City Terce Dr | Mc Gilvrey Av / Alley W/o Eastern Av | 0.06 |
| Alley N/o City Terce Dr | Miller Av / Carmelita Av | 0.07 |
| Alley S/o City Terce Dr | Miller Av / Van Pelt Av | 0.06 |
| Alley E/o Atlantic Bl | Pomona Bl / Fernfield Dr | 0.11 |
| Alley E/o Miller Av | Ramboz Dr / Alley S/o City Terce Dr | 0.09 |
| Alley W/o Miller Av | Ramboz Dr / Alley S/o City Terce Dr | 0.06 |
| Alley E/o Miller Av | Rogers St / Perry St | 0.05 |
| Alley W/o Miller Av | Rogers St / Perry St | 0.05 |
| Alley N/o 1St St | Rowan Av / Eastman Av | 0.06 |
| Alley N/o Beverly Bl | Sadler Av / 1410 E/o Sadler Av | 0.27 |
| Alley E/o Van Pelt Av | Service St / City Terrace Dr | 0.03 |
| Alley N/o Floral Dr | Sydney Dr / Humphreys Av | 0.05 |
| Alley S/o Cesar Chvz Av | Townsend Av / Rowan Av | 0.06 |
| Alley S/o Fowler St | Whiteside St / Adkisson Av | 0.21 |
| Alley E/o Kurtz Av | Whiteside St / Ellison St | 0.14 |
| Alley E/o Adkisson Av | Whiteside St / Ellison St | 0.12 |
| Alley W/o Hazard Av | Woolwine Dr / City Terrace Dr | 0.06 |
| Alley E/o Van Pelt Av | Woolwine Dr / Service St | 0.04 |
| Alley E/o Atlantic Bl | Fernfield Dr / N/o Fernfield Dr | 0.03 |
| Alley N/o Cesar Chvz Av | 220' W/o Mednik Av / Mednik Av | 0.04 |
| Alley N/o Hammel St | W/o Mednik Av / Mednik Av | 0.04 |
| Sunol Dr | San Carlos St / 100' N/o San Carlos St | 0.02 |
| | TOTAL PASS MILES: | 5.66 |

NOTE: ALL CURBED PUBLIC STREETS INCLUDING CURBED MEDIANS AND ALLEYS TO BE SWEPT WEEKLY.

# DAYS AND TIMES

**MONDAY**
SHEETS 2 THROUGH 5

5:00 AM - 7:00 AM
5:00 AM - 8:00 AM
8:00 AM - 12:00 PM
11:00 AM - 3:00 PM

**TUESDAY**
SHEETS 6 THROUGH 9

5:00 AM - 7:00 AM
8:00 AM - 12:00 PM
11:00 AM - 3:00 PM

**WEDNESDAY**
SHEETS 10 & 11

5:00 AM - 7:00 AM
5:00 AM - 8:00 AM
8:00 AM - 12:00 PM
11:00 AM - 3:00 PM

**THURSDAY**
SHEETS 12 & 13

5:00 AM - 7:00 AM
8:00 AM - 12:00 PM
11:00 AM - 3:00 PM

**FRIDAY**
SHEETS 14 & 15

5:00 AM - 8:00 AM
8:00 AM - 12:00 PM

NOTES:

- PUBLIC STREET CURB MILEAGE SUBJECT TO CHANGE
- ALL PUBLIC STREETS AND ALLEYS TO BE SWEPT ONCE PER WEEK AND MUST BE SWEPT WITHIN THE POSTED TIME FRAME

| | | | | | | |
|---|---|---|---|---|---|---|
| PROJECT NAME CITY TERRACE STREET SWEEPING (WEDNESDAY) | | | | | | PROJECT I.O. No. RMD4106002 |
| PROJECT ENGINEER S. PATEL | C.E. No 58158 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4 | T.G. 635 | FILENAME 14259 | SCALE NONE | SHEET 18 OF 18 |

EXHIBIT E.2

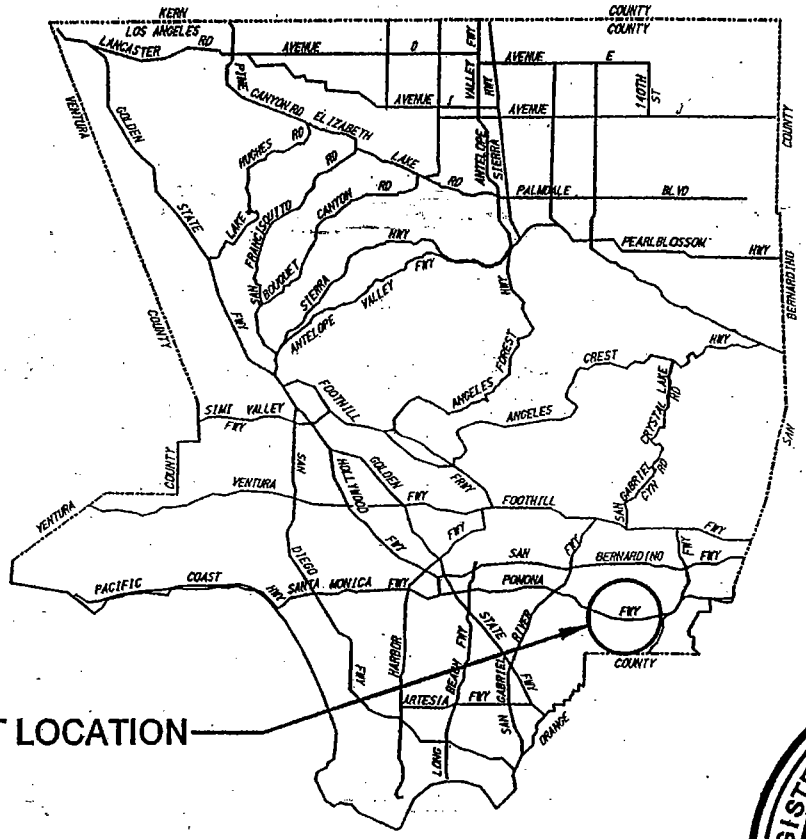
# LOS ANGELES COUNTY
# DEPARTMENT OF PUBLIC WORKS

## PROJECT ID NO. RMD1406002

PRIME CONTRACTOR LICENSE REQUIRED: NONE REQUIRED

## ROWLAND HEIGHTS
## STREET SWEEPING

## TOTAL LENGTH = 198.0 MILES




PROJECT LOCATION

## VICINITY MAP
No Scale

REGISTERED PROFESSIONAL ENGINEER
SAMIA HOURANY
C 54213
EXP. 12/31/07
CIVIL
STATE OF CALIFORNIA

### INDEX OF SHEETS


| | | |
|---|---|---|
| SHEET | 1 | Title Sheet |
| SHEET | 2 - 3 | Location Maps |
| SHEET | 4 - 5 | Summary, Alleys & Medians |


APPROVED Donald Wolfe DIRECTOR OF PUBLIC WORKS

DEPUTY DIRECTOR DATE

SUBMITTED

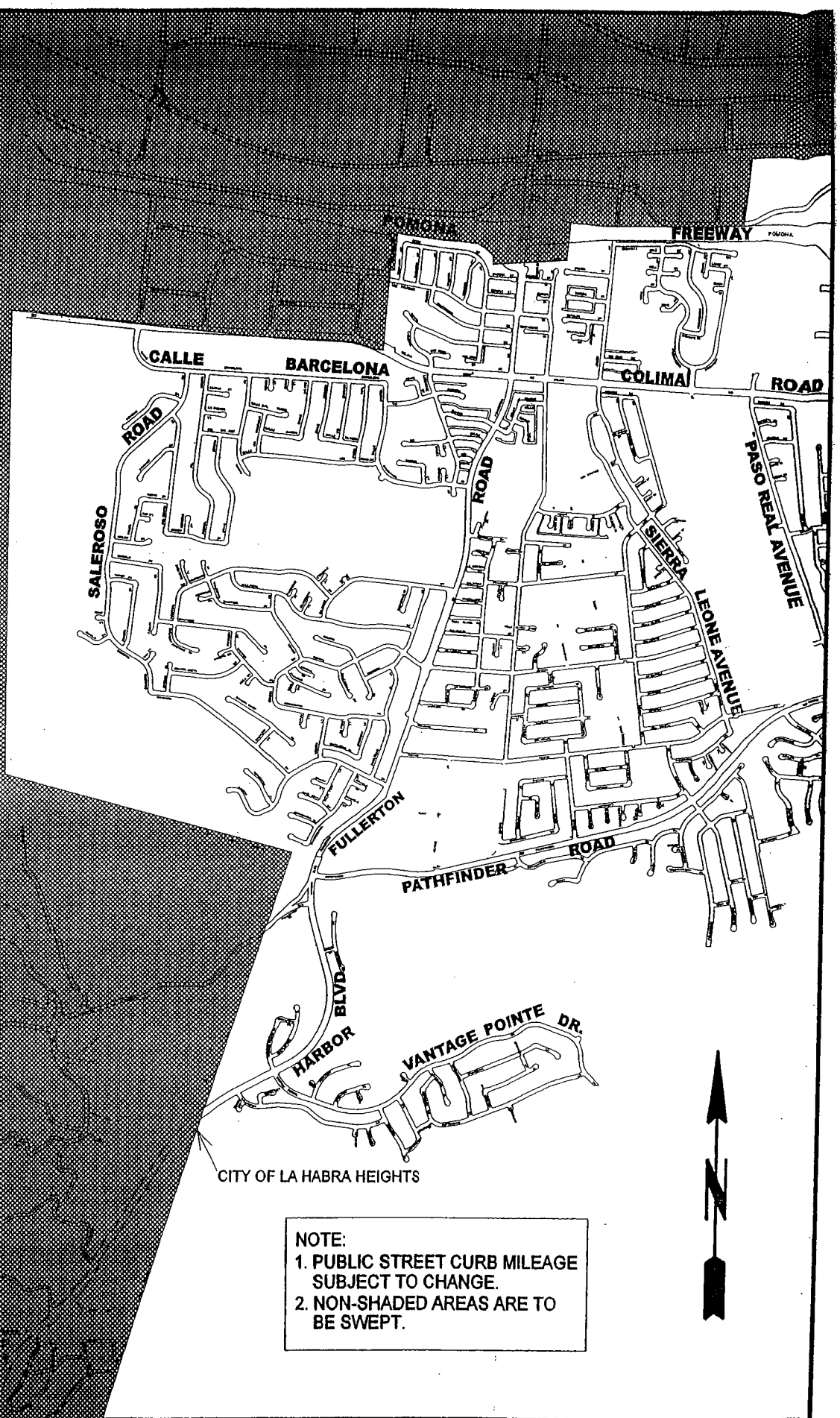
ASST. DEPUTY DIRECTOR-RD.MAINT.DIV. DATE

REFERENCES THOMAS GUIDE 678, 679, 708, 709
ROAD DISTRICT 417

REVIEWED 4-25-06

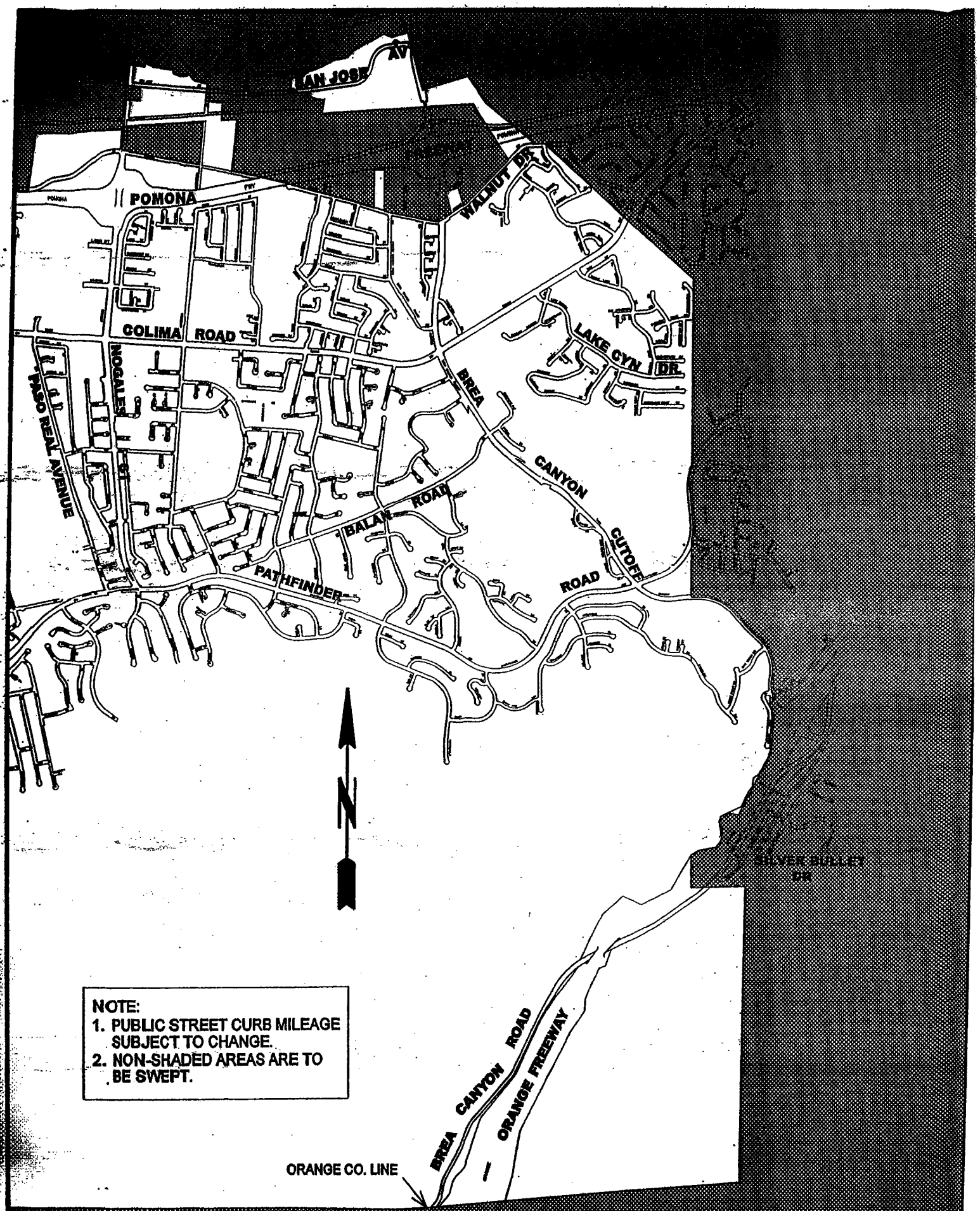
DISTRICT ENGINEER-RD.MAINT.DIST. 1 DATE

| PROJECT ENGINEER | C.E. NO. | DESIGNER | CHECKER | SHEET 1 OF 5 SHTS. |
|---|---|---|---|---|
| S. HOURANY | C 54213 | D. OROZA | N. GEMENIANO | DWG. |




NOTE:
1. PUBLIC STREET CURB MILEAGE SUBJECT TO CHANGE.
2. NON-SHADED AREAS ARE TO BE SWEPT.

| PROJECT NAME | ROWLAND HEIGHTS STREET SWEEPING | | | | | PROJECT I.D. No. RMD1406002 | |
|---|---|---|---|---|---|---|---|
| PROJECT ENGINEER | S. HOURANY | C.E. NO. C 54213 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1 | T.G. 678, 708 | FILENAME | SCALE NONE | SHEET 2 OF 6 |




| PROJECT NAME | ROWLAND HEIGHTS STREET SWEEPING | | | | | PROJECT I.D. No. RMD1406002 | |
|---|---|---|---|---|---|---|---|
| PROJECT ENGINEER | S. HOURANY | C.E. NO. C 54213 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1 | T.G. 679, 709 | FILENAME | SCALE NONE | SHEET 3 OF 5 |

## ALLEYS
(TO BE SWEPT EVERY WEEK)

| ALLEY LOCATION | LIMITS | CURB MILES |
|---|---|---|
| Alley E/o Alberca Drive | Vidora Drive to Alley S/o Vidora Drive | 0.05 |
| Alley E/o Batson Avenue | Vidora Drive to Alley S/o Vidora Drive | 0.06 |
| Alley E/o Fullerton Road | Alley S/o Colima Road to Camino Bello | 0.08 |
| Alley E/o La Cueva Drive | Vidora Drive to S/o Vidora Drive | 0.05 |
| Alley Elo Vivero Drive | Vidora Drive to Alley S/o Vidora Drive | 0.05 |
| Alley N/o Camino Bello | Larkvane Road to Alley W/o Fullerton Road | 0.16 |
| Alley N/o Camino Viejo | Camino Bello to Alley W/o Batson Avenue | 0.04 |
| Alley N/o Crosshaven Drive | Larkvane Road to E/o Larkvane Road | 0.03 |
| Alley N/o Desidia Street | Desidia Street West to Desidia Street East | 0.12 |
| Alley N/o Rio Seco Drive | Jellick Avenue to E/o Jellick Avenue | 0.13 |
| Alley N/o Via Amorosa | Larkvane Road to E/o Larkvane Road | 0.10 |
| Alley N/o Via Calma | Larkvane Road to E/o Larkvane Road | 0.12 |
| Alley N/o Via Dicha | Larkvane Road to E/o Larkvane Road | 0.06 |
| Alley S/o Camino Bello | Camino Bello to S/o Camino Bello | 0.14 |
| Alley S/o Colima Road | Alley E/o Fullerton Road to Batson Avenue | 0.09 |
| Alley S/o Desidia Avenue | Desidia Street West to Desidia Street East | 0.17 |
| Alley S/o Rio Seco Drive | Jellick Avenue to Rio Seco Drive | 0.13 |
| Alley S/o Vidora Drive | Alley E/o Baston Avenue to Alley E/o Alberca Drive | 0.20 |
| Alley W/o Batson Avenue | Camino Bello to Camino Viejo | 0.13 |
| Alley W/o Fullerton Road | Alley N/o Camino Bello to Camino Bello | 0.03 |
| | **TOTAL PAVED ALLEY MILES:** | **1.94** |

## CURBED MEDIANS
## (TO BE SWEPT EVERY WEEK)

| CURB STREET NAME | LIMITS | SIDE | MILES |
|---|---|---|---|
| Brea Canyon Road | S/o Orange Freeway | B/S | 0.89 |
| Brea Canyon Cutoff Road | Colima Road to S/o Colima Road | B/S | 0.39 |
| Colima Road | City of Industry Line to E/o Brea Canyon Cutoff Road | B/S | 1.51 |
| Fairway Drive | Howell Road to U.P.R.R. | B/S | 0.11 |
| Fairway Drive | Walnut Drive to Colima Road | B/S | 0.92 |
| Harbor Boulevard | Pathfinder Road to Orange County Line | B/S | 1.69 |
| Hillrise Drive | Pathfinder Road to S/o Pathfinder Road | B/S | 0.05 |
| Lake Canyon Road | At Colima Road | B/S | 0.02 |
| Nogales Street | S/o Colima Road to Pomona Freeway | B/S | 0.60 |
| Nogales Street | 330' N/o San Jose Ave to San Jose Ave | B/S | 0.14 |
| Nogales Street | 200' S/o San Jose Ave to N/o R.R. | B/S | 0.16 |
| | | TOTAL CURB MILES: | 6.48 |

## SUMMARY OF CURB MILES

| TYPE | CURB MILES |
|---|---|
| Streets and Highways | 189.58 |
| Raised Curbed Medians | 6.48 |
| Paved Alleys | 1.94 |
| TOTAL CURB MILES: | 198.00 |

**NOTE:** ALL CURBED PUBLIC STREETS INCLUDING CURBED MEDIANS AND ALLEYS WITHIN THE NON-SHADED AREAS FOUND ON SHEETS 2 AND 3 ARE TO BE SWEPT WEEKLY.

| PROJECT NAME | ROWLAND HEIGHTS STREET SWEEPING | | | | | PROJECT I.D. No. RMD1406002 | |
|---|---|---|---|---|---|---|---|
| PROJECT | S. HOURANY | C.E. NO. | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS | T.G. | FILENAME | SCALE | SHEET |

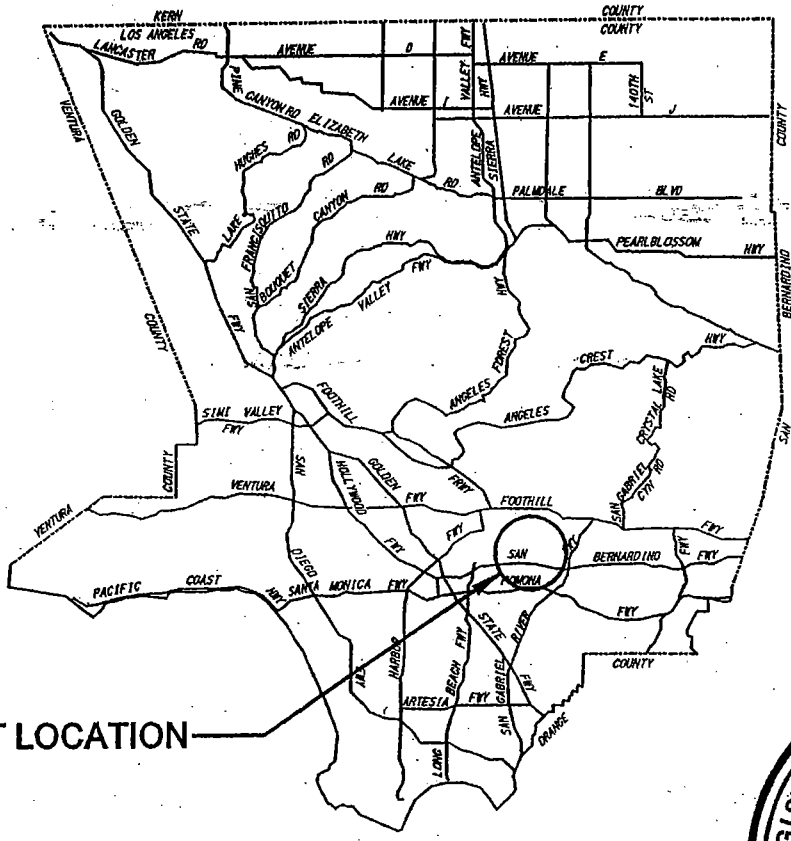
EXHIBIT E.3

# LOS ANGELES COUNTY
# DEPARTMENT OF PUBLIC WORKS

## PROJECT ID NO. RMD1506004
PRIME CONTRACTOR LICENSE REQUIRED: NONE REQUIRED

## RD 119/519 AREA
## STREET SWEEPING

## TOTAL LENGTH = 216.0 MILES




PROJECT LOCATION

## VICINITY MAP
No Scale

REGISTERED PROFESSIONAL ENGINEER
SAMIA HOURANI
C 54213
EXP. 12/31/07
CIVIL
STATE OF CALIFORNIA

### INDEX OF SHEETS


| | | |
|---|---|---|
| SHEET | 1 | Title Sheet |
| SHEET | 2 - 5 | Location Maps |
| SHEET | 6 - 7 | Summary, Alleys & Medians |


APPROVED Donald Wolfe DIRECTOR OF PUBLIC WORKS

DEPUTY DIRECTOR DATE

SUBMITTED

ASST. DEPUTY DIRECTOR-RD.MAINT.DIV. DATE

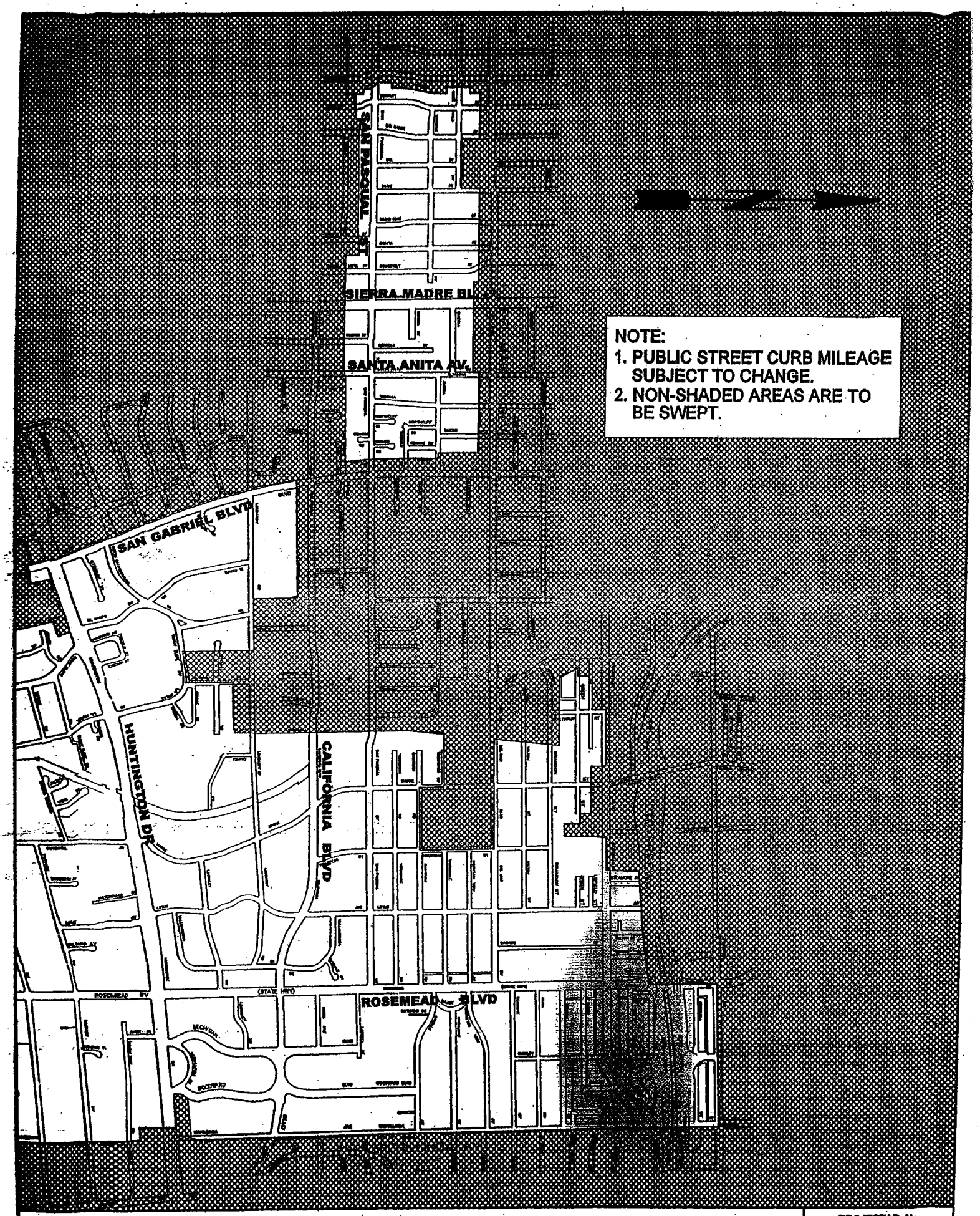
REFERENCES THOMAS GUIDE 566, 567, 596, 597, 636
ROAD DISTRICT 119, 519

REVIEWED David A. Stratton 4-25-06
DISTRICT ENGINEER-RD.MAINT.DIST. 1 DATE

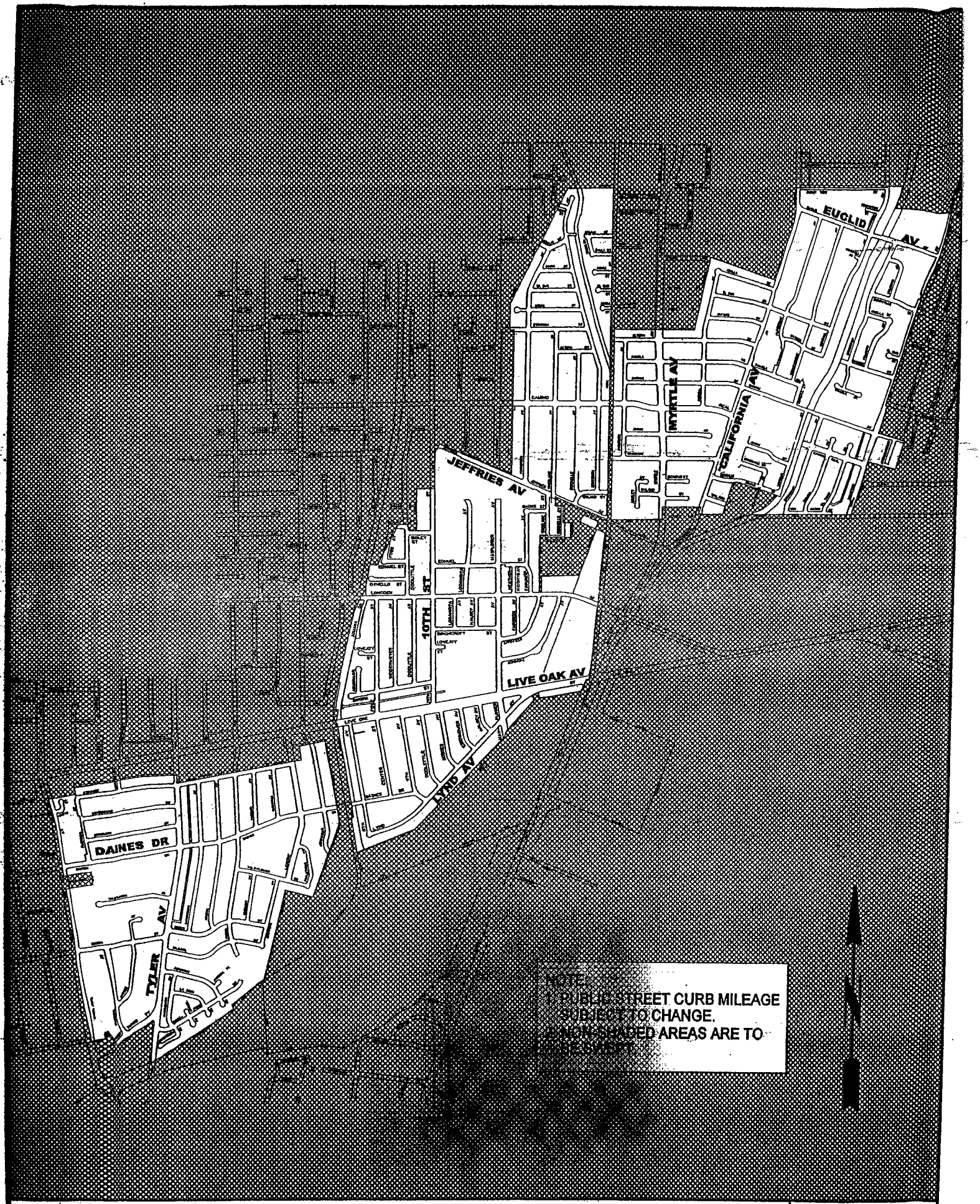
| PROJECT ENGINEER | C.E. NO. | DESIGNER | CHECKER | SHEET 1 OF 7 SHTS. |
|---|---|---|---|---|
| S. HOURANI | | R. OROZA | N. GEMENIANO | DWG. |

NOTE:
1. PUBLIC STREET CURB MILEAGE SUBJECT TO CHANGE.
2. NON-SHADED AREAS ARE TO BE SWEPT.

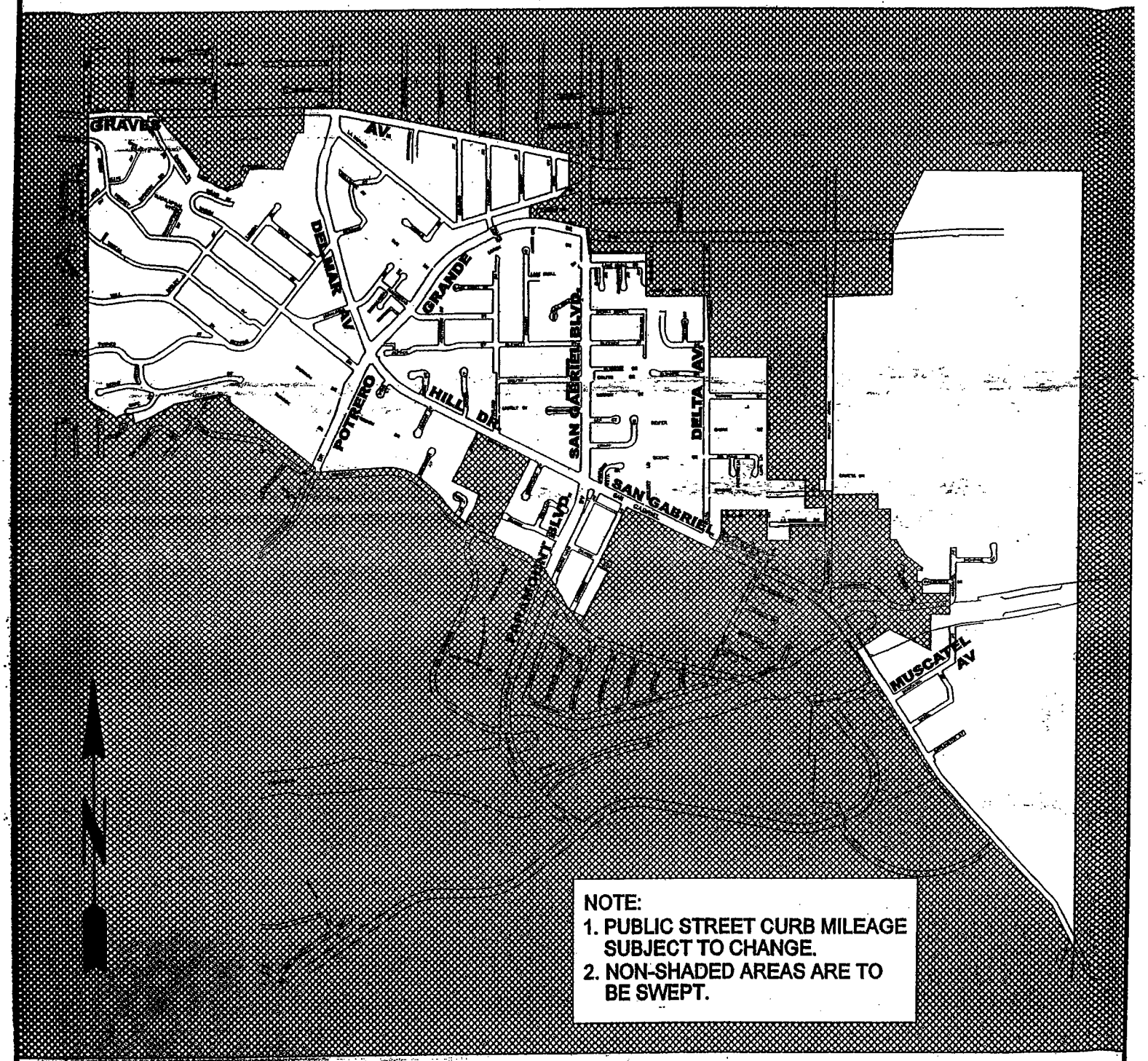
| PROJECT NAME | RD 119/519 AREA STREET SWEEPING | | | | | PROJECT I.D. No. RMD1506004 | |
|---|---|---|---|---|---|---|---|
| PROJECT ENGINEER | S. HOURANY | C.E. NO. C 54213 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1 | T.G. [illegible] | FILENAME | SCALE NONE | SHEET 1 OF 7 |




| PROJECT NAME | RD 119/519 AREA STREET SWEEPING | | | | | PROJECT I.D. No. RMD1506004 | |
|---|---|---|---|---|---|---|---|
| PROJECT ENGINEER | S. HOURANY | C.E. NO. C 54213 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1 | T.G. [illegible] | FILENAME | SCALE [illegible] | SHEET [illegible] |




| PROJECT NAME | RD 119/519 AREA STREET SWEEPING | | | | | PROJECT I.D. No. RMD1506004 | |
|---|---|---|---|---|---|---|---|
| PROJECT ENGINEER | S. HOURANY | C.E. NO. C 54213 | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1 | T.G. 597, 627 | FILENAME | SCALE | SHEET |




| PROJECT NAME | RD 119/519 AREA STREET SWEEPING | | | | | PROJECT I.D. No. RMD1506004 | |
|---|---|---|---|---|---|---|---|
| PROJECT | S. HOURANY | C.E. NO. | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS | T.G. | FILENAME | SCALE | SHEET |

## ALLEYS

## (TO BE SWEPT EVERY WEEK)

| ALLEY LOCATION | LIMITS | CURB MILES |
|---|---|---|
| Alley N/o Alpaca Street | Potrero Grande Drive to Alpaca Street | 0.08 |
| Alley N/o Colorado Boulevard | 150' W/o Fulton Avenue to Fulton Avenue | 0.06 |
| Alley N/o Colorado Boulevard | Rosemead Boulevard to Quigley Avenue | 0.32 |
| Alley N/o Colorado Boulevard | Quigley Avenue to 175' E/o Quigley Avenue | 0.07 |
| Alley N/o Colorado Boulevard | 270' W/o Walnut Street to Walnut Street | 0.10 |
| Alley S/o Colorado Boulevard | 358' E/o Kinneloa Avenue to 450' E/o Northrup Avenue | 0.15 |
| Alley S/o Colorado Boulevard | Rosemead Boulevard to Quigley Avenue | 0.31 |
| Alley S/o Colorado Boulevard | Quigley Avenue to Merion Avenue | 0.15 |
| Alley S/o Colorado Boulevard | Merion Avenue to Michillinda Avenue | 0.19 |
| Alley N/o Duarte Road | Vista Street to La Presa Drive | 0.27 |
| Alley W/o Foss Avenue | 30' N/o Alley N/o Live Oak Ave to 30' S/o Alley N/o Live Oak Ave | 0.02 |
| Alley S/o Foothill Boulevard | West Arboleda Street to East Arboleda Street | 0.32 |
| Alley S/o Foothill Boulevard | Arboleda Street to Michillinda Avenue | 0.33 |
| Alley N/o Freer Street | Tyler Avenue to 155' E/o Tyler Avenue | 0.06 |
| Alley S/o Green Street | Green Street to 515' S/o Green Street | 0.20 |
| Alley N/o Live Oak Avenue | 505' W/o Foss Avenue to Tenth Avenue | 0.48 |
| Alley N/o Live Oak Avenue | Tenth Avenue to 130' E/o Tenth Avenue | 0.05 |
| Alley S/o Live Oak Avenue | Eighth Avenue to 190' E/o Eighth Avenue | 0.03 |
| Alley W/o Michillinda Avenue | Oakdale Avenue to 250' S/o Oakdale Avenue | 0.05 |
| Alley W/o Mountain Avenue | Shrode Avenue to El Toro Road | 0.46 |
| Alley N/o Potrero Grande Drive | 305' N/o Potrero Grande Drive to Potrero Grande Drive | 0.12 |
| Alley W/o Rosemead Boulevard | Del Mar Boulevard to Grayburn Boulevard | 0.33 |
| Alley E/o Rosemead Boulevard | Corta Calle to Alley N/o Colorado Boulevard | 0.05 |
| Alley E/o Rosemead Boulevard | Alley S/o Colorado Boulevard to Mohawk Street | 0.14 |
| Alley W/o San Gabriel Boulevard | N/o Celito Dr. to S/o Celito Dr. | 0.16 |
| Alley S/o San Gabriel Boulevard | W/o Grandview Avenue to Grandview Avenue | 0.02 |
| Alley S/o San Gabriel Boulevard | Grandview Avenue to Lawrence Avenue | 0.11 |
| Alley E/o Tyler Avenue | Lynrose Street to Daines Drive | 0.33 |
| Alley E/o Tyler Avenue | Daines Drive to N/o Freer Street | 0.41 |
| | TOTAL PAVED ALLEY MILES: | 5.37 |

| PROJECT NAME | RD 119/519 AREA STREET SWEEPING | | | | | PROJECT I.D. No. RMD1506004 | |
|---|---|---|---|---|---|---|---|
| PROJECT | S. HOURANY | C.E. NO. | LOS ANGELES COUNTY DEPT OF PUBLIC WORKS | T.G. | FILENAME | SCALE | SHEET |

## CURBED MEDIANS

## (TO BE SWEPT EVERY WEEK)

| STREET NAME | LIMITS | SIDE | CURB MILES |
|---|---|---|---|
| California Boulevard | Michigan Boulevard to Michillinda Avenue | B/S | 0.35 |
| Duarte Road | Rosemead Boulevard to 300' E/o Rosemead Blvd. | B/S | 0.11 |
| Hill Drive | 206' W/o Kenneydale Ave. to San Gabriel Blvd. | B/S | 0.26 |
| Huntington Drive | San Gabriel Blvd. to 250' W/o Michillinda Avenue | B/S | 2.78 |
| Live Oak Avenue | 350' W/o Peck Road to 35' W/o Peck Road | B/S | 0.12 |
| Michigan Boulevard | Laurita Avenue to Huntington Drive | B/S | 0.87 |
| Michillinda Avenue | Foothill Blvd. to 300' S/o Colorado Blvd. | B/S | 0.41 |
| Paramount Boulevard | Hill Drive to Arroyo Drive | B/S | 0.36 |
| Potrero Grande Drive | Arroyo Drive to San Gabriel Boulevard | B/S | 1.50 |
| San Gabriel Boulevard | S/o Stonely Drive to 200' S/o Huntington Drive | B/S | 0.22 |
| San Gabriel Boulevard | Potrero Grande Drive to Hill Drive | B/S | 0.86 |
| San Gabriel Boulevard | Hill Road to 200' E/o Delta Avenue | B/S | 0.53 |
| San Gabriel Boulevard | Pomona Fwy. to 1075' W/o Lincoln Avenue | B/S | 1.02 |
| Santa Anita Avenue | 300' S/o Live Oak Ave. to Grand Ave. | E/S | 0.87 |
| Sierra Madre Boulevard | 300' S/o Del Mar Blvd. to 400' S/o San Pasqual St. | B/S | 0.61 |
| Woodward Boulevard | Oakdale Avenue to Huntington Drive | B/S | 1.23 |
| | | TOTAL CURB MILES: | 12.10 |

## SUMMARY OF CURB MILES

| TYPE | CURB MILES |
|---|---|
| Streets and Highways | 198.53 |
| Raised Curbed Medians | 12.10 |
| Paved Alleys | 5.37 |
| TOTAL CURB MILES: | 216.00 |

**NOTE: ALL CURBED PUBLIC STREETS INCLUDING CURBED MEDIANS AND ALLEYS WITHIN THE NON-SHADED AREAS FOUND ON SHEETS 2, 3, 4 AND 5 ARE TO BE SWEPT WEEKLY.**

COPY

# Nationwide Environmental Services®

Division of Joe's Sweeping, Inc.

*Sweeping Since 1968*

11914 Front Street • Norwalk, California 90650
(562) 860-0604 • (800) 222-5637
Fax (562) 868-5726 • info@nes-sweeping.com
www.nes-sweeping.com

# PROPOSAL

# FOR

# STREET SWEEPING SERVICES

# IN THE

# COUNTY OF LOS ANGELES

# FOR 3 LOCATIONS

## DUE DATE: SEPTEMBER 5, 2006 @ 5:30 P.M.

## SUBMITTED BY:


**NATIONWIDE ENVIRONMENTAL SERVICES**
**DIVISION OF JOE'S SWEEPING, INC.**
**11914 FRONT STREET**
**NORWALK, CA 90650**
**(562) 860-0604**

Nationwide Environmental Services® Division of Joe's Sweeping, Inc.

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Nationwide Environmental Services®
Division of Joe's Sweeping, Inc.

September 1, 2006

Mr. Scott Smith
Administration
County of Los Angeles
900 S. Fremont Avenue
Alhambra, CA 91803

Re: Street Sweeping Proposal

Dear Mr. Smith:

Please allow us the opportunity to introduce Nationwide Environmental Services (NES), ***one of the first certified street sweeping contractors in the nation.*** We have been providing street sweeping services to over 40 municipalities in the Southern California regions since 1968, including various locations in the County of Los Angeles. As a division of Joe's Sweeping, Inc., NES pledges to continue to provide the excellent and professional service that, historically, has been proven to be our company's most distinguishing attribute.

NES understands the requirements of the RFP and is committed to providing quality street sweeping services utilizing state-of-the-art equipment with a dedicated staff to ensure a clean, healthy and safe environment.

NES is interested in exploring the feasibility of contracting sweeping services with the County of Los Angeles and hopes the attached proposal will give the County staff a clear view of how our Company provides quality services.

If you have any questions, please feel free to contact the following authorized individuals:
Never Samuelian/President, Joe Samuelian/Vice-President and Ani Samuelian/Director
11914 Front Street, Norwalk, CA 90650
Ph. (562) 860-0604 • Fax (562) 868-5726 • Email: ani@nes-sweeping.com

Thank you for your consideration.

Sincerely,

Never Samuelian
President

# COMPANY BACKGROUND

Nationwide Environmental Services (NES), a division of Joe's Sweeping, Inc., was founded in 1968 by Joe Samuelian to provide parking lot sweeping services. Joe's mission statement at the time was "To provide quality sweeping services utilizing the latest state-of-the-art equipment and creating the highest level of customer service available." From a single sweeper company to a fleet of more than 70 sweeping and cleaning vehicles, serving over 40 municipalities, that mission statement is as true today as it was over 35 years ago.

Our extensive fleet of sweeping and cleaning vehicles continues to maintain municipalities, residential communities, business parks, parking facilities, construction sites, and sporting complexes. Our current contracts cover street sweeping services within the greater Los Angeles area, and the surrounding areas of Orange County, Ventura, San Bernardino, and Riverside with populations ranging from 10,000 to 200,000.

Our high level of customer service along with our reputation of providing quality services has been acknowledged by naPSa (north american Power Sweeping association) who has designated NES as one of the first Certified Sweeping Companies in the nation. (See Attached~ Letter of Certification)

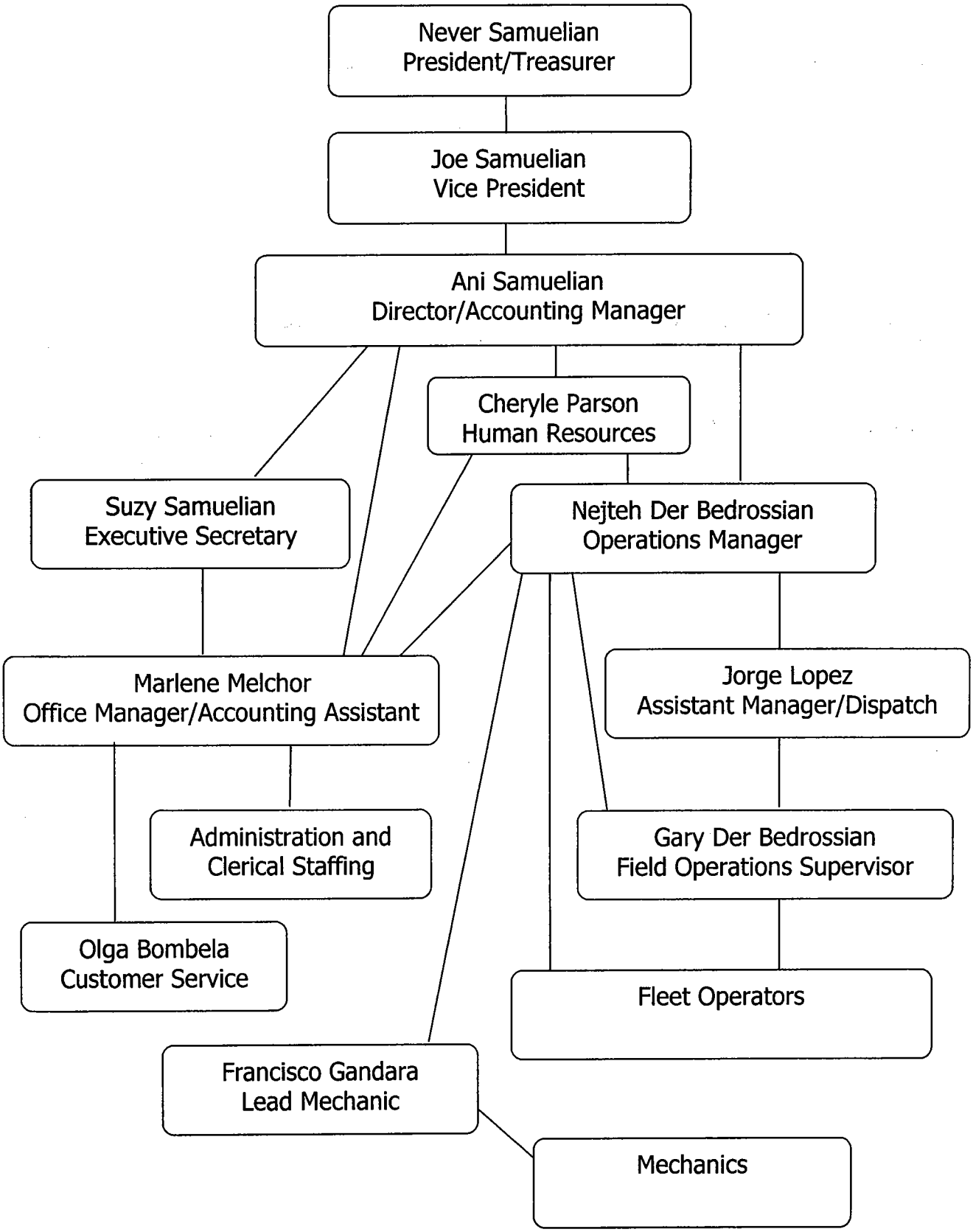
Our clean, efficient street sweeping services enhance a community's appearance. NES provides consistent and thorough sweeping services, thereby, ensuring a cleaner environment in which to reside and work. This type of environment promotes community pride and helps increase property values.

At NES we realize the importance of a clean and dependable fleet. Our vehicles are routinely cleaned and inspected which allows us to consistently present a positive image. Our truck mechanics are highly qualified and every driver is a trained professional. Everyone at NES is dedicated to keeping our fleet on the road and on time. Our motto is "Service First," which ensures, you the client, when a NES truck is in your community it is serious about keeping your community clean.

Our dedicated staff is committed to serving the community in the most environmental, safe, and efficient manner possible. We take great pride in our fleet and we make certain our customers and residents are satisfied with our sweeping performance.

Nationwide Environmental Services® Division of Joe's Sweeping, Inc.

# ORGANIZATIONAL CHART



# EXPERIENCE

NES is currently under contract with over 40 municipalities in which five are street sweeping contracts with the County of Los Angeles. Furthermore, NES is the current street sweeping contractor for Rowland Heights and Road District 119/519; therefore, NES is well aware of the scope of services in these areas.

NES employs a state-of-the-art 24 hours-a-day dispatch service should the need for re-sweeping or emergency requests arise. Moreover, NES has a fleet of over 70 sweeping and cleaning vehicles which are in excellent condition and maintained on a daily basis.

NES employs a staff of over 60 street sweeper operators which are experienced and dedicated in keeping the environment clean and free of debris. Our employees wear company issued uniforms, which we believe is just one step to preventing possible injury due to loose or unacceptable clothing attire. It is our company's policy to provide our employees with proper safety training, therefore, all employees attend regularly scheduled company safety meetings to ensure proper safety standards are being met for a safe work place. To assist NES in employee communication, all employees are equipped with digital two-way radios which allows NES the capability of communicating with its employees at any given time, thus, allowing NES to respond promptly to events and possible emergencies. NES meets all the regulatory requirements of all Federal, State and Local laws.

All company managers and supervisors have been employed with NES for over 15 years. They understand the importance of quality work and they make sure each and every employee is well trained to provide excellent services to our customers. Moreover, we schedule group and individual meetings on a regular basis to evaluate our employees' performances and discuss any issues that need to be addressed.

# PERSONNEL

NES maintains a drug-free workplace and employs a staff of over 60 sweeper operators including back-up personnel. This method of employing back-up sweeper operators allows NES to manage personnel changes without sacrificing the quality of service to any one of our customers.

At NES, employees are trained and competent to assure quick response along with professional services. Nonetheless, employees are knowledgeable about correct sweeping practices; therefore, they sweep each route according to the contract specifications and provide high quality services, *a basic standard of NES.*

NES provides 24/7 on-call street sweeping dispatch services, thus allowing us to respond immediately to emergencies or requests for service. Our customer service representatives offer immediate action to requests and complaints with follow-up responses within minutes. Employees are equipped with digital two-way radios which allows NES the capability of communicating with its employees.

NES has been known for its remarkable quality of service and stands above all others in the industry by providing excellent customer service. Ani Samuelian/Director and Nejteh Der Bedrossian/Operations Manager will manage and supervise the street sweeping contracts with the County of Los Angeles. Both individuals are highly trained and experienced in maintaining the highest level of customer service by focusing on guaranteed satisfaction. This experience is enhanced by their many years and excellent skills in the fields of marketing and customer service. Together their goal is to provide immediate response to service requests, billing or contract issues. Currently, both individuals oversee and administer over 40 street sweeping contracts in the Southern California area.

# STAFFING

**Executive:**

| | |
|---|---|
| Never Samuelian | President/Treasurer |
| Joe Samuelian | Vice President |
| Ani Samuelian | Director/Accounting Manager |
| Suzy Samuelian | Executive Secretary |

**Administrative:**

| | |
|---|---|
| Cheryle Parsons | Human Resources |
| Marlene Melchor | Office Manager/Accounting Assistant |
| Olga Bombela | Customer Service |
| Clerical Personnel | |

**Operations:**

| | |
|---|---|
| Nejteh Der Bedrossian | Operations Manager |
| Jorge Lopez | Assistant Manager/Dispatch |
| Gary Der Bedrossian | Field Operations Supervisor |
| Fleet Service Operators | |

**Mechanics:**

| | |
|---|---|
| Javier Gandara | Lead Mechanic |
| Mechanics | |

Nationwide Environmental Services® Division of Joe's Sweeping, Inc.

**RESUME**

# JOE SAMUELIAN

## Vice President

**EMPLOYMENT HISTORY:**

**NATIONWIDE ENVIRONMENTAL SERVICES**.....1968 to Present
(Founder and Vice-President)

**Current Responsibilities:** Oversee the planning and implementation of all company operations, goals, financials, programs and policies; contracts, insurance bonding, accounting, forecasting and reviewing of all company activities. Meet with clients and customers to assure the effectiveness of our operations and to establish a positive on-going working relationship. Analyze new procedures and equipment available to improve operations giving authority and approval to management staff to purchase major equipment. Participate in weekly meetings to research, plan and provide positive input in regard to the operations of the company and evaluate quality, efficiency and effectiveness of the overall operation.

**PROFESSIONAL SKILLS:** Multi-lingual: English, Spanish, Armenian, Arabic, Turkish

**EDUCATION:**
Aleppo College. Aleppo, Syria.
Course of study included: Business Management
**Contractors State License Board:**
**General Building Contractor - Class B #600689**
**Painting & Decorating - Class C33 #0222407**

**AFFILIATIONS:**
L.A. Chapter Maintenance Superintendents Association
north american Power Sweeping association (naPSa)

Nationwide Environmental Services® Division of Joe's Sweeping, Inc.

**RESUME**

# ANI SAMUELIAN

**Director**

**EMPLOYMENT HISTORY:**

**NATIONWIDE ENVIRONMENTAL SERVICES . . . . . .** 1994 to Present

2004. . . . .Director
2000. . . . .Administrator
1995. . . . .Human Resources
1994. . . . .Accounting

**Current Responsibilities:** Oversee daily operations; contract management; accounts payable/receivable/payroll. Assist in establishing effective company goals and evaluate all insurance and bonding policies and procedures. Responsible for developing and implementing marketing strategies. Provide adequate communication with staff to identify problems and coordinate corrective action plans. Coordinate with department heads to facilitate efficient management functions. Participate in weekly meetings to discuss daily operations performance, regulatory issues, client concerns and company policies and procedures. Responsible for ensuring compliance of all State and Federal laws and regulations. Oversee Human Resources and Public Relations.

**PROFESSIONAL SKILLS:** Bilingual: English and Armenian

**EDUCATION:** Southern California College of Business & Law.

**AFFILIATIONS:** L.A. Chapter Maintenance Superintendents Association
north american Power Sweeping association (naPSa)

Nationwide Environmental Services® Division of Joe's Sweeping, Inc.

**RESUME**

# NEJTEH DER BEDROSSIAN

## Operations Manager

**EMPLOYMENT HISTORY:**

**NATIONWIDE ENVIRONMENTAL SERVICES** .....1987 to Present

1995 ....Operations Manager
1993 ....Assistant Operations Manager
1987 ....Sweeper Operator

**Current Responsibilities:** Oversee and supervise the daily operations of the plant. Responsible for organizing daily service routes and schedules for an effective operation; managing disposal operations; monitoring and inspecting field operations; project point liaison for emergency callouts or request for services; monitors and reviews GPS tracking system reports. Oversee and supervise the daily maintenance and cleanliness of all vehicles. Perform cost comparison analysis to determine the most efficient and cost effective way to provide services to our clients. Responsible for inventory control of the plant and purchases for maintaining an effective operation. Participate in weekly meetings to discuss daily operations performance, regulatory issues, client concerns and company policies and procedures. Responsible for ensuring compliance of all State and Federal laws and regulations.

**PROFESSIONAL SKILLS:** Multi-lingual: English, Spanish, Armenian, Arabic, Turkish

**EDUCATION:** Rio Hondo College, Business Administration

**AFFILIATIONS:** L. A. Chapter - Maintenance Superintendents Association
north american Power Sweeping association (naPSa)

## Work Description

Nationwide Environmental Services (NES) general work plan to meet street sweeping requirements for the County of Los Angeles incorporates a well-managed administration and operational structure supported by interdepartmental team work. NES' operations manager will meet with County representatives to examine and evaluate the sweeping schedule according to contract specifications and schedules.

NES will sweep all public streets, paved alleys and curbed medians within the Project limits as indicated in Exhibits E.1, E.2 and E.3. Our primary objective is to remove all leaves, paper, dirt, rocks, glass, bottles, cans and other debris to ensure free flow of water in the gutter and to maintain streets in a state of cleanliness. NES provides consistent and thorough sweeping services, thereby, ensuring not only a cleaner environment in which to reside and work, but additionally, assists communities in diverting debris from storm drain systems. The diversion of debris is an important step in meeting NPDES (National Pollutant Discharge Elimination System) mandates.

Furthermore, employees are experienced, trained and expected to make a "Clean Sweep" (i.e., passes required to eliminate debris from all areas) of all streets. Employees fully understand their responsibilities and debris not picked up by the street sweeper will be hand swept by the driver before leaving the area. Employees will be driving at speeds of not more than six miles per hour in Road District 119/519 and Rowland Heights and not more than eight miles per hour in City Terrace.

All debris and refuse collected from street sweeping will be hauled to a legally established disposal facility at no additional cost to the County. NES will furnish all water necessary for sweeping operations to minimize dust.

## Work Schedule

Within 30 days after notification of award, NES will provide a finalized and working alternate day sweeping schedule (sweeping two sides of a street on two separate consecutive days) for Rowland Heights and Road District 119/519 to the Contract Manager for approval. The sweeping schedule will include the curb miles and paved alley miles of streets, alleys and medians to be swept daily, as well as the starting time. In addition, NES will submit a route map showing streets, alleys and medians to be swept each day and will adhere to the following guidelines:

1. Streets that have parking restrictions will be swept only during the posted day and hour.
2. Streets will not be swept on the same day as trash pick-up. Whenever feasible, sweeping will be performed the day after trash pick-up.
3. Streets adjacent to schools and commercial developments will be swept prior to 7:00 a.m. or such time as daily public activities start.

4. Streets adjacent to apartments, condominiums or other areas where all night street parking is prevalent will be swept after 8:00 a.m.
5. Major highways will not be swept during peak traffic hours.
6. Residential areas will not be swept prior to 7:00 a.m. or after 3:30 p.m.
7. Street sweeping will be scheduled so that both sides of a street are not swept in the same day, unless the Contract Manager directs us to do so.

**Inspection/Quality Control**

Upon award, NES will designate a primary and alternative Quality Control Representative to implement a quality control plan. The representative will routinely inspect and monitor the work to ensure compliance with the plans, specifications and approved sweeping schedules.

Employees are required to complete detailed daily logs which are reviewed by management. Moreover, supervisors are in the field everyday to monitor and inspect the sweeping performance of each vehicle and driver. Weekly management meetings are scheduled with the executive staff to ensure optimum coordination and address and resolve any concerns.

**Equipment Compliance, Laws and Regulations**

NES is in compliance with all applicable laws and regulations, including, but not limited to all Air Quality Management District (AQMD) regulations. All equipment utilized for sweeping services are compliant with AQMD Rules 1186 and 1186.1. In the event of a mechanical breakdown of an alternate-fuel street sweeper, NES will comply with AQMD Rule 430.

Street sweepers are maintained daily, both mechanically and in appearance. All street sweepers will be clearly marked with our company name, phone number and vehicle number. Sweeper operators will be equipped with two-way radios and cellular phones. In addition, all street sweepers will be equipped with GPS tracking systems (Teletrac) which will be capable of reporting real time data.

**Reports**

NES will submit reports to the Contract Manager on the second working day of each week for the previous week, indicating the following:

1. Curb miles and paved alley miles swept each day.
2. Scheduled curb miles and paved alley miles swept and areas missed.
3. When missed areas were swept.
4. Number of complaints received each day.
5. Reasons scheduled sweeping was not performed or completed as scheduled.
6. Waste tonnage summary reports and copies of receipts.

**Additional Sweeping/Inclement Weather/Holidays**

NES will provide additional sweeping of any street and alley within the areas shown on the plans at any time when ordered by the Contract Manager. The additional sweeping will be invoiced at the price per curb mile or paved alley mile, as appropriate. The method of payment may be determined by the Contract Manager.

If inclement weather prevents adherence to the regular sweeping schedule for two days or less in a given week, NES will sweep the affected areas prior to the next sweeping schedule, if ordered by the Contract Manager.

When a holiday or observance as specified in the Government Code of the State of California occurs on a regular scheduled sweeping day and the subject sweeping area is not swept, upon approval from the Contract Manager, NES will sweep the affected areas within two working days of the regular scheduled sweeping day without interruption of the regular sweeping schedule.

**Complaints**

Complaints brought to our attention prior to 3:00 p.m. will be investigated and resolved that same day and complaints brought to our attention after 3:00 p.m. will be investigated and resolved before noon on the following day. In addition, sweeper operators are trained to contact the office at the end of their shift to determine if any complaints were logged; if so, the employee would immediately rectify the issue before returning to NES. Complaint forms will be filled out for each complaint including the steps taken to resolve the complaint.

# SUBCONTRACTORS

There will be no subcontractors used.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

06/01/2007

DATE (MM/DD/YY) 05/30/2006

**PRODUCER**
Lockton Insurance Brokers, Inc.
725 S. Figueroa Street, 35th Fl.
CA License #0714705
Los Angeles CA 90017
(213) 689-0065

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

**INSURERS AFFORDING COVERAGE**

**INSURED**
1026052
Joe's Sweeping, Inc. DBA:
Nationwide Environmental Services
and JNL Building Services
11914 Front St.
Norwalk CA 90650

INSURER A: U.S. Fire
INSURER B: St. Paul Fire & Marine Ins. Co.
INSURER C:
INSURER D:
INSURER E:

**COVERAGES** JOESW01 S5

**THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.**

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

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC | 5437101474 | 06/01/2006 | 06/01/2007 | EACH OCCURRENCE<br>FIRE DAMAGE (Any one fire)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 300,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | 1337203557 | 06/01/2006 | 06/01/2007 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX |
| | **GARAGE LIABILITY**<br>ANY AUTO | NOT APPLICABLE | | | AUTO ONLY - EA ACCIDENT<br>OTHER THAN AUTO ONLY: EA ACC<br>AGG | $ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX |
| B | **EXCESS LIABILITY**<br>X OCCUR CLAIMS MADE<br>DEDUCTIBLE X UMBRELLA FORM<br>X RETENTION $ 10,000 | QK04500050 | 06/01/2006 | 06/01/2007 | EACH OCCURRENCE<br>AGGREGATE | $ 1,000,000<br>$ 1,000,000<br>$ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX |
| A | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** | 4086902259 | 06/01/2006 | 06/01/2007 | X WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| | **OTHER** | | | | | |

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

**CERTIFICATE HOLDER** ADDITIONAL INSURED; INSURER LETTER: ____

**2046109**
Evidence Only

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



For questions regarding this certificate, contact the number listed in the 'Producer' section above and specify the client code 'JOESW01'.

© ACORD CORPORATION 1988

FORM PW-1

# VERIFICATION OF PROPOSAL

| DATE: September 1, 2006 | THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS: |
|---|---|

1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.

2. NAME OF SERVICE: Street sweeping services for 3 locations

**DECLARANT INFORMATION**

3. NAME OF DECLARANT: Never Samuelian

4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER(S).

5. MY TITLE, CAPACITY, OR RELATIONSHIP TO THE PROPOSER(S) IS: President

**PROPOSER INFORMATION**

| | | | |
|---|---|---|---|
| 6. Proposer's full legal name: Joe's Sweeping, Inc. | | | Telephone No.: (562) 860-0604 |
| Address: 11914 Front Street, Norwalk, CA 90650 | | | Fax No.: (562) 868-5726 |
| e-mail: ani@nes-sweeping.com | County WebVen No.: 50587701 | IRS No.: 95-4251996 | Business License No.: 103960 |
| 7. Proposer's fictitious business name(s) or dba(s) (if any): Nationwide Environmental Services & JNL Building Services | | | |
| County(s) of Registration: Los Angeles | | State: California | Year(s) became DBA: 1990 & 1996 |

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

| | | |
|---|---|---|
| ☐ Sole proprietor | Name of Proprietor: | |
| ☒ A corporation: | Corporation's principal place of business: 11914 Front Street, Norwalk, CA 90650 | |
| | State of incorporation: California | Year incorporated: 1989 |
| ☐ Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts | President/CEO: | |
| | Secretary: | |
| ☐ A general partnership: | Names of partners: | |
| ☐ A limited partnership: | Name of general partner: | |
| ☐ A joint venture of: | Names of joint venturers: | |
| ☐ A limited liability company: | Name of managing member: | |

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

| | | | |
|---|---|---|---|
| Name(s) Never Samuelian | Title President | Phone (562) 860-0604 | Fax (562) 868-5726 |
| Street 11914 Front Street | City Norwalk | State California | Zip 90650 |
| Name(s) Joe Samuelian | Title Vice President | Phone (562) 860-0604 | Fax (562) 868-5726 |
| Street 11914 Front Street | City Norwalk | State California | Zip 90650 |

10. Is your firm wholly or majority owned by, or a subsidiary of another firm? ☒ No ☐ Yes
If yes, name of parent firm: _____
State of incorporation/registration of parent firm: _____

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

12. Is your firm involved in any pending acquisition or merger? ☒ No ☐ Yes
If yes, indicate the associated company's name: _____

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

14. CHECK ONE:
☒ (a) I am making these representations on my personal knowledge; OR
☐ (b) I am making these representations based on information and belief that they are true.

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

Signature of Proposer or Authorized Agent: Noah Samuelian | Date: September 1, 2006

Type name and title: Never Samuelian, President

**FORM PW-2.1**

## SCHEDULE OF PRICES

## CITY TERRACE STREET SWEEPING

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. The Total Annual Proposed Price shall be applicable to the two, 1-year option years.

| ITEM | DESCRIPTION | UNIT | ANNUAL QUANTITY | UNIT PRICE | ANNUAL PRICE |
|---|---|---|---|---|---|
| 1. | Sweeping of curbed streets[1] | Curb Miles (CM)[2] | 4,888 | $43.52* | $212,725.76* |
| 2. | Sweeping of paved alleys | Paved Alley Miles (PM)[3] | 296.4 | $43.52* | $*12,899.33* |
| | | | | Total Annual Proposed Price = | $225,625.09* |

**WRITE OUT TOTAL ANNUAL PROPOSED PRICE:**

Two Hundred Twenty Five Thousand Six Hundred Twenty Five Dollars and Nine Cents.

| | | |
|---|---|---|
| LEGAL NAME OF PROPOSER<br>Nationwide Environmental Services a division of Joe's Sweeping, Inc. | | |
| SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL<br>[signature] | | |
| TITLE OF AUTHORIZED PERSON<br>President | | |
| DATE<br>September 1, 2006 | STATE CONTRACTOR'S LICENSE NUMBER<br>N/A | LICENSE TYPE<br>N/A |
| PROPOSER'S ADDRESS:<br>11914 Front Street<br>Norwalk, CA 90650 | | |
| PHONE<br>(562) 860-0604 | FACSIMILE<br>(562) 868-5726 | E-MAIL<br>ani@nes-sweeping.com |

[1]Sweeping curbed streets and alleys includes sweeping of curbed and painted medians, furnishing of water, and proper disposal of all debris resulting from sweeping operations.
[2]A Curb Mile (CM) shall equal a swept path not less than five feet wide for a total length of 5,280 feet. (See Exhibit A, paragraph C, Services to be Performed)
[3]A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet. (See Exhibit A, paragraph C, Services to be Performed)

FORM PW-2.2

## SCHEDULE OF PRICES

## ROWLAND HEIGHTS STREET SWEEPING

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. The Total Annual Proposed Price shall be applicable to the two, 1-year option years.

| ITEM | DESCRIPTION | UNIT | ANNUAL QUANTITY | UNIT PRICE | ANNUAL PRICE |
|---|---|---|---|---|---|
| 1. | Sweeping of curbed streets[1] | Curb Miles (CM)[2] | 10,196 | $21.46* | $218,806.16* |
| 2. | Sweeping of paved alleys | Paved Alley Miles (PM)[3] | 101 | $21.46* | $**2,167.46* |
| | | | | Total Annual Proposed Price = | $220,973.62* |

**WRITE OUT TOTAL ANNUAL PROPOSED PRICE:**

Two Hundred Twenty Thousand Nine Hundred Seventy Three Dollars and Sixty Two Cents.

| | | |
|---|---|---|
| LEGAL NAME OF PROPOSER<br>Nationwide Environmental Services a division of Joe's Sweeping, Inc. | | |
| SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL<br>neven Somlin | | |
| TITLE OF AUTHORIZED PERSON<br>President | | |
| DATE<br>September 1, 2006 | STATE CONTRACTOR'S LICENSE NUMBER<br>N/A | LICENSE TYPE<br>N/A |
| PROPOSER'S ADDRESS:<br>11914 Front Street<br>Norwalk, CA 90650 | | |
| PHONE<br>(562) 860-0604 | FACSIMILE<br>(562) 868-5726 | E-MAIL<br>ani@nes-sweeping.com |

[1]Sweeping curbed streets and alleys includes sweeping of curbed and painted medians, furnishing of water, and proper disposal of all debris resulting from sweeping operations.
[2]A Curb Mile (CM) shall equal a swept path not less than five feet wide for a total length of 5,280 feet. (See Exhibit A, paragraph C, Services to be Performed)
[3]A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet. (See Exhibit A, paragraph C, Services to be Performed)

FORM PW-2.3

## SCHEDULE OF PRICES

## ROAD DISTRICT 119/519 STREET SWEEPING

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. The Total Annual Proposed Price shall be applicable to the two, 1-year option years.

| ITEM | DESCRIPTION | UNIT | ANNUAL QUANTITY | UNIT PRICE | ANNUAL PRICE |
|---|---|---|---|---|---|
| 1. | Sweeping of curbed streets[1] | Curb Miles (CM)[2] | 10,953 | $21.90* | $239,870.70* |
| 2. | Sweeping of paved alleys | Paved Alley Miles (PM)[3] | 280 | $21.90* | $**6,132.00* |
| | | | | Total Annual Proposed Price = | $246,002.70* |

**WRITE OUT TOTAL ANNUAL PROPOSED PRICE:**

Two Hundred Forty Six Thousand Two Dollars and Seventy Cents.

| | | |
|---|---|---|
| LEGAL NAME OF PROPOSER<br>Nationwide Environmental Services a division of Joe's Sweeping, Inc. | | |
| SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL<br>neven Samulin | | |
| TITLE OF AUTHORIZED PERSON<br>President | | |
| DATE<br>September 1, 2006 | STATE CONTRACTOR'S LICENSE NUMBER<br>N/A | LICENSE TYPE<br>N/A |
| PROPOSER'S ADDRESS:<br>11914 Front Street<br>Norwalk, CA 90650 | | |
| PHONE<br>(562) 860-0604 | FACSIMILE<br>(562) 868-5726 | E-MAIL<br>ani@nes-sweeping.com |

[1]Sweeping curbed streets and alleys includes sweeping of curbed and painted medians, furnishing of water, and proper disposal of all debris resulting from sweeping operations.
[2]A Curb Mile (CM) shall equal a swept path not less than five feet wide for a total length of 5,280 feet. (See Exhibit A, paragraph C, Services to be Performed)
[3]A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet. (See Exhibit A, paragraph C, Services to be Performed)

**FORM PW-3**

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

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

| | | |
|---|---|---|
| Company Name: Nationwide Environmental Services a division of Joe's Sweeping, Inc. | | |
| Company Address: 11914 Front Street | | |
| City: Norwalk | State: CA | Zip Code: 90650 |
| Telephone Number: (562) 860-0604 | | |
| (Type of Goods or Services): Street sweeping services | | |

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

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

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

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

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

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

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

**Part II: Certification of Compliance**

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

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

| | |
|---|---|
| Print Name: Never Samuelian | Title: President |
| Signature: Never Samuelian | Date: September 1, 2006 |

FORM PW-4

# CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Street sweeping services for 3 locations
SERVICE BY PROPOSER Street sweeping services
PROPOSAL DATE: September 1, 2006

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

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

| | 2001 | 2002 | 2003 | 2004 | 2005 | Total | Current Year to Date |
|---|---|---|---|---|---|---|---|
| 1. Number of contracts. | 67 | 53 | 55 | 54 | 51 | 279 | 51 |
| 2. Total dollar amount of Contracts (in thousands of dollars). | 5.3 Million | 5.9 Million | 6.6 Million | 7.0 Million | 7.2 Million | 32 Million | 4.8 Million |
| 3. No. of fatalities. | None | None | None | None | None | None | None |
| 4. No. of lost workday cases. | None | None | None | None | None | None | None |
| 5. No. of lost workday cases involving permanent transfer to another job or termination of employment. | None | None | None | None | None | None | None |
| 6. No. of lost workdays. | None | None | None | None | None | None | None |

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

Never Samuelian
Name of Proposer or Authorized Agent (print)

Signature

September 1, 2006
Date

FORM PW-5

# CONFLICT OF INTEREST CERTIFICATION

I, Never Samuelian

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

of Nationwide Environmental Services a division of Joe's Sweeping, Inc.
Name of proposer

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

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

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;

2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;

3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:

   (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or

   (b) Participated in any way in developing the contract of its service specifications; and

4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

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

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

Signed Never Samuelian Date September 1, 2006

**TRADE SECRET** **CONFIDENTIAL**

**FORM PW-6**

## PROPOSER'S REFERENCE LIST

**PROPOSED CONTRACT FOR:** Street sweeping services for 3 locations

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

### A. COUNTY OF LOS ANGELES AGENCIES

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

| | |
|---|---|
| SERVICE: Street Sweeping | DATES: 1996 to Present |
| DEPT/ DISTRICT: Marina Del Rey | |
| CONTACT: Jeff Donaldson | |
| TELEPHONE: (310) 348-6448 | |
| FAX: (310) 649-0402 | |
| EMAIL: jdonald@ladpw.org | |

| | |
|---|---|
| SERVICE: Street Sweeping | DATES: 2000 to Present |
| DEPT/DISTRICT: Road District 119/519 | |
| CONTACT: Ray Martinez | |
| TELEPHONE: (626) 337-1277 | |
| FAX: (626) 962-3982 | |
| EMAIL: rmartine@dpwlacounty.gov | |

| | |
|---|---|
| SERVICE: Street Sweeping | DATES: 2000 to Present |
| DEPT/ DISTRICT: Rowland Heights | |
| CONTACT: Ray Martinez | |
| TELEPHONE: (626) 337-1277 | |
| FAX: (626) 962-3982 | |
| EMAIL: rmartine@dpwlacounty.gov | |

| | |
|---|---|
| SERVICE: Street Sweeping | DATES: 2003 to Present |
| DEPT/DISTRICT: Flood Control Facilities | |
| CONTACT: Gus Nakhoul | |
| TELEPHONE: (626) 458-4152 | |
| FAX: (626) 458-4150 | |
| EMAIL: gnakhoul@ladpw.org | |

### B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

| | |
|---|---|
| SERVICE: Street Sweeping | DATES: 1994 to Present |
| AGENCY/ FIRM: City of Norwalk | |
| ADDRESS: 12700 Norwalk Blvd., Norwalk, CA 90650 | |
| CONTACT: Gary DiCorpo | |
| TELEPHONE: (562) 929-5511 | |
| FAX: (562) 929-5503 | |
| EMAIL: gdicorpo@ci.norwalk.ca.us | |

| | |
|---|---|
| SERVICE: Street Sweeping | DATES: 1999 to Present |
| AGENCY/ FIRM: City of Huntington Beach | |
| ADDRESS: 2000 Main St., Huntington Beach, CA 92648 | |
| CONTACT: Jason Churchill | |
| TELEPHONE: (714) 536-5611 | |
| FAX: (714) 375-5099 | |
| EMAIL: jchurchill@surfcity-hb.org | |

| | |
|---|---|
| SERVICE: Street Sweeping | DATES: 1990 to Present |
| AGENCY/ FIRM: City of Montebello | |
| ADDRESS: 1600 W. Beverly Blvd., Montebello, CA 90640 | |
| CONTACT: Jesse Hernandez | |
| TELEPHONE: (323) 887-4616 | |
| FAX: (323) 887-4716 | |
| EMAIL: jhernandez@cityofmontebello.com | |

| | |
|---|---|
| SERVICE: Street Sweeping | DATES: 2003 to Present |
| AGENCY/ FIRM: City of Downey | |
| ADDRESS: 11111 Brookshire Ave., Downey, CA 90241 | |
| CONTACT: Tim Graves | |
| TELEPHONE: (562) 904-1452 | |
| FAX: (562) 869-9832 | |
| EMAIL: tgraves@downeyca.org | |

**TRADE SECRET** **CONFIDENTIAL**

**FORM PW-6**

## PROPOSER'S REFERENCE LIST

**PROPOSED CONTRACT FOR:** Street sweeping services for 3 locations

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

### A. COUNTY OF LOS ANGELES AGENCIES

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

| | |
|---|---|
| SERVICE: Street Sweeping | DATES: 1997 to Present |
| DEPT/ DISTRICT: S. & W. Whittier | |
| CONTACT: Ricardo Gordillo | |
| TELEPHONE: (562) 869-1176 | |
| FAX: (562) 862-3718 | |
| EMAIL: rgordill@ladpw.org | |

| | |
|---|---|
| SERVICE: Street Sweeping | DATES: July 2006 to Present |
| DEPT/DISTRICT: Valinda/Hacienda Heights | |
| CONTACT: David Oboza | |
| TELEPHONE: (626) 337-1277 | |
| FAX: (626) 962-3982 | |
| EMAIL: doboza@dpw.lacounty.gov | |

| | |
|---|---|
| SERVICE: | DATES: |
| DEPT/ DISTRICT: | |
| CONTACT: | |
| TELEPHONE: | |
| FAX: | |
| EMAIL: | |

| | |
|---|---|
| SERVICE: | DATES: |
| DEPT/DISTRICT: | |
| CONTACT: | |
| TELEPHONE: | |
| FAX: | |
| EMAIL: | |

### B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

| | |
|---|---|
| SERVICE: | DATES: |
| AGENCY/ FIRM: | |
| ADDRESS: | |
| CONTACT: | |
| TELEPHONE: | |
| FAX: | |
| EMAIL: | |

| | |
|---|---|
| SERVICE: | DATES: |
| AGENCY/ FIRM: | |
| ADDRESS: | |
| CONTACT: | |
| TELEPHONE: | |
| FAX: | |
| EMAIL: | |

| | |
|---|---|
| SERVICE: | DATES: |
| AGENCY/ FIRM: | |
| ADDRESS: | |
| CONTACT: | |
| TELEPHONE: | |
| FAX: | |
| EMAIL: | |

| | |
|---|---|
| SERVICE: | DATES: |
| AGENCY/ FIRM: | |
| ADDRESS: | |
| CONTACT: | |
| TELEPHONE: | |
| FAX: | |
| EMAIL: | |

FORM PW-7

# PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name Nationwide Environmental Services a division of Joe's Sweeping, Inc.

Address 11914 Front Street, Norwalk, CA 90650

Internal Revenue Service Employer Identification Number 95-4251996

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

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

Proposer Nationwide Environmental Services a division of Joe's Sweeping, Inc.

Authorized representative Never Samuelian

Signature Never Samuelian

Date September 1, 2006

FORM PW-8

# LIST OF SUBCONTRACTORS

The proposer is required to fill in the following blanks.

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

| Name under which Subcontractor is licensed | License Number | Address | Specific Description of Subcontract work |
|---|---|---|---|
| N/A | | | |
| | | | |
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FORM PW-9

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

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

FIRM NAME: Nationwide Environmental Services a division of Joe's Sweeping, Inc.

My County (WebVen) Vendor Number: 50587701

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

| | |
|---|---|
| ☐ I AM NOT<br>☒ I AM | A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission. |
| ☒ | As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference. |

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

**Business Structure:** ☐ Sole ☐ Partnership ☒ Corporation ☐ Nonprofit ☐ Franchise

☐ Other (Please Specify):

**Total Number of Employees** (including owners): 72

**Race/Ethnic Composition of Firm.** Please distribute the above total number of individuals into the following categories:

| Race/Ethnic Composition | Owners/Partners/ Associate Partners | | Managers | | Staff | |
|---|---|---|---|---|---|---|
| | Male | Female | Male | Female | Male | Female |
| Black/African American | | | | | 2 | |
| Hispanic/Latino | | | 1 | 1 | 53 | 1 |
| Asian or Pacific Islander | | | | | | |
| American Indian | | | | | | |
| Filipino | | | | | | |
| White | 1 | 1 | 2 | 1 | 7 | 2 |

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

| | Black/African American | Hispanic/ Latino | Asian or Pacific Islander | American Indian | Filipino | White |
|---|---|---|---|---|---|---|
| Men | % | % | % | % | % | 40 % |
| Women | % | % | % | % | % | 60 % |

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

| Agency Name | Minority | Women | Disadvantaged | Disabled Veteran | Expiration Date |
|---|---|---|---|---|---|
| N/A | | | | | |
| | | | | | |

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

| Authorized Signature: | Title: | Date: |
|---|---|---|
| [signature] | President | September 1, 2006 |

**FORM PW-10**

# GAIN/GROW EMPLOYMENT COMMITMENT

The undersigned:

☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and/or General Relief Opportunity for Work (GROW) employment programs.

**OR**

☒ declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN/GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

| | |
|---|---|
| Signature | Title<br>President |
| Firm Name Nationwide Environmental Services<br>a division of Joe's Sweeping, Inc. | Date<br>September 1, 2006 |

FORM PW-11

# TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW

***A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document***

| Proposer Name: Nationwide Environmental Services a division of Joe's Sweeping, Inc. | Date of Request: N/A |
|---|---|
| Project Title: Street sweeping services for 3 locations | Project No. |

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

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

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

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

N/A

Request submitted by:

*(Name)* *(Title)*

***For County use only***

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

**Reviewed by:**

Results of Review - Comments:

Date Response sent to Proposer: _____

FORM PW-12

## CHARITABLE CONTRIBUTIONS CERTIFICATION

Nationwide Environmental Services a division of Joe's Sweeping, Inc.
Company Name

11914 Front Street, Norwalk, CA 90650
Address

95-4251996
Internal Revenue Service Employer Identification Number

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

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

| CERTIFICATION | YES | NO |
|---|---|---|
| Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision or Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed. | (X ) | ( ) |
| **OR** | | |
| Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586. | ( ) | (X ) |

Never Samuelian
Signature

September 1, 2006
Date

Never Samuelian / President
Name and Title (please type or print)

FORM PW-13

## EQUIPMENT LIST

THIS PAGE IS TO BE COMPLETED BY PROPOSER AND SUBMITTED TO THE COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

PROPOSER'S NAME Nationwide Environmental Services a division of Joe's Sweeping, Inc.

ADDRESS 11914 Front Street, Norwalk, CA 90650

TELEPHONE (562) 860-0604

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

One item per line; do not submit an equipment list in your own format.
Form may be reproduced in order to list all equipment

| TYPE OF EQUIPMENT | MAKE AND EQUIPMENT YOU ARE OFFERING | MODEL | YEAR | SERIAL NUMBER | COMPLIES WITH ALL AIR QUALITY MANAGEMENT DISTRICT REGULATIONS |
|---|---|---|---|---|---|
| Vacuum | Freightliner | Tymco 600 | 2003 | 9181 | Yes |
| Vacuum | Freightliner | Tymco 600 | 2003 | 4282 | Yes |
| Vacuum | Freightliner | Tymco 600 | 2003 | 4280 | Yes |
| Vacuum | Freightliner | Tymco 600 | 2003 | 4281 | Yes |
| Vacuum | Freightliner | Tymco 600 | 2003 | 4283 | Yes |
| Vacuum | Freightliner | Tymco 600 | 2004 | 2097 | Yes |
| Vacuum | Freightliner | Tymco 600 | 2004 | 1165 | Yes |
| Vacuum | Freightliner | Tymco 600 | 2004 | 1164 | Yes |
| Vacuum | Freightliner | Tymco 600 | 2004 | 2098 | Yes |
| Vacuum | Freightliner | Tymco 600 | 2004 | 1168 | Yes |
| Vacuum | Freightliner | Tymco 600 | 2004 | 1169 | Yes |

REMARKS: All vehicles are equipped with two-way radio communication & GPS.

FORM LW-2

# COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

## APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the RFP is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. **To apply, complete and submit this form to Public Works seven days prior to the due date for proposals**. Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program. N/A

| | | |
|---|---|---|
| Company Name: Nationwide Environmental Services a division of Joe's Sweeping, Inc. | | |
| Company Address: 11914 Front Street | | |
| City: Norwalk | State: California | Zip Code: 90650 |
| Telephone Number: (562) 860-0604 | Facsimile Number: (562) 868-5726 | Email Address: ani@nes-sweeping.com |
| Awarding Department: Public Works | | Contract Term: |
| Type of Service: Street sweeping | | |
| Contract Dollar Amount: | | Contract Number (if any): |

**I am requesting an exemption from the Program for the following reason(s) (*attach to this form all documentation that supports your claim* and *SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION OF PROPOSALS TO PUBLIC WORKS OR FAX TO (626) 458-4194*:**

- ☐ My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) ***(you must attach the IRS Determination Letter).***
- ☐ My business is a Small Business ***(as defined in the Living Wage Ordinance--you must attach your company's two most recent tax year returns and last state payroll tax return)*** which is not an affiliate or subsidiary of a business dominant in its field of operation **AND** during the contract period will have 20 or fewer full- and part-time employees; **AND**
  - ☐ Has less than $1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; **OR**
  - ☐ Is a technical or professional service that has less than $2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- ☐ My business has received an aggregate sum of less than $25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

## FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

☐ My business is subject to a bona fide Collective Bargaining Agreement ***(you must attach the agreement)***; **AND**

- ☐ the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):

_____

_____

_____

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

| PRINT NAME: Never Samuelian | TITLE: President | |
|---|---|---|
| SIGNATURE: never Samuelian | | DATE: September 1, 2006 |

**Additional Information**

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

☐ **Either the contractor or the employees' collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): _____

Company Insurance Group Number(s): _____

Health Premium Amount Paid by Employer: _____

Health Premium Amount Paid by Employee: _____

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other (Specify): _____

☐ **Neither the contractor nor the employees' collective bargaining unit** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

**FORM LW-3**

# COUNTY OF LOS ANGELES
# LIVING WAGE ORDINANCE

## Contractor Living Wage Declaration

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

☒ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **$9.46 per hour** per employee.

☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than $1.14 per hour** per employee. I will pay an hourly wage of not less that **$9.46 per hour** per employee.

☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least $1.14 per hour** per employee. I will pay an hourly wage of not less than **$8.32 per hour** per employee.

Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other: _____ (Specify)

| | |
|---|---|
| PLEASE PRINT COMPANY NAME: Nationwide Environmental Services a divsion of Joe's Sweeping, Inc. | |
| I declare under penalty of perjury under the laws of the State of California that the above information is true and correct: | |
| SIGNATURE: never Samuelian | DATE: September 1, 2006 |
| PLEASE PRINT NAME: Never Samuelian | TITLE OR POSITION: President |

P:\ASPUB\CONTRACT\MASTER\LWDECLARATION.DOC Rev. PW 12/2002

**FORM LW-4**

# COUNTY OF LOS ANGELES LIVING WAGE PROGRAM
# ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

**LIVING WAGE ORDINANCE:**

☒ I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

**CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:**

☒ I have read the provisions of the RFP describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

**LABOR LAW/PAYROLL VIOLATIONS :**

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

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

☒ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**

☐ The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

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

☒ There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**

☐ There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/ Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

**HISTORY OF DEBARMENT (Check one):**

☒ The Firm **HAS NOT** been debarred by any public entity during the past ten years; **OR**

☐ The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information **(including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.**

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

| | |
|---|---|
| Never Samelian<br>Owner's/Agent's Authorized Signature | Never Samelian / President<br>Print Name and Title |
| Nationwide Environmental Services<br>a division of Joe's Sweeping, Inc.<br>Print Name of Firm | September 1, 2006<br>Date |

FORM LW-5

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

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

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

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

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

| | |
|---|---|
| Print Name of Firm: Nationwide Environmental Services a division of Joe's Sweeping, Inc. | Print Name of Owner: Never Samuelian |
| Print Address of Firm: 11914 Front Street | Owner's/AGENT's Authorized Signature: Never Samuelian |
| City, State, Zip Code: Norwalk, CA 90650 | Print Name and Title: Never Samuelian / President |

| | |
|---|---|
| **Public Entity Name** | N/A |
| **Public Entity Address:** | **Street Address:** |
| | **City, State, Zip:** |
| **Case Number/Date Claim Opened:** | **Case Number:** |
| | **Date Claim Opened:** |
| **Name and Address of Claimant:** | **Name:** |
| | **Street Address:** |
| | **City, State, Zip:** |
| **Description of Work: (e.g., Janitorial)** | |
| **Description of Allegation and/or Violation:** | |
| **Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)** | |

☐ Additional Pages are attached for a total of _____ pages.

FORM LW-7

# REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: Nationwide Environmental Services a division of Joe's Sweeping, Inc.

Name of Proposer's Health Plan: N/A Date: September 1, 2006

(Please use a separate form for each health plan offered by the proposer to employees who will be working under this contract.)

| ITEMS | DOES THE PLAN COVER? (YES) (NO) | WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY? | LIST ANY CO-PAYMENTS AND/OR COMMENTS |
|---|---|---|---|
| Proposer's Health Plan Premium | | | |
| Employee only | Y N | $ | |
| Employee + 1 dependent | Y N | $ | |
| Employee + 2 dependents | Y N | $ | |
| Employee + 3 dependents | Y N | $ | |
| Proposer's portion of above health premium payment | | | |
| Employee only | Y N | $ | |
| Employee + 1 dependent | Y N | $ | |
| Employee + 2 dependents | Y N | $ | |
| Employee + 3 dependents | Y N | $ | |
| Any Annual Deductible? | | | |
| Per Person | Y N | $ | |
| Per Family | Y N | $ | |
| Any Annual Maximum Employee Out-of-Pocket Expense? | | | |
| Per Person | Y N | $ | |
| Per Family | Y N | $ | |
| Any Lifetime Maximum? | | | |
| Per Person | Y N | $ | |
| Per Family | Y N | $ | |
| Ambulance coverage | Y N | $ | |
| Doctor's Office Visits | Y N | $ | |
| Emergency Care | Y N | $ | |
| Home Health Care | Y N | $ | |
| Hospice Care | Y N | $ | |
| Hospital Care | Y N | $ | |
| Immunizations | Y N | $ | |
| Maternity | Y N | $ | |
| Mental Health | Y N | $ | |
| Mental Health In-Patient Coverage | Y N | $ | |

## LW-7 – PROPOSER'S MEDICAL PLAN COVERAGE (continued)

| ITEMS | DOES THE PLAN COVER? (YES) (NO) | WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY? | LIST ANY CO-PAYMENTS AND/OR COMMENTS |
|---|---|---|---|
| Mental Health Out-Patient Coverage | Y N | $ | |
| Physical Therapy | Y N | $ | |
| Prescription Drugs | Y N | $ | |
| Routine Eye Examinations | Y N | $ | |
| Skilled Nursing Facility | Y N | $ | |
| Surgery | Y N | $ | |
| X-Ray and Laboratory | Y N | $ | |

Under this health plan, a full time employee:

☐ Becomes eligible for health insurance coverage after ___ days of employment.

☐ Is defined as an employee who is employed more than ___ hours per week.

OTHER BENEFITS:

A.NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS _____ DAYS.

B.NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS _____ DAYS.

C.NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS _____ DAYS.

D.NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS _____ DAYS.

E.NUMBER OF PAID HOLIDAYS PER YEAR IS _____ DAYS.

**TRADE SECRET** **CONFIDENTIAL**

FORM LW-8.1

COST METHODOLOGY FOR STREET SWEEPING SERVICES IN CITY TERRACE (2006-PA010)

PROPOSER: Nationwide Environmental Services
a division of Joe's Sweeping, Inc.

| POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY) | HOURS PER DAY SUN | MON | TUE | WED | THU | FRI | SAT | HOURS PER WEEK | ANNUAL HOURS | | HOURLY WAGE RATE | ANNUAL COST |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Sweeper Operator 1 | | 11.0 | 11.0 | 12.0 | 12.0 | 11.0 | | 57.0 | 2,964.0 | | *$11.00* | $37,466.00* |
| Sweeper Operator 2 | | 0 | 0 | 6.0 | 6.0 | 5.0 | | 17.0 | 884.0 | | *$11.00* | $*9,724.00* |
| Back-up Operator | | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | | 5.0 | 260.0 | | *$10.00* | $*2,600.00* |
| Field Supervisor | | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | | 5.0 | 260.0 | | *$17.00* | $*4,420.00* |
| | | | | | | | | | | | | $ |
| | | | | | | | | | | | | $ |
| | | | | | | | | | | | | $ |
| | | | | | | | | | | | | $ |
| | | | | | | | | | | | | $ |
| | | | | | | | | | | | | $ |

| Comments/Notes: | | |
|---|---|---|
| | Total Annual Salaries | $54,210.00* |
| | (1) Vacations, Sick Leave, Holiday | $*1,645.00* |
| | (2) Health Insurance ** | $ N/A |
| | (3) Payroll Taxes & Workers' Compensation | $18,000.00* |
| | (4) Welfare and Pension | $ N/A |
| | Total Annual Employee Benefits (1+2+3+4) | $19,645.00* |
| | (5) Equipment Costs | $74,000.00* |
| | (6) Service and Supply Costs | $60,970.09* |
| | (7) General and Administrative Costs | $*7,800.00* |
| | (8) Profit | $*9,000.00* |
| | Total Annual Other Costs (5+6+7+8) | $151,770.09* |
| | | |
| | TOTAL ANNUAL PRICE | $225,625.09* |

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

** Minimum cost for health insurance is $1.14/hour if hourly wage rate is between $8.32 and $9.46, unless exemption from Living Wage requirements has been granted by the County.

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

**TRADE SECRET** **CONFIDENTIAL**

FORM LW-8.2

COST METHODOLOGY FOR STREET SWEEPING SERVICES IN ROWLAND HEIGHTS (2006-PA010)

PROPOSER: Nationwide Environmental Services
a division of Joe's Sweeping, Inc.

| POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY) | HOURS PER DAY SUN | MON | TUE | WED | THU | FRI | SAT | HOURS PER WEEK | ANNUAL HOURS | | HOURLY WAGE RATE | ANNUAL COST |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Sweeper Operator 1 | | 11.0 | 11.0 | 11.0 | 11.0 | 11.0 | | 55.0 | 2,860.0 | | *$11.00* | $35,750.00* |
| Sweeper Operator 2 | | 8.0 | 8.0 | 10.0 | 10.0 | 11.0 | | 47.0 | 2,444.0 | | *$11.00* | $28,886.00* |
| Back-up Operator | | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | | 15.0 | 780.0 | | *$10.00* | $*7,800.00* |
| Field Supervisor | | 1.5 | 1.5 | 2.0 | 2.0 | 2.0 | | 9.0 | 468.0 | | *$17.00* | $*7,956.00* |
| | | | | | | | | | | | | $ |
| | | | | | | | | | | | | $ |
| | | | | | | | | | | | | $ |
| | | | | | | | | | | | | $ |
| | | | | | | | | | | | | $ |
| | | | | | | | | | | | | $ |

| Comments/Notes: | | |
|---|---|---|
| | Total Annual Salaries | $80,392.00* |
| *Work hours are based on the new proposed route plan. Sweeping the streets on alternate side and alternate day basis. | (1) Vacations, Sick Leave, Holiday | $*1,645.00* |
| | (2) Health Insurance ** | $ N/A |
| | (3) Payroll Taxes & Workers' Compensation | $26,700.00* |
| | (4) Welfare and Pension | $ N/A |
| *The new proposed "Route Maps" for alternate side and alternate day route will be prepared by NES at no additional cost to the County of Los Angeles. | Total Annual Employee Benefits (1+2+3+4) | $28,345.00* |
| | (5) Equipment Costs | $43,206.04* |
| | (6) Service and Supply Costs | $53,050.18* |
| | (7) General and Administrative Costs | $*7,800.00* |
| | (8) Profit | $*8,180.40* |
| | Total Annual Other Costs (5+6+7+8) | $112,236.62* |
| | | |
| | TOTAL ANNUAL PRICE | $220,973.62* |

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

** Minimum cost for health insurance is $1.14/hour if hourly wage rate is between $8.32 and $9.46, unless exemption from Living Wage requirements has been granted by the County.

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

**TRADE SECRET** **CONFIDENTIAL**

FORM LW-8.3

COST METHODOLOGY FOR STREET SWEEPING SERVICES IN ROAD DISTRICT 119/519 (2006-PA010)

PROPOSER: Nationwide Environmental Services
a division of Joe's Sweeping, Inc.

| POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY) | HOURS PER DAY | | | | | | | HOURS PER WEEK | ANNUAL HOURS | | HOURLY WAGE RATE | ANNUAL COST |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | SUN | MON | TUE | WED | THU | FRI | SAT | | | | | |
| Sweeper Operator 1 | | 11.0 | 11.0 | 11.0 | 11.0 | 12.0 | | 56.0 | 2,912.0 | | *$11.00* | $36,608.00* |
| Sweeper Operator 2 | | 11.0 | 11.0 | 11.0 | 11.0 | 12.0 | | 56.0 | 2,912.0 | | *$11.00* | $36,608.00* |
| Back-up Operator | | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | | 15.0 | 780.0 | | *$10.00* | $*7,800.00* |
| Field Supervisor | | 1.5 | 1.5 | 1.5 | 1.5 | 2.0 | | 8.0 | 416.0 | | *$17.00* | $*7,072.00* |
| | | | | | | | | | | | | $ |
| | | | | | | | | | | | | $ |
| | | | | | | | | | | | | $ |
| | | | | | | | | | | | | $ |
| | | | | | | | | | | | | $ |
| | | | | | | | | | | | | $ |

| Comments/Notes: | | |
|---|---|---|
| *Work Hours are based on the new proposed route plan. Sweeping the streets on alternate side and alternate day basis. | Total Annual Salaries | $88,088.00* |
| | (1) Vacations, Sick Leave, Holiday | $*1,645.00* |
| | (2) Health Insurance ** | $ N/A |
| | (3) Payroll Taxes & Workers' Compensation | $29,600.00* |
| | (4) Welfare and Pension | $ N/A |
| *The new proposed "Route Maps" for alternate side and alternate day route will be prepared by NES at no additional cost to the County of Los Angeles. | Total Annual Employee Benefits (1+2+3+4) | $31,245.00* |
| | (5) Equipment Costs | $49,757.19* |
| | (6) Service and Supply Costs | $59,518.40* |
| | (7) General and Administrative Costs | $*7,800.00* |
| | (8) Profit | $*9,594.11* |
| | Total Annual Other Costs (5+6+7+8) | $126,669.70* |
| | | |
| | TOTAL ANNUAL PRICE | $246,002.70* |

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

** Minimum cost for health insurance is $1.14/hour if hourly wage rate is between $8.32 and $9.46, unless exemption from Living Wage requirements has been granted by the County.

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

# ADDITIONAL INFORMATION

# north american Power Sweeping association

Dear Valued Customer,

The north american Power Sweeping association is proud to announce that **Nationwide Environmental Services** has just been awarded the designation of Certified Sweeping Company.

About naPSa, we are a non-profit organization committed to distributing pertinent sweeping industry information and valuable resources to our members. We are here to provide the street and parking area sweeping industry with an association that will make a difference.

To become a CSC, **Nationwide Environmental Services** had to undergo an application process that qualified them under strict guidelines including: safety, experience, continuing education, vehicle maintenance, driver training and adherence to naPSa's code of ethics.

The naPSa Code of Ethics requires **Nationwide Environmental Services** to take an oath to be dedicated to the highest standards of professionalism, integrity and competence while recognizing their responsibility to their customers, employees, and the public.

To learn more about the Certified Sweeping Company designations you can visit our website at www.naPSaOnline.com . From here you can download an application to see what the requirements are for Certified Sweeping Companies and to view the naPSa Code of Ethics that **Nationwide Environmental Services** has pledged to uphold. You may also call our office for assistance and questions regarding Certification.

Sincerely,

Amy Allen
Administrative Director

naPSa CSC CERTIFIED SWEEPING COMPANY

**naPSa**

PO Box 2114
Kalamazoo, MI 49003
Phone: (269) 383-6993
Fax: (269) 383-6994
www.napsaonline.com

# COUNTY OF LOS ANGELES
# OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 780
Los Angeles, California 90012
(877) 669-CBES / FAX (626) 457-3112
TDD (626) 293-5708
Website: http://oaac.co.la.ca.us

Address all correspondence to:
**CONTRACT COMPLIANCE**
1000 S. Fremont Avenue
Building A-9 East, 1st Floor
Mail: Unit #24
Alhambra, CA 91803-8862

Dennis A. Tafoya
Director

September 26, 2005

ANI SAMUELIAN
NATIONWIDE ENVIRONMENTAL SERVICES
11914 FRONT ST.
NORWALK, CA 906502911

**Vendor #: 50587701**

Dear ANI SAMUELIAN:

Congratulations! Your business has been certified as an eligible participant in the County of Los Angeles Local Small Business Enterprise Preference Program (Local SBE). Your Local SBE certification is valid until August 31, 2008 .

In order for Local SBE preference consideration, each eligible solicitation for the Local SBE preference will include the "Request for Local SBE Preference Program Consideration" form. You must complete the form and provide the above Vendor Number in your bid/proposal for each response to a County solicitation.

The County of Los Angeles Office of Affirmative Action Compliance reserves the right to request additional information and/or conduct an on-site visit at any time during the certification process and/or period to verify any documentation submitted by the applicant. If there are any changes in the State of California Office of Small Business and DVBE Certification (OSDC) SBE status, ownership, control of the firm or principal place of business during the certification period, you are required to notify this office and the OSDC immediately.

Again, congratulations on your certification. If you have any questions regarding the Local SBE Program, visit our website at http://oaac.co.la.ca.us/SBEMain.htm or call the Local SBE Customer Service at (877) 669-CBES.

Sincerely,

DENNIS A. TAFOYA
DIRECTOR

Ozie L. Smith

OZIE L. SMITH
Senior Deputy Compliance Officer

DAT:OLS

"To Enrich Lives through Effective and Caring Service"