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
http://dpw.lacounty.gov

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

IN REPLY PLEASE
REFER TO FILE: AS-0
75728
Amendment 2

June 19, 2007

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:

AMENDMENT TO SERVICE CONTRACT FOR
STREET SWEEPING SERVICES
SUPERVISORIAL DISTRICTS 1 & 5
3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the work continues to be exempt from the provisions of the California Environmental Quality Act (CEQA).

2. Find that this service continues to be capable of being more economically performed by an independent contractor than by County employees.

3. Approve amending Contract No. 75728 for Street Sweeping Services in Azusa/Claremont/Covina to R. F. Dickson Company, Inc., located in Downey, California, effective July 1, 2007, or upon Board approval, whichever occurs last, to enable this contract to continue on a month-to-month basis for up to six months, while Public Works completes the solicitation process for a replacement contract and to comply with Living Wage requirements.

4. Authorize Public Works to encumber up to $125,115.90 for this service (approximately $20,852.65 monthly based on mileage and days per month) on a month-to-month basis up to a total of a six-month period. Funds are available in Public Works' 2007-08 Road Fund budget.

5. Delegate authority to the Director of Public Works to expend an extra 15 percent of the six-month contract sum for additional, unforeseen sweeping services within the scope of this contract.

6. Instruct the Chairman to execute this amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On June 3, 2003, Synopsis 60, your Board approved Contract No. 75728 (formerly 001321) to R. F. Dickson Company, Inc., located in Downey, California, for Street Sweeping Services in Azusa/Claremont/Covina. On June 8, 2006, Agenda Item 69, your Board approved Amendment 1 to this contract to allow for a month-to-month extension for up to 12 months.

The contract was for an initial one-year period with two 1-year renewal options, beginning July 1, 2003. The purpose of this action is to continue this street sweeping service on a month-to-month basis, starting July 1, 2007, for up to six months while Public Works completes the solicitation process for replacement contracts and to increase the living wage rates to comply with the amended Living Wage Ordinance. The preparation of solicitations began several months ago; however, the need for extensive changes in the scope of work and service area require us to request this extension. When proposals have been received and evaluated, Public Works will recommend contract awards for continued provision of this street sweeping services.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goals of Organizational Effectiveness and Fiscal Responsibility as the contractor's expertise allows for effectively providing services in a timely, effective, and responsive manner.

FISCAL IMPACT/FINANCING

There will be no impact on net County cost. The total cost of this service is estimated to be $125,115.90. Funds are available in Public Works' 2007-08 Road Fund budget.

Using methodology approved by the Auditor-Controller, Public Works has calculated the cost-effectiveness of contracting for this service. Based on the cost calculations, Public Works has determined that this service can be more economically performed by an independent contractor than by County employees. This Proposition A contract does

not allow for a cost-of-living adjustment for the optional-years, so the contract extension price does not reflect an overall cost-of-living adjustment, but it does reflect an increase to account for the increased living wage rate.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed amendment has been executed by the Contractor and approved as to form by County Counsel.

Since this is a Proposition A contract, Public Works has determined that the contractor complies with the requirements of the Living Wage Program (Los Angeles County Code Chapter 2.201) and agrees to pay its full-time employees providing County services a living wage.

ENVIRONMENTAL DOCUMENTATION

This service continues to be categorically exempt from CEQA as set forth in Section 15301 of the State CEQA guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the amendment will continue the current contract services.

CONCLUSION

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

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

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Enc. 3

cc: Office of Affirmative Action Compliance
Chief Administrative Office
County Counsel

ENCLOSURE

BOARD EXECUTE

AMENDMENT 2 TO CONTRACT NO. 75728

STREET SWEEPING SERVICES FOR AZUSA/COVINA/CLAREMONT

THIS AMENDMENT, made and entered into as of this ____day of _____, 2007, 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

WHEREAS, Contract No. 75728 was entered into between the COUNTY and the CONTRACTOR on July 1, 2003, (the "Contract") for Street Sweeping Services for Azusa/Covina/Claremont; and

WHEREAS, this Contract was awarded under the authority of Los Angeles County Code, Section 2.212 (Contracting with Private Business); and

WHEREAS, contracts awarded under this authority are subject to the provisions of the Los Angeles County Code Sections 2.201.010 through 2.201.100 (Living Wage Program); and

WHEREAS, on February 6, 2007, the Board of Supervisors approved increases in the County Living Wage Program's hourly rates; and

WHEREAS, the Board directed that all current COUNTY contracts subject to the Living Wage Program be amended to reflect the new rates when the contracts were either renewed for their option-year or otherwise amended after June 15, 2007; and

WHEREAS, the CONTRACTOR is willing to pay its employees providing service under this Contract the revised Living Wage Program's hourly rates; and

WHEREAS, the COUNTY and the CONTRACTOR have agreed on a new annual Contract Maximum Amount, which reflects the CONTRACTOR'S revised Living Wage Program's hourly rates; and

WHEREAS, in accordance with the Contract's Exhibit B, Service Contract General Requirements, Section 3.U, Changes and Amendments of Terms, the COUNTY desires to continue the street sweeping services (hereinafter referred to as "services"); and

WHEREAS, on June 20, 2006, the Board approved extending the expiration of the term of the Contract for 12 months from July 1, 2006, to June 30, 2007; and

WHEREAS, the parties desire to extend the Contract on a month-to-month basis for up to six months at an amount not to exceed $125,115.90 (approximately $20,852.65 monthly based on mileage and days per month) or such greater amount as the Board may approve.

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NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 75728 between them shall be amended as follows:

FIRST: Part II, Service Contract General Requirements, Section G.3, Changes and Amendments of Terms, is hereby amended and modified to extend the expiration of the term on the Contract on a month-to-month basis for a period of up to six months, beginning July 1, 2007, as follows:

- The CONTRACTOR shall provide continuous performance under this Contract from month-to-month, commencing on July 1, 2007, for up to the maximum period of six months, through and including December 31, 2007, unless the COUNTY provides a written notice of nonrenewal at least ten days before the last day of any month, in which case this Contract shall expire as of midnight of the last day of that month.

SECOND: The CONTRACTOR agrees to pay its employees providing services under this Contract the Living Wage in accordance with Form LW-3, Contractor Living Wage Declaration (Attachment A).

THIRD: This Contract's Exhibit B, Section 9, Compliance with County's Living Wage Program, is deleted in its entirety and is replaced by Attachment B to this AMENDMENT.

FOURTH: This Contract is hereby amended to comply with the new Living Wage rates specified in Exhibit F of the Contract. The modification of this Contract will become effective July 1, 2007, or upon Board approval, whichever occurs last.

FIFTH: The cost to have these services comply with the new Living Wage rate will increase what would have been the Contract's six-month maximum sum from $118,048.50 to $125,115.90 (Attachment C).

SIXTH: All other terms, requirements, specifications, and conditions, of the original Contract shall remain in full force and effect.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman 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_____
Chairman, Board of Supervisors

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

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles } ss.

On 6-4-7 (Date), before me, CINDY J. GALINDO, NOTARY PUBLIC (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

© 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

ATTACHMENT A.1

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.

If you are not exempt from the Program, please check the option that best describes your intention to comply with the Program.

☒ 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 **$11.84 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 $2.20 per hour** per employee. I will pay an hourly wage of not less that **$11.84 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 $2.20 per hour** per employee. I will pay an hourly wage of not less than **$9.64 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: June 4, 2007
PLEASE PRINT NAME: Steven L. Dickson	TITLE OR POSITION: President

ATTACHMENT A.2
FORM LW-8.1

COST METHODOLOGY FOR CONTRACT: STREET SWEEPING SERVICES IN AZUSA/COVINA/CLAREMONT

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				
STREET SWEEPER 1 - JORGE GONZALES		8	8	8	8	8		40	2080	12.35	$ 25,688.00
STREET SWEEPER 2 - BRADLEY HASTE		8	8	5	0	0		21	1092	12.35	$ 13,486.20
											$
											$
											$
											$
											$
											$
											$
											$

Comments/Notes:

Total Annual Salaries	$ 39,174.20
(1) Vacations, Sick Leave, Holiday	$ 2,886.52
(2) Health Insurance **	$ 2,436.10
(3) Payroll Taxes & Workers' Compensation	$ 6,026.80
(4) Welfare and Pension	$
Total Annual Employee Benefits (1+2+3+4)	$ 11,349.42
(5) Equipment Costs	$ 90,850.22
(6) Service and Supply Costs	$ 47,975.33
(7) General and Administrative Costs	$ 48,194.63
(8) Profit	$ 12,688.00
Total Annual Other Costs (5+6+7+8)	$ 199,708.18
TOTAL ANNUAL PRICE	$ 250,231.80

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 $2.20/hour if hourly wage rate is between $9.64 and $11.84, unless exemption from Living Wage requirements has been granted by the County.

'his cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance aborer, 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; stimated 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 hown 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.
'he above information was complied from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the roposal.

R.F.Dickson Co.,Inc.
Name of Proposer

Signature

June 4, 2007
Date

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SECTION 9

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. Living Wage Program

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

B. Payment of Living Wage Rates

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

   a. Not less than $11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

   b. Not less than $9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed $2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than $2.20 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 County under this Contract. If Contractor uses any subcontractor to perform services for County under this Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means

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

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

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

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

C. Contractor's Submittal of Certified Monitoring Reports

1. Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, 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 County, or any other form approved by County which contains the above information. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

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

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

E. County Auditing of Contractor Records

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

F. Notifications to Employees

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

G. Enforcement and Remedies

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

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

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

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

certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

c. Termination: 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.

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

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

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

c. Termination: 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.

3. Debarment: In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

H. Use of Full-Time Employees

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

I. Contractor Retaliation Prohibited

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

J. Contractor Standards

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

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not

apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

ATTACHMENT C
FORM PW-2.1

SCHEDULE OF PRICES

FOR

STREET SWEEPING – AZUSA/COVINA/CLAREMONT

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

ITEM	DESCRIPTION	UNIT	ANNUAL QUANTITY	UNIT PRICE	ANNUAL PRICE
1	SWEEPING OF CURBED STREETS	CURB MILES (CM)2	10,764	$23.19	$249,617.16
2	SWEEPING OF PAVED ALLEYS	PAVED ALLEY MILES (PM)3	26.5	$23.19	$614.54
TOTAL ANNUAL PROPOSED PRICE					**$250,231.70**

*A Curb Mile (CM) shall equal a swept path not less than five feet wide for a total length of 5,280 feet. (See Part I, Section 2.E, Services to be Performed)

**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 Part I, Section 2.E, Services to be Performed)

LEGAL NAME OF PROPOSER R.E. Dickson Co., Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
TITLE OF AUTHORIZED PERSON President		
DATE June 4,2007	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE
PROPOSER'S ADDRESS: 12524 Clark Ave, Downey, CA 90242		
PHONE (562) 923-5441	FACSIMILE (562)869-5943	E-MAIL steve@dickson-ca.com