

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

May 29, 2018

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

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

35 May 29, 2018

CELIA ZAVALA
ACTING EXECUTIVE OFFICER

SERVICES CONTRACTS
TRANSPORTATION CORE SERVICE AREA
AWARD OF SERVICES CONTRACTS FOR
STREET SWEEPING SERVICES IN ROWLAND HEIGHTS
AND ROAD DISTRICT 119/519
(SUPERVISORIAL DISTRICTS 1, 4, AND 5)
(3 VOTES)

SUBJECT

Public Works is seeking Board approval to award two service contracts for street sweeping services in the areas of Rowland Heights and Road District 119/519.

IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
- 2. Find that these services can be more economically performed by an independent contractor than by County employees.
- 3. Award the contract for Rowland Heights street sweeping services to Arakelian Enterprises, Inc., dba Athens Services, located in City of Industry, California, and direct the Chair to execute the contract. This contract will be for a period of 1 year with three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months with a maximum potential contract sum of \$1,364,632, which includes disposal and fuel adjustments in accordance with the contract terms.

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- 4. Award the contract for Road District 119/519 street sweeping services to Arakelian Enterprises, Inc., dba Athens Services, located in City of Industry, California, and direct the Chair to execute the contract. This contract will be for a period of 1 year with three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months with a maximum potential contract sum of \$1,563,737, which includes disposal and fuel adjustments in accordance with the contract terms.
- 5. Authorize the Director of Public Works or his designee to renew the contracts for each of their additional renewal options and extension periods if, in the opinion of the Director of Public Works or his designee, Arakelian Enterprises, Inc., dba Athens Services, has successfully performed during the previous contracts period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works or his designee, it is in the best interest of the County to do so.
- 6. Authorize the Director of Public Works or his designee to annually increase the contracts' amount up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contracts, if required.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide street sweeping services to maintain the streets, alleys, and curbed medians within the unincorporated areas of Rowland Heights and areas designated as Road District (RD) 119/519. RD 119/519 covers the unincorporated areas of East Pasadena, East San Gabriel, South San Gabriel, and East Arcadia. The work to be performed will consist of sweeping 10,192 curb miles and 104 paved alley miles annually in Rowland Heights and 10,972 curb miles and 312 paved alley miles annually in RD 119/519.

Implementation of Strategic Plan Goals

The County Strategic Plan directs the provisions of Strategy II.3, Make Environmental Sustainability our Daily Reality and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The recommended action allows for the County to reduce storm water pollution while improving the environmental and social well-being of our communities so that they may thrive now and into the future. The recommended contractor has the specialized expertise to accurately, efficiently, timely, and in a responsive and cost-effective manner and will support Public Works in meeting these goal.

FISCAL IMPACT/FINANCING

There will be no impact to the County's General Fund.

The maximum potential contract sum is \$1,364,632 for Rowland Heights and \$1,563,737 for RD 119/519 for the maximum contract period of 54 months, which includes disposal and fuel adjustments, in accordance with the contract terms. With the Board's delegated authority, the Director of Public Works may increase the contracts' total maximum amount by up to 10 percent of the annual contracts' sum for unforeseen, additional work within the scope of the contracts, if required.

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These amounts are based on Public Works' estimated annual utilization of the contractor's service at the prices quoted by the contractor. The terms and sums for each term of the maximum contract period are as follows:

Rowland Heights Area:

The sum for the initial term is \$279,136.

The sum for the first option term is \$293,093.

The sum for the second option term is \$307,749.

The sum for the third and final option term is \$323,102.

The sum for the month-to-month option to extend, up to 6 months is \$161,552.

RD 119/519 Area:

The sum for the initial term is \$319,863.

The sum for the first option term is \$335,857.

The sum for the second option term is \$352,649.

The sum for the third and final option term is \$370,245.

The sum for the month-to-month option to extend, up to 6 months is \$185,123.

Funding for these services for the initial terms for both areas are included in the Fiscal Year 2018-19 Road Fund Budget. Funds to finance the contracts' option years, which includes 10 percent additional funding for contingencies, will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor for both contracts is Arakelian Enterprises, Inc., dba Athens Services, located in City of Industry, California. These contracts will commence on July 1, 2018, or upon the Board's approval, whichever occurs last, for a period of 1 year. With the Board's delegated authority, the Director of Public Works or his designee may renew these contracts for three 1-year renewal options, and a month-to-month extension up to 6 months for a maximum potential total contract term of 54 months.

These contracts have been executed by Arakelian Enterprises, Inc., dba Athens Services, and approved as to form by County Counsel (Enclosures A.1 and A.2). The recommended contracts were solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County requirements.

A standard service contract has been used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosures C.1 and C.2 reflect the contractor's minority participation. Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Pursuant to the applicable Memorandum of Understanding, the Request for Statement of Qualifications (RFSQ) for these solicitations were submitted on March 18, 2015, to the appropriate union for review. Subsequently, the Invitation for Bids (IFB) for these services was submitted on September 12, 2017, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

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This work is being contracted in accordance with procedures authorized under County Charter, Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The mandatory requirements for contracting set forth in the Los Angeles County Code, Section 2.121.380, have been met.

The contractor has agreed to pay its full-time employees the current Living Wage Rate approved by the Board on December 1, 2015, and to comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance provisions apply to these proposed contracts, as County employees can perform these contracted services. The contracts comply with all of the requirements of the County Code, Section 2.201.

Using methodology approved by the Auditor-Controller, the Proposition A cost analysis indicates that the recommended contracted services can be performed more economically by the private sector.

These Proposition A contracts do not allow Cost-of-Living Adjustments for the optional renewal periods. However, these contracts do contain a provision for fuel and/or disposal fee adjustments on an annual basis.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the provisions of the California Environmental Quality Act. These services are within a class of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 (c) of the California Environmental Quality Act.

CONTRACTING PROCESS

A notice of the RFSQ for street sweeping services was released on March 17, 2015. Six Statement of Qualifications (SOQs) were received on April 15, 2015. The six SOQs were first reviewed to ensure they met the mandatory requirements outlined in the RFSQ. All six SOQs met these mandatory requirements. These six SOQs were then evaluated by an evaluation committee consisting of Public Works staff utilizing the informed averaging methodology. The committee's evaluation was based on criteria described in the RFSQ, including experience, work plan, financial resources, references, and demonstrated controls over labor/payroll recordkeeping. Based on this evaluation, Public Works selected the six apparent responsive and responsible vendors and placed them on the Qualified Contractors List. On March 20, 2017, the RFSQ was released for the second time, however, no additional SOQs were received.

On November 8, 2017, a notice of the IFB was e-mailed to the six vendors on the Qualified Contractors List that resulted from the RFSQ for street sweeping services. Advertisement and outreach activities were conducted during the RFSQ process, which included placing an advertisement in the Los Angeles Times and a notice of the IFB on the County's "Doing Business With Us" website (Enclosure B), Public Works' "Business Opportunities" website, and Twitter. Also, Public Works informed 1,243 Local Small Business Enterprises, 58 independent contractors, and community business enterprises about this business opportunity.

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On December 13, 2017, three bids were received for Rowland Heights and two bids were received for RD 119/519. The bids were evaluated based on the price category. It is recommended that both contracts be awarded to the apparent responsive, responsible, and lowest bid, Arakelian Enterprises, Inc., dba Athens Services, located in City of Industry, California.

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

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 presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this Board letter along with the Contractor Execute and Department Conform originals of the contract to the Department of Public Works, Business Relations and Contracts Division. The original Board Execute copy should be retained for your files.

Respectfully submitted,

MARK PESTRELLA

Director

MP:JQ:ep

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office
Internal Services Department, Contracts Division

Frelle

Agreement

BOARD EXECUTE "



BY AND BETWEEN

THE COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC WORKS

AND

ARAKELIAN ENTERPRISES, INC. dba ATHENS SERVICES

FOR

ROWLAND HEIGHTS AREA STREET SWEEPING SERVICE

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EXHIBIT H

Area Map

AGREEMENT FOR

ROWLAND HEIGHTS AREA STREET SWEEPING SERVICES (2017-PA035)

THIS AGREEMENT, made and entered into this day of May, 2018, 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 ARAKELIAN ENTERPRISES, INC., dba ATHENS SERVICES, a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

<u>FIRST</u>: 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 April 15, 2015, and Bid Submission filed with the COUNTY on December 13, 2017, hereby agrees to provide services as described in this Contract for Rowland Heights Area Street Sweeping Services (2017-PA035).

SECOND: This AGREEMENT, together with Exhibit A.1, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F.1, Performance Requirements Summary; Exhibit G, Sample Fuel Adjustment Calculation; Exhibit H, Area Maps; the CONTRACTOR'S Statement of Qualifications and Bid Submission, all attached hereto; the Request for Statement of Qualifications; Addenda to the Request for Statement of Qualifications; and the Invitation for Bids, including its exhibits and addenda, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Bid Submission and attached hereto as Forms PW-2.1 – 2.5, an amount not to exceed \$1,364,632, which includes disposal and fuel adjustments, for the entire contract period of 54 months as the Board may approve (Maximum Contract Sum). The sum for the initial term is \$279,136; the sum for the first optional term is \$293,093; the sum for the second optional term is \$307,749; the sum for the third optional term is \$323,102; and a month-to-month extension up to 6 months is for \$161,552, in a prorated monthly amount.

FOURTH: This Contract's initial term shall be for a period of one year commencing on July 1, 2018, or upon the Board's approval, whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to three additional one-year periods and six month-to-month extensions, for a maximum total Contract term of four years and six months. Each such option and renewal shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of

midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

<u>FIFTH</u>: 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 the applicable Forms PW-2.1 through PW-2.4, Schedule of Prices.

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

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

<u>SEVENTH</u>: 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.

<u>EIGHTH</u>: 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.

<u>TENTH</u>: No Cost-of-Living Adjustments (COLA) shall be granted for the optional renewal periods.

<u>ELEVENTH</u>: The Director may adjust five percent of the hourly rate of compensation set forth in the applicable Form PW-2 (Schedule of Prices) based on the increase or decrease in the negotiated fuel price during the term of this Contract, whenever there is a renegotiation of the Contractor's fuel prices with the fuel suppliers. The Contractor agrees to provide Public Works with a copy of its current long-term fuel purchasing agreements and each new fuel agreement, whenever the(se) agreement(s)

is/are renegotiated during the term of this Contract. Such copies, when marked "Confidential" by the Contractor, shall be treated by the County as confidential in accordance with the California Public Records Act. The percentage change in the fuel price shall be obtained using the fuel prices listed in the long-term agreement on the proposal submission date and whenever there is a change in the long-term fuel price. A sample calculation is included in Exhibit G. However, when the percentage increase or decrease in the fuel price is less than five percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase of decrease) will be added to or subtracted from, as applicable, the hourly rate of compensation to establish the adjusted hourly rate of compensation. A sample calculation is included in Exhibit G. Public Works shall be permitted to audit the CONTRACTOR'S fuel usage, fuel costs, and fuel procurement methods for the vehicles used in revenue service and the CONTRACTOR shall provide records pertaining to its fuel costs upon the COUNTY'S request. The CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR changes from purchasing fuel using a long-term agreement to purchasing fuel utilizing Market Prices.

TWELFTH: The CONTRACTOR may request an annual adjustment in the "Curb Mile" and "Paved Alley Mile" unit prices set forth in Forms PW-2.1 through PW-2.4 (Schedule of Prices) based on a percentage change in disposal fee during the life of this Contract. Adjustments will be based on the increase or decrease in the disposal fee charged to the CONTRACTOR by the Solid Waste Facility designated/used by the CONTRACTOR. This percentage will be calculated based on the disposal fee charged after the commencement date of this Contract and the disposal fee charged on this Contract's renewal date(s). Only five percent of the "Curb Mile" and "Paved Alley Mile" unit prices may be adjusted for increases or decreases in the disposal fee. The CONTRACTOR must substantiate the change in cost for refuse disposal to the satisfaction of the Director. The CONTRACTOR supplied documentation shall include disposal site receipts, driver route schedules, vehicle numbers, summary sheets of monthly disposal costs and fees charged per ton, detailed comparisons of current and previous disposal fee, and any additional documentation requested by the COUNTY to establish most current disposal fees. The CONTRACTOR shall also provide an explanation for use or nonuse of any alternate disposal sites.

THIRTEENTH: 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 H, inclusive, the COUNTY'S provisions shall control and be binding.

<u>FOURTEENTH</u>: In the event that there are discrepancies in the work requirements between the Scope of Work from the Request for Statement of Qualifications document and this Invitation for Bid's Scope of Work resulted from the Request for Statement of Qualifications (2015-SQPA004) per the sole discretion of the Contract Manager, the higher requirements shall prevail and be binding.

<u>FIFTEENTH</u>: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

SIXTEENTH: This Contract constitutes the entire agreement between the COI and the CONTRACTOR with respect to the subject matter of this Contract and supers	JNTY
all prior and contemporaneous agreements and understandings.	seaes
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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 Chair of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.



ATTEST:

CELIA ZAVALA
Acting Executive Officer of the
Board of Supervisors of the
County of Los Angeles

APPROVED AS TO FORM:

MARY C. WICKHAM County Counsel

By Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#35

MAY 2 9 2018

CELIAZAVALA
ACTING EXECUTIVE OFFICER

OUNTY OF LOS ANGÉLES

Chair, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

CELIA ZAVALA
Acting Executive Officer
Clerk on the Board of Supervisors

Deput

ARAKELIAN ENTERPRISES, INC., dba ATHENS SERVICES

Bv

Its President

Greg Loughnane

Type or Print Name

ву_

Its Secretary

Michael Arakelian

Type or Print Name

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate is attached, and not	icate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document.
State of California County of Los Angules On April 05, 2018 before me, De Date personally appeared	born Ann Rinus Notary Fublic Here Insert Name and Title of the Officer nanc and Michael Arakelian— Name(s) of Signer(s)
who proved to me on the basis of satisfactor subscribed to the within instrument and acknow	y evidence to be the person(s) whose name(s) is/are wledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person (s)
DEBORA ANN ROJAS Commission # 2086973 Notary Public - California Los Angeles County My Comm. Expires Nov 18, 2018	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature of Notary Public
Place Notary Seal Above	
Though this section is optional, completing this	TIONAL information can deter alteration of the document or solutions from to an unintended document.
escription of Attached Document	Co. Publicularts & AET - Row Wood Heights Street Swap Number of Pages:
apacity(ies) Claimed by Signer(s) igner's Name: Corporate Officer — Title(s): Partner — □ Limited □ General Individual □ Attorney in Fact Trustee □ Guardian or Conservator Other:	☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other:
gner Is Representing:	Signer Is Representing:

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SCOPE OF WORK

ROWLAND HEIGHTS AREA STREET SWEEPING SERVICES (2017-PA035)

A. <u>Public Works Contract Manager</u>

Public Works Contract Manager will be Mr. Edward Lee of our Road Maintenance Division Maintenance District 1 Baldwin Park who may be contacted at (626) 337-1277 or elee@dpw.lacounty.gov, Tuesday through Friday, 6:30 a.m. to 5 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 the Contract Manager. The Contractor will be notified in writing when there is a change in the Contract Manager.

B. Work Location

Exhibit H, Area Maps provides a more detailed outline of each sweeping area limits, including locations of streets and alleys included in the service area.

C. Request of Work from Contractor

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

D. Contract Cost

All services required in this Exhibit A.1, Scope of Work, shall be included in the price quoted by the Contractor in Form PW-2.1 through PW-2.4, Schedule of Prices, unless stated otherwise in the Contract.

E. Work Description

The Contractor shall sweep and/or clean once a week, or as specified, all public streets, paved alleys, and curbed medians within the Project limits as shown in Exhibit H, Area Map. 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 10 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. Both gutter brooms must be down for this definition to apply.

Sweeping a street shall normally consist of a single pass, both brooms down, at a maximum speed of not more than 6 miles per hour 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 a single swept path, both brooms down, 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 6 miles per hour.

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 I, Standard of Performance, below, the 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 I, Standard of Performance, below.

The Contractor shall immediately 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 the Contractor to the Contract Manager as soon as the condition is identified. Dead animals shall be reported to Animal Control at (310) 523-9566.

F. Work Schedule

A complete schedule of weekly sweeping (Work Schedule) shall be submitted to the Contract Manager for approval prior to any work being done under this Contract. The Work 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.

Also, a route map shall be submitted as part of the Work Schedule, showing streets, alleys, and medians to be swept each day by the Contractor. The 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 the Contractor shall require approval by the Contract Manager prior to being included in the weekly work.

The County reserves the right to require the Contractor to sweep specific areas on specified days and at specified times of the day and to change any portions of an existing and established sweeping Work Schedule at any time during the duration of this Contract. The following guidelines shall be applicable:

- Sweeping of streets that have posted parking restrictions specified for street sweeping shall only be swept during the posted day and hours. After the Contract has been awarded, a list of posted streets shall be provided to the Contractor.
- 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. The Contractor shall be responsible for determining when trash pickups are scheduled. Trash pickup schedules for some County areas may be found in the following website: http://ladpw.org/epd/cleanla/default.html.
- 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, except for streets adjacent to schools, shall not be swept prior to 7 a.m. or after 3:30 p.m.
- 7. Street sweeping shall be scheduled so that both sides of a street are not swept in the same day, unless the Contract Manager directs otherwise.

G. Alternate Day Sweeping Schedule

Streets on 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.

After receiving notification that the Contactor has been awarded this Contract, the said contactor shall have 30 days to provide a finalized and working alternate day sweeping schedule to the Contract Manager.

H. Holidays

Holidays Observed by the County of Los Angeles are:

New Year's Day

Martin Luther King, Jr. Day

Presidents' Day

Cesar Chavez Day

Memorial Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving

Independence Day Christmas Day

When street sweeping falls on a County Observed Holiday, the Contractor shall complete the work in compliance with Paragraph AA, Changes Resulting from Schedule Disruption.

I. 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 the Contractor to resweep the subject areas during the same business day. If the area(s) cannot be reswept during the same business day by the Contractor, the Contract Manager may deduct payment to the Contractor in accordance with this Exhibit's paragraph R, Inspection and Acceptance of the Work.

J. Contractor's Sweepers Mandatory Requirements

The type of equipment utilized in this service shall be stated on the Statement of Equipment Form (Form PW-20.1)

K. Disposal of Refuse and Debris

All debris and refuse collected from these operations shall become the property of the Contractor. The 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. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System. When storage of refuse and debris is necessary prior to disposal, the Contractor shall locate and arrange for use of a temporary storage site off the road rights of way. The Contractor will not be allowed to use the rights of way or Public Works facilities as temporary storage sites.

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

L. Utilities/Water

The County will not provide utilities. The Contractor shall furnish all water necessary for sweeping operations in accordance with this Exhibit's paragraph E, Work Description.

M. Storage Facilities

The County will not provide storage facilities for the Contractor.

N. Right of Way

The Contractor shall conduct all its activities and operations within the confines of public roadways. The 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, the Contractor elects to access non-County property, the 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 areas. In performing any work or doing any activity pursuant to this Contract, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations.

O. <u>Authority of Board and Contract Manager</u>

The County of Los Angeles Board of Supervisors (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 these Area Maps and Specifications. The Contractor shall promptly comply with instructions from the Contract Manager or 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 Area Maps; 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.

P. <u>Best Management Practices</u>

The Best Management Practices (BMP) shall be defined as any program, technology, process, siting criteria, operating method, measure, or device, which controls, prevents, removes, or reduces pollution. The Contractor shall obtain and refer to the <u>California Storm Water BMP Handbooks</u>, <u>Volume 3 Construction BMP Handbook</u> and the <u>County of Los Angeles Department of Public Works BMP Handbook for Construction Activities</u>. These publications are available from:

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

The Contractor shall have a readily accessible copy of each publication in the service area at all times. As a minimum, the Contractor shall implement the following BMP 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
	WASTE MANAGEMENT
CD13(2)	Solid Waste Management
CD14(2)	Hazardous Waste Management
CD15(2)	Contaminated Soil Management
CD16(2)	Concrete Waste Management
	VEHICLE AND EQUIPMENT MANAGEMENT
CD18(2)	Vehicle and Equipment Cleaning
CD19(2)	Vehicle and Equipment Fueling
CD20(2)	Vehicle and Equipment Maintenance

TRAINING

CD40 Employee/Subcontractor Training

PHYSICAL STABILIZATION

CD26A(2) Soil Stabilizer/Dust Control

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

The BMP for the Contractor activities shall be continuously implemented throughout the year. The 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. The 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 BMP shall be considered as included in the Total Annual Proposed Price shown in Form PW-2.1 through PW-2.4, Schedule of Prices. Should the 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 the Contractor that \$1,000 per day is the minimum value of the cost and actual damage caused by the 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 the 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 the Contractor, as liquidated damages, \$1,000 for each calendar day that the Contractor has not fully implemented one or more of the BMP specified for this Contract and/or is otherwise in noncompliance with these provisions. In addition, the Contractor shall defend, indemnify, and hold harmless the County and its officers, employees, and agents from any fine, penalty, or enforcement action (including attorney's 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 BMP. The County may deduct from payment due to the Contractor, amounts necessary to cover such fines and costs.

Q. <u>Execution of Work</u>

To minimize public inconvenience, the Contractor shall diligently execute the work in the manner and at the times approved by the Contract Manager as specified in this Exhibit's paragraph F, Work Schedule, and shall at all times comply with the approved sweeping Work Schedule. If, as determined by the Contract Manager, the Contractor fails to execute the work to the extent that the public may be inconvenienced, the Contractor shall, upon orders from the Contract Manager, immediately resume diligent execution of the work. All cost of executing the work as described herein shall be included in the Contractor's Total Annual Proposed Price shown in Form PW-2.1 through PW-2.4, Schedule of Prices.

Should the Contractor continue or fail to execute the work diligently after orders of the Contract Manager to do so, the Contract Manager may suspend the work in whole or in part pursuant to Exhibit B, Section 3, unless the Contract Manager, in his or her sole discretion, determines that the Contractor will resume diligent execution of the work. All expenses and losses incurred by the Contractor as a result of such suspensions shall be borne by the Contractor.

R. <u>Inspection and Acceptance of the Work</u>

The Contractor shall implement a Contract Quality Control Plan as required under this Exhibit's paragraph X, Quality Control. The Contractor shall routinely inspect the work to ensure compliance with the Area Maps and Specifications, approved Work Schedules, and the Contractor quality standards.

The Contract Manager may inspect the work to assure that the quality of street sweeping services is in compliance with requirements 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 5 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 Area Maps. Photos and documentation for all deficient locations will be provided to the 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 8 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.

S. Contractor's Equipment Compliance with Laws and Regulations

- The Contractor shall fully comply with all applicable laws and regulations, including, but not limited to, all Air Quality Management District (AQMD) regulations. In particular, the 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 the Contract Manager. The Contract Manager or a designee may inspect the 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, and only if no other alternate-fuel street sweeper is available, the 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. The 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. The 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, the Contractor's equipment shall clean the streets as specified in this Exhibit's paragraph I, Standard of Performance.
- 5. The Contractor shall provide sweeping equipment and disposal trucks, which shall be properly maintained both mechanically and in appearance. The Contractor shall provide backup 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. The 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 contact with the sweeper operator during sweeping operations. The 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.

T. <u>Global Positioning System</u>

- 1. Primary and backup 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, the Contractor shall provide Public Works with two accounts to access the GPS provider's internet site. If additional software is required, the 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. The Contractor shall pay for all costs related to GPS, including hardware, software, activation fees, technical support, and monthly service charge fees. There is no separate bid item for the GPS.
- 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 e-mail alert when the following events occur:
 - a. Sweeper exceeds 6 mph 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 Microsoft Excel or Word.
- 13. Data shall be available for immediate downloading for a minimum of 3 months. After 3 months, data shall be backed up and be made available at Public Works' request.

U. Reports

In addition to other data filed with the County by the Contractor, the 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 schedule
- 6. Waste tonnage summary and copies of waste disposal receipts

V. <u>Measurement</u>

The Contractor is required to design an approved weekly "alternate day" sweeping schedule for all areas. There is no separate bid item for creating this schedule.

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 Z, Additional Sweeping, that require the total width of the street to be swept shall be measured on the basis of the width of street in feet divided by 10 (both gutter brooms down) to determine the Curb Miles per mile of length.

W. <u>Contractor's Representative</u>

Before starting the work, the Contractor shall designate, in writing, a County-approved 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 the Contractor. A joint venture or partnership shall designate only one representative and alternate. In the absence of the 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 the Contractor or its representative.

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

X. Quality Control

The Contractor shall be responsible for implementing procedures for ensuring that street sweeping services are provided in strict compliance with the Area Maps, Specifications, and approved Work Schedule.

The 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 the Contractor's project manager or general superintendent, and that the Contractor's quality control procedures establish a separate system for recording, reporting, and resolving quality control issues.

Within 10 days of Contract award, the 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 the Contractor's Quality Control representatives; a description of the roles and responsibilities for quality control; the system for monitoring, reporting on, and resolving quality control issues; and checklists or other documentation in support of the Contractor's Quality Control function.

Y. Specifications

These specifications and 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.

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 Area Maps or indicated in the Specifications, the County does not warrant the completeness or accuracy of such information. The 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. The Contractor shall, upon discovering any error or omission in the Area Maps or Specifications, immediately call it to the attention of the Contract Manager.

Z. Additional Sweeping

The Contractor shall provide additional sweeping of any street(s) and alley(s) within the area shown on the Area Maps at any time when ordered by the Contract Manager. The Contractor will be compensated for each additional sweeping at the Contract's Unit Price per Curb Mile or Paved Alley Mile, indicated in Form PW-2.1 through PW-2.4. Schedule of Prices, as appropriate as 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.

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 V, Measurement. All sweeping shall be done with sufficient passes to achieve the results described in this Exhibit's paragraph I, Standard of Performance.

Compensation for additional 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 the Contractor on an hourly basis where it is difficult to determine Curb Miles swept in a non-routine manner. In these cases, the hourly rate paid by the County to the Contractor shall be equal to four times the Contract's Unit Price per Curb Mile, as indicated in Form-2.1 through PW-2.4, Schedule of Prices. Minimum payment will be equivalent to payment for 16 Curb Miles.

AA. Changes Resulting from Schedule Disruption

During this Contract period, the Contractor shall sweep the designated public streets and alleys at least once each week, including all curbed medians in accordance with a Work Schedule approved by the Contract Manager.

During inclement weather, the Contract Manager or his designee may cancel the day's scheduled sweeping. In such cases, the Contractor will be contacted and sweeping immediately be stopped. The Contractor shall be paid for sweeping performed before the call was made to stop sweeping. When, in the opinion of the Contract Manager, inclement weather prevents adherence to the regular sweeping schedule for 2 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 I, Standard of Performance, and shall be performed by the Contractor at the Contract's Unit Price per Curb Mile, as indicated in Form PW-2.1 through PW-2.4, Schedule of Prices, and will not be considered additional sweeping as defined in this Exhibit's paragraph Z, 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 in the regular sweeping schedule. Any such requested sweeping shall meet the requirements of this Exhibit's paragraph I, Standard of Performance, and shall be performed by the Contractor at the Contract Unit Price per Curb Mile, as indicated in Form PW-2.1 through PW-2.4, Schedule of Prices, and shall not be considered additional sweeping.

In the event the Contractor is prevented from completing the sweeping as provided in the approved Work Schedule because of reasons other than inclement weather

or holidays, the Contractor shall be required to complete the deferred sweeping services within two calendar days without interruption in the regular sweeping schedule.

BB. 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 Area Maps (Exhibit H). As streets and alleys are improved, they will be added to the weekly sweeping schedule. Compensation to the 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.

Added and/or deleted curbed streets and paved alleys within the unincorporated area shown on Exhibit H, will be amended in accordance with Exhibit B, Section 2.4.

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

CC. City Incorporation

In the event any areas to be swept under this Contract attain incorporation as a city, the Contractor shall continue to sweep the streets and alleys shown on the Contract plans at the Contract's Unit Price per Curb Mile, as indicated in Form PW-2.1 through PW-2.4, Schedule of Prices, until the termination date of this Contract or as directed by the County. The County may direct the 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 the Contractor, review this Contract if the incorporation severely affects Contractor's weekly sweeping schedule.

DD. Changed Conditions

The 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 may 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-2.1 through PW-2.4, Schedule of Prices.

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

EE. Communications and Public Relations

The 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., from Monday through Friday except on legal holidays. The answering service shall have the capability of contacting sweepers by radio, cellular phone, or paging equipment for the purpose of relaying instructions from the Contract Manager and to receive citizen complaints. The communication device shall be on and operating during sweeping operations.

The telephone number shall be listed in the telephone directory for the area and shall be listed by the Contractor's common known name. All public complaints concerning street sweeping shall be investigated by the Contractor. Complaints brought to Contractor's attention prior to 3 p.m. shall be investigated that day. Those brought to the 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 the 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. The Contractor shall report what actions were necessary to resolve each complaint.

FF. Special Safety Requirements

All Contractor operators shall be expected to observe all applicable California Occupational Safety and Health Administration and Public Works safety requirements while performing this requested work. Suitable clothing, gloves, and shoes that meet California Occupational Safety and Health Administration requirements are required.

GG. Project Site 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 service area.

HH. Project Safety Official

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

II. <u>Liquidated Damages</u>

- 1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.
- 2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
 - All of the time limits and acts required to be done by both parties are the essence of the Contract;
 - b. The parties are both experienced in the performance of the Contract work;
 - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;
 - d. The parties are not under any compulsion to Contract;

- e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
- It would be difficult for the County to prove loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
- g. The liquated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquated damages is specified.
- 3. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$500 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.
- 4. In addition to the above, Public Works may use Exhibit F.1, Performance Requirements Summary to evaluate Contractor's performance.

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. <u>Ambiguities or Discrepancies</u>

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

B. Definitions

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

<u>Agreement</u>. The written, signed accord covering the performance of the requested service.

Bid or Bid Submission. The response to an Invitation for Bids.

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

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The contract includes the Agreement, Exhibit A - Scope of Work (Specifications), Exhibit B - Service Contract General Requirements, Exhibit C - Internal Revenue Service Notice 1015, Exhibit D - Safely Surrendered Baby Law Posters, Exhibit E - Defaulted Property Tax Reduction Program, and other appropriate exhibits, amendments, and change orders. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

<u>Contractor</u>. The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with County to perform or execute the work covered by this Contract.

<u>Contract Work or Work</u>. The entire contemplated work of maintenance and repair to be performed, and services rendered as prescribed in this Contract.

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

<u>Day</u>. Calendar day(s) unless otherwise specified.

<u>Direct Employee</u>. Worker employed by Contractor under Contractor's State and Federal taxpayer identification.

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

<u>District</u>. Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.

Employee Leasing. Any agreement to employ any worker, at any tier, that is neither a Subcontract nor a direct employee relationship.

<u>Fiscal Year</u>. The 12-month period beginning July 1 and ending the following June 30.

<u>Maximum Contract Sum</u>. The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

<u>Proposal</u>. The written materials that a Proposer submits in response to this Request for Statement of Qualifications (Request for Statement of Qualifications).

<u>Proposer</u>. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity submitting a Statement of Qualifications for the work, acting directly or through a duly authorized representative.

<u>Public Works</u>. County of Los Angeles Department of Public Works.

<u>Qualified Contractor</u>. The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity deemed qualified upon evaluations with a score of at least 75 eligible to submit bids for services contracts solicited by the County.

<u>Solicitation</u>. Request for Proposals, Invitation for Bids, Request for Statement of Qualifications, or Request for Quotation.

<u>Specifications</u>. 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.

<u>Subcontract</u>. An agreement by the Contractor to employ a Subcontractor at any tier; to employ or agree to employ a Subcontractor, at any tier.

<u>Subcontractor</u>. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

C. <u>Headings</u>

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

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. <u>Amendments</u>

- 1. For any change which affects the Scope of Work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor.
- 2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract shall be prepared by Public Works and signed by the Contractor.
- 3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.
- 4. For any change which does not materially affect the Scope of Work or any other term or condition included under this Contract, a change order shall be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it shall be approved by Public Works and signed by the Contractor and the County.

B. <u>Assignment and Delegation</u>

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. Any

payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

- Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

Contractor represents and warrants that the person(s) executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

D. Budget Reduction

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions

E. Complaints

Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to any complaints by any individual.

- 1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.
- 2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- 3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.
- 4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
- 5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.
- 6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. <u>Compliance with Applicable Laws</u>

- In the performance of this Contract, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 2. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations,

ordinances, directives, guidelines, policies, or procedures as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

G. Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e)(1) through 2000 (e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with its EEO Certification (Form PW-7).

H. Confidentiality

- Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.
- 2. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors to comply with this paragraph as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and

expense, except that in the event Contractor fails to provide County with a full and adequate defense as determined by County in its sole judgment,

County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

 Contractor shall inform all of its officers, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. <u>Conflict of Interest</u>

- No County employee whose position with County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
- 2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either Contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

J. <u>Consideration of Hiring County Employees Targeted for Layoffs or Former County Employees on Reemployment List</u>

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

K. Consideration of Hiring GAIN and GROW Participants

- Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN and GROW participants by category to Contractor.
- 2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees shall be given first priority.

L. <u>Contractor's Acknowledgment of County's Commitment to Child Support</u> Enforcement

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

M. <u>Contractor's Charitable Activities Compliance</u>

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The

"Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under

California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both. (Los Angeles County Code, Chapter 2.202).

N. <u>Contractor's Warranty of Adherence to County's Child Support Compliance Program</u>

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

O. Contractor Performance Evaluation/Corrective Action Measures

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

P. Damage to County Facilities, Buildings, or Grounds

- Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor.
- 2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the

occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. <u>Employment Eligibility Verification</u>

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

R. Facsimile Representations

At the discretion of County, County may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to change notices and amendments to this Contract, such that the Contractor need not follow up facsimile transmissions of such documents with subsequent (nonfacsimile) transmission of "original" versions of such documents.

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from any and all liability including, but not limited to, wages,

overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Force Majeure

- Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure events").
- 2. Notwithstanding the foregoing, a default by a Subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.
- 3. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

U. <u>Governing Laws, Jurisdiction, and Venue</u>

This Contract shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Contractor and County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in connection with or arising out of this Contract, shall be exclusively in the County of Los Angeles.

V. <u>Most Favored Public Entity</u>

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity

and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

W. Nondiscrimination and Affirmative Action

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

County may terminate for default or suspend this Contract. While County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.

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

X. <u>Nonexclusivity</u>

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

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

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

Z. Notice of Delays

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

AA. Notice of Disputes

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

BB. Notice to Employees Regarding the Federal Earned Income Credit

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

CC. Notices

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

Chief, Administrative Services Division County of Los Angeles Department of Public Works P.O. Box 1460 Alhambra, CA 91802-1460

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

DD. Publicity

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

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

- 2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.
- 3. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

EE. Public Records Act

- 1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's and accounting documents. books. records pursuant to Exhibit's Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the RFSQ used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "Trade Secret," "Confidential," or "Proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "Trade Secret," "Confidential," or "Proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

FF. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other

proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may suspend or terminate for default or suspend this Contract.
- 3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.
- 4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County)
 - Contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the

County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County Contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

GG. Recycled-Content Paper Products

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

HH. Contractor's Employee Criminal Background Investigation

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

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

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

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

II. Subcontracting

The requirements of this Contract may not be subcontracted by Contractor without

the advance written approval of County. Any attempt by Contractor to Subcontract without the prior written consent of County may be deemed a material breach of this Contract and the County may suspend or terminate for this Contract default.

- 1. If Contractor desires to Subcontract, Contractor shall provide the following information promptly at County's request:
 - a. A description of the work to be performed by the Subcontractor.
 - b. A draft copy of the proposed Subcontract.
 - c. Other pertinent information and/or certifications requested by County.
- Contractor shall indemnify, defend, and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
- Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to Subcontract, notwithstanding County's approval of Contractor's proposed Subcontract.
- 4. County's consent to Subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. Contractor is responsible to notify its Subcontractors of this County right.

- 5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any Subcontract and Subcontractor employees.
- 6. Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to Subcontract.
- 7. Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County

from each approved Subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, before any Subcontractor employee may perform any work hereunder.

8. Employee Leasing is prohibited.

JJ. Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

KK. Waiver

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach of said provision or of any other provision of this Contract. Failure of County to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

LL. Warranty Against Contingent Fees

- Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
- 2. For breach of this warranty, County shall have the right, in its sole discretion, to suspend or terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

MM. Time Off for Voting

The Contractor shall notify its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law
- B.20 - Street Sweeping RFSQ

(Elections Code, Section 14000). Not less than ten days before every Statewide election, every Contractor and Subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

NN. Local Small Business Enterprise Utilization

When requested by the County, the Contractor shall provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subcontractors, including but not limited to the following information: the name, business address and telephone number/email address of each subcontractor.

In addition, the Contractor shall be required to provide each of the specified subcontractor Local Small Business Enterprise (SBE), Disabled Veterans Enterprise (DBVE), and Social Enterprise status (i.e., whether any of the listed subcontractors are Local SBE's) and the proposed monetary amount of the work the subcontractor will perform on each Notice to Proceed. At the time of submittal of each invoice, the Contractor shall indicate, via methods specified by the County, the actual dollar amounts paid to each listed subcontractor who performed work on the project. The subcontractor may be requested to confirm receipt of the actual payment to the subcontractor by the prime.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Section. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in Exhibit F, Performance Requirements Summary, and that the Contractor shall be liable to the County for said amount.

If in the judgment of the Director, or his/her designee, the Contractor is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in Exhibit F, Performance Requirements Summary, may deduct and withhold liquidated damages from County's final payment to the Contractor.

OO. Compliance with County's Zero Tolerance Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's

staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

SECTION 3

TERMINATIONS/SUSPENSIONS

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

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

B. Termination/Suspension for Convenience

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

end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

C. <u>Termination/Suspension for Default</u>

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

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

D. <u>Termination/Suspension for Improper Consideration</u>

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

E. <u>Termination/Suspension for Insolvency</u>

1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:

- a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.
- b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code.
- c. The appointment of a bankruptcy Receiver or Trustee for Contractor.
- d. The execution by Contractor of a general assignment for the benefits of creditors.
- 2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. <u>Termination/Suspension for Nonadherence to County Lobbyists Ordinance</u>

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

G. Termination/Suspension for Nonappropriation of Funds

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

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. <u>Authority of Public Works and Inspection</u>

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

B. <u>Cooperation</u>

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

C. <u>Cooperation and Collateral Work</u>

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

D. Equipment, Labor, Supervision, and Materials

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

E. Gratuitous Work

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

F. Jobsite Safety

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

G. <u>Labor</u>

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

H. <u>Labor Law Compliance</u>

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

I. Overtime

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

J. Permits/Licenses

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

K. Prohibition Against Use of Child Labor

1. Contractor shall:

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

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

L. <u>Public Convenience</u>

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

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at Contracted work locations. In the event Contractor determines a public hazard exists at a work location, Contractor shall immediately mark the location to prevent public access to the hazard and immediately notify the Contract Manager.

N. Quality of Work

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

O. Quantities of Work

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

P. <u>Safety Requirements</u>

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

Q. Storage of Materials and Equipment

Contractor shall not store material or equipment at the jobsite, except as might be specifically authorized by this Contract. County will not be liable or responsible for any damage, by whatever means, or for the theft of Contractor's material or equipment from any jobsite.

R. <u>Transportation</u>

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

S. Work Area Controls

- Contractor shall comply with all applicable laws and regulations.
 Contractor shall maintain work area in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Contract Manager's approval.
- 2. Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

T. County Contract Database/CARD

The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. <u>Independent Contractor Status</u>

- This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 2. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 3. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

B. Indemnification

Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers ("County Indemnities") from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnities. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special

Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever including, but not limited to, injury or death to employees of Contractor, its Subcontractors, or County, attributable to any alleged act or omission of Contractor and/or its Subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

D. <u>General Insurance Requirements</u>

- 1. Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and paragraph F of this Section. These minimum insurance coverage terms, types, and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.
- Evidence of Coverage and Notice to County A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
 - a. Renewal Certificates shall be provided to County not less than ten days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
 - b. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or

number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, and list any County required endorsement forms.

- c. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a noncomplying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- d. Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Public Works, Administrative Services Division
P.O. Box 1460
Alhambra, California 91802-1460
Attention of: Contract Analyst (noted in the RFSQ Notice)

- e. Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third-party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.
- 3. Additional Insured Status and Scope of Coverage The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to

the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

- 4. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least 10 days in advance of cancellation for nonpayment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
- 5. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
- 6. <u>Insurer Financial Ratings:</u> Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
- 7. <u>Contractor's Insurance Shall Be Primary:</u> Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
- 8. <u>Waivers of Subrogation</u>: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

- 9. <u>Subcontractor Insurance Coverage Requirements:</u> Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, Volunteers, and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.
- 10. <u>Deductibles and Self-Insured Retentions (SIRs)</u>: Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 11. <u>Claims Made Coverage:</u> If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following Contract expiration, termination, or cancellation.
- 12. <u>Application of Excess Liability Coverage:</u> Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
- 13. <u>Separation of Insureds:</u> All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
- 14. <u>Alternative Risk Financing Programs:</u> The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy the Required Insurance provisions. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers shall be designated as an Additional Covered Party under any approved program.

15. <u>County Review and Approval of Insurance Requirements:</u> The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

E. Compensation for County Costs

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

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

1. <u>Commercial General Liability</u> insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, with limits of not less than:

General Aggregate: \$2 million
Products/Completed Operations Aggregate: \$1 million
Personal and Advertising Injury: \$1 million
Each Occurrence: \$1 million

- 2. <u>Automobile Liability</u> insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or nonowned autos, as each may be applicable.
- 3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor is a temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

B. Chapter 2.202 of the County Code

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

C. <u>Nonresponsible Contractor</u>

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

D. Contractor Hearing Board

- 1. If there is evidence that Contractor may be subject to debarment, Public Works will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
- 2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation

regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

- 3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
- 4. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
- 5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
- 6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. <u>Jury Service Program</u>

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

B. Written Employee Jury Service Policy

- 1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
- 2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or "Employee" means any more County Contracts or Subcontracts. California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for County under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such Subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- 3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at

any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

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

SAFELY SURRENDERED BABY LAW PROGRAM

A. <u>Contractor's Acknowledgment of County's Commitment to the Safely Surrendered</u> Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

B. Notice to Employees Regarding the Safely Surrendered Baby Law

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

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. <u>Living Wage Program</u>

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. <u>Payment of Living Wage Rates</u>

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

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

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

C. Contractor's Submittal of Certified Monitoring Reports

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

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

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

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.
- Termination/Suspension: Contractor's failure to submit an accurate, C. complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
- 2. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living wage rate; such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - Withholding Payment: If Contractor fails to pay one or more of its a. 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 - B.45 -

Street Sweeping RFSQ (2015-SQPA004) exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

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

H. Use of Full-Time Employees

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

I. Contractor Retaliation Prohibited

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

J. <u>Contractor Standards</u>

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. <u>Neutrality in Labor Relations</u>

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.

SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM

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

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

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

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

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

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

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.
- D. If Contractor has obtained certification as a Disabled Veteran 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. Notwithstanding any other remedies in this contract, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. <u>Defaulted Property Tax Reduction Program</u>

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

B. <u>Contractor's Warranty of Compliance with County's Defaulted Property Tax</u> Reduction Program

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

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

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

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

Notice 1015

(Rev. December 2015)

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 whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2015 are less than \$53,267 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

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

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2016.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/orderforms to order it.

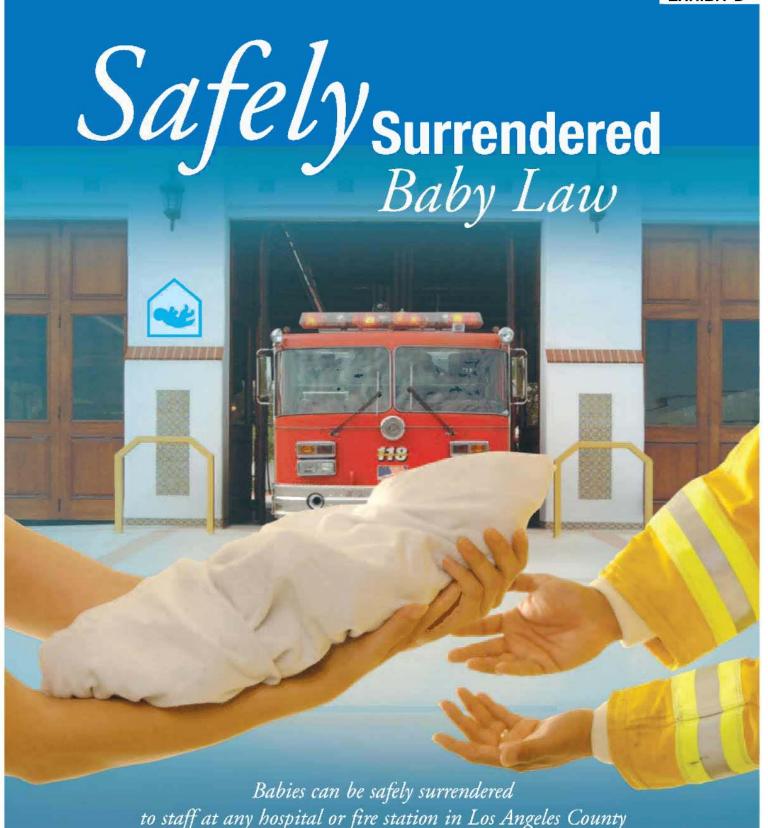
How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2015 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2015 and owes no tax but is eligible for a credit of \$800, he or she must file a 2015 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2015) Cat. No. 20599I



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered
Baby Law allows parents or
other persons, with lawful
custody, which means anyone
to whom the parent has given
permission to confidentially
surrender a baby. As long as
the baby is three days (72
hours) of age or younger and
has not been abused or
neglected, the baby may be
surrendered without fear of
arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In ease the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

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

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

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

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.





Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

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



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin

Peligro de California permite la

entrega confidencial de un recién
nacido por parte de sus padres u

otras personas con custodia legal,
es decir cualquier persona a quien
los padres le hayan dado permiso.

Siempre que el bebé tenga tres
días (72 horas) de vida o menos, y
no haya sufrido abuso ni
negligencia, pueden entregar al
recién nacido sin temor de ser
arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. 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 v el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

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

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

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

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevá el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

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

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

2.206.030 Applicability.

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

2.206.040 Required solicitation and contract language.

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

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

2.206.050 Administration and compliance certification.

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

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

2.206.060 Exclusions/Exemptions.

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

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

2.206.070 Enforcement and remedies.

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

2.206.080 Severability.

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

P:\aspub\CONTRACT\CONTRACTING FORMS\RFP\11 Exhibit E_Default Tax.docx

Required Service/Task		Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
A. SCOPE OF WORK				
Fines by Regulatory ar Governmental Agencie		\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
Violation of the National Pollutant Discharge Elimination System	Discharge of debris into storm drains and/or gutter.	\$500 per occurrence plus any fines by regulatory and governmental agencies plus any remediation cost; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
B. REPORTS/DOCUMENTA	TIONS			
Daily/Weekly/Monthly/ Quarterly Reports	Submitted to Contract Manager daily/weekly/monthly report.	\$50 per day per report that is late or not submitted.	□Yes □No □N/A	
2. Special Reports As Ne	requested.	\$50 per day per report that is late or not submitted.	□Yes □No □N/A	

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
C. EMPLOYEES				
Contractor's Employee Criminal Background Investigation	Prior to the start of the contract and continuation of the contract the contractor shall certify all employees who are in a designated sensitive position has passed a fingerprints background check submitted to the California Department of Justice to include State and local-level review, as required by the Contract. Employees who do not pass or is not certified shall be immediately removed.	\$100 per employee per day who is not certified as passing the background check.	□Yes □No □N/A	
Employees Well Oriented To Job	Employees must have thorough knowledge of facility and its needs.	\$50 per error resulting from lack of orientation; possible suspension.	□Yes □No □N/A	
3. Staffing	Staffing levels are equal or exceed contract requirements.	\$50 per occurrence.	□Yes □No □N/A	
4. Training program	Document training of each employee.	\$250 per untrained employee.	□Yes □No	
Maintain Knowledge of Safety Requirements	Completion of training of all accepted standards for safe practices related to the work.	\$50 per employee, per occurrence.	□Yes □No	

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
			□N/A	
D. SUPERVISOR/MANAGERS				
Change in Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	\$50 per occurrence.	□Yes □No □N/A	
Respond to complaints, requests, and discrepancies	Respond within the time frame outlined in the Contract.	\$50 per complaint not responded to within the time frame outlined in the specifications.	□Yes □No □N/A	
3. Makes Site Inspections	Facility inspected each shift or as required by Contract.	\$50 per occurrence.	□Yes □No □N/A	
4. Competent Supervisory Sta	Responsiveness to complaints and requests; maintain good work records, and acceptable level of service.	\$200 per occurrence; possible suspension.	□Yes □No □N/A	
5. Provide Adequate Supervision and Training	Contract specifications met.	\$50 per occurrence; possible suspension.	□Yes □No □N/A	

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
6. Project Safety Official	Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices.	\$200 per occurrence.	□Yes □No □N/A	
7. Supervisors speak, read, write, and understand English	On-site supervisor can communicate in English with County Contract Manager.	\$100 per day for use of non-English-speaking supervisor; possible suspension.	□Yes □No □N/A	
E. CONTRACT ADMINSTRATION				
Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after.	\$200 per day; work/contract; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in contract.	\$200 per occurrence.	□Yes □No □N/A	
3. License and Certification	All license and certifications required to perform the work, if any.	\$200 per day; possible suspension; possible termination for default of contract.	□Yes □No □N/A	

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
4. Assignment and Delegation	Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County.	\$200 per day the County is not informed of this change; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
5. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$500 per occurrence; possible suspension.	□Yes □No □N/A	

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

Sample Fuel Adjustment Calculation

Following sample data is required to calculate fuel adjustment:

Unit Rate from PW-2, Schedule of Prices: \$15.00

Percentage of Unit Rate Attributable to Fuel Costs: 5% (from Agreement)

Proposal due date: November 2007

One year after Contract start date: July 2009

Fuel Adjustment (FA) Component for Diesel price:

Diesel (On-Highway) - November 2007¹

Diesel (On-Highway) – June 2009²

218.7 cents per Gallon

Persont Change (Callon November 2007 Price (Callon))

Percent Change = [(June 2009 Price/Gallon – November 2007 Price/Gallon) /

(November 2007 Price/Gallon] x (100) [(218.7 - 173.7) / 173.7] x (100) = 25.9%

Percent Change in Diesel price: 25.9% increase

Adjusted Unit Rate (FA Component):

- = (5% of Unit rate x Percent Change in Diesel Price)
- $= (5\% \times $15.00 \times 25.9\%)$
- = \$0.19 Fuel Adjustment (increase)

Adjusted Unit Rate for July 2009: \$15.00 + \$0.19 = \$15.19

Fuel Adjustment (FA) Component for Propane price:

Propane (Commercial/Institutional) - November 2007¹ 173.7 cents per Gallon Propane (Commercial/Institutional) - April 2009² 218.7 cents per Gallon

Percent Change = [(April 2009 Price/Gallon – November 2007 Price/Gallon) /

(November 2007 Price/Gallon] x (100) [(218.7 - 173.7) / 173.7] x (100) = 25.9%

Percent Change in Propane price: 25.9% increase

Adjusted Unit Rate (FA Component):

- = (5% of Unit rate x Percent Change in Propane Price)
- $= (5\% \times $15.00 \times 25.9\%)$
- = \$0.19 Fuel Adjustment (increase)

Adjusted Unit Rate for July 2009: \$15.00 + \$0.19 = \$15.19

Fuel Adjustment (FA) Component for CNG price:

Propane (West Coast) - November 2007¹

173.7 cents per Gallon

Propane (West Coast) - April 2009²

218.7 cents per Gallon

Percent Change = [(April 2009 Price/Gallon – November 2007 Price/Gallon) /

(November 2007 Price/Gallon] x (100)

 $[(218.7 - 173.7) / 173.7] \times (100) = 25.9\%$

Percent Change in CNG price: 25.9% increase

Adjusted Unit Rate (FA Component):

- = (5% of Unit rate x Percent Change in CNG Price)
- $= (5\% \times $15.00 \times 25.9\%)$
- = \$0.19 Fuel Adjustment (increase)

Adjusted Unit Rate for July 2009: \$15.00 + \$0.19 = \$15.19

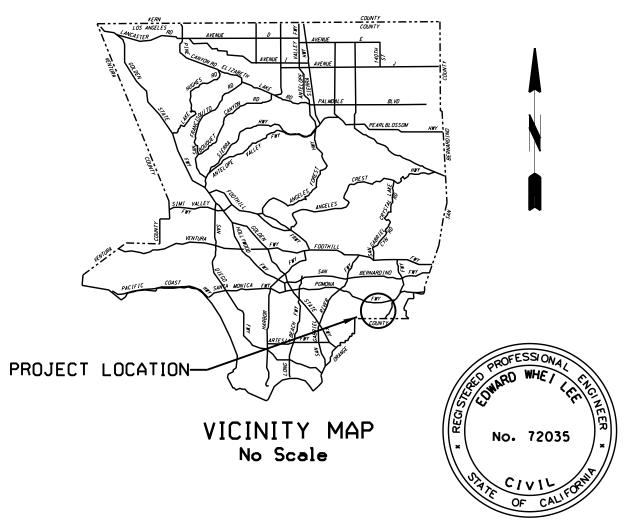
- 1. The month of the proposal due date.
- 2. Most recently published fuel price for the requesting month (one year from the contract start date).

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

PROJECT ID NO.RMD1406005
PRIME CONTRACTOR LICENSE REQUIRED: NONE REQUIRED

ROWLAND HEIGHTS AREA STREET SWEEPING

TOTAL LENGTH = 198.0 MILES



INDEX OF SHEETS

SHEET 1 Title Sheet SHEET 2 - 17 Location Maps SHEET 18 - 19 Location Maps APPROVED Mark Pestrella DIRECTOR OF PUBLIC WORKS

DEPUTY DIRECTOR DATE

SUBMITTED

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

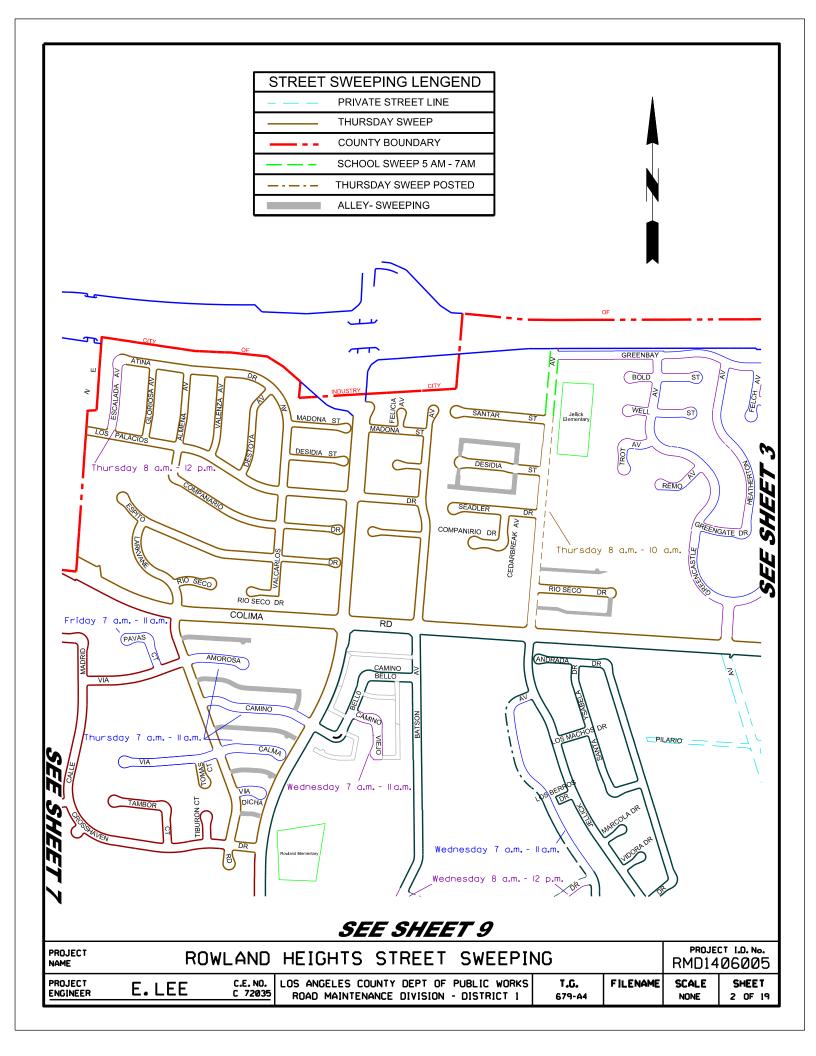
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ROAD DISTRICT 417

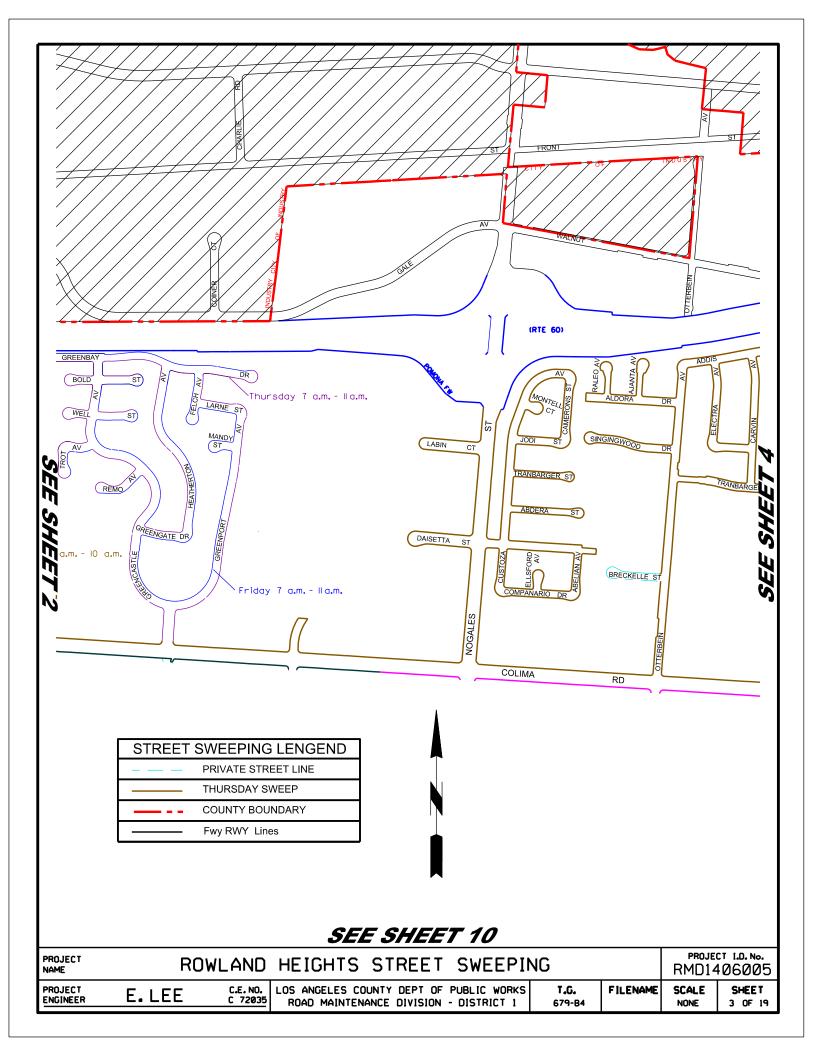
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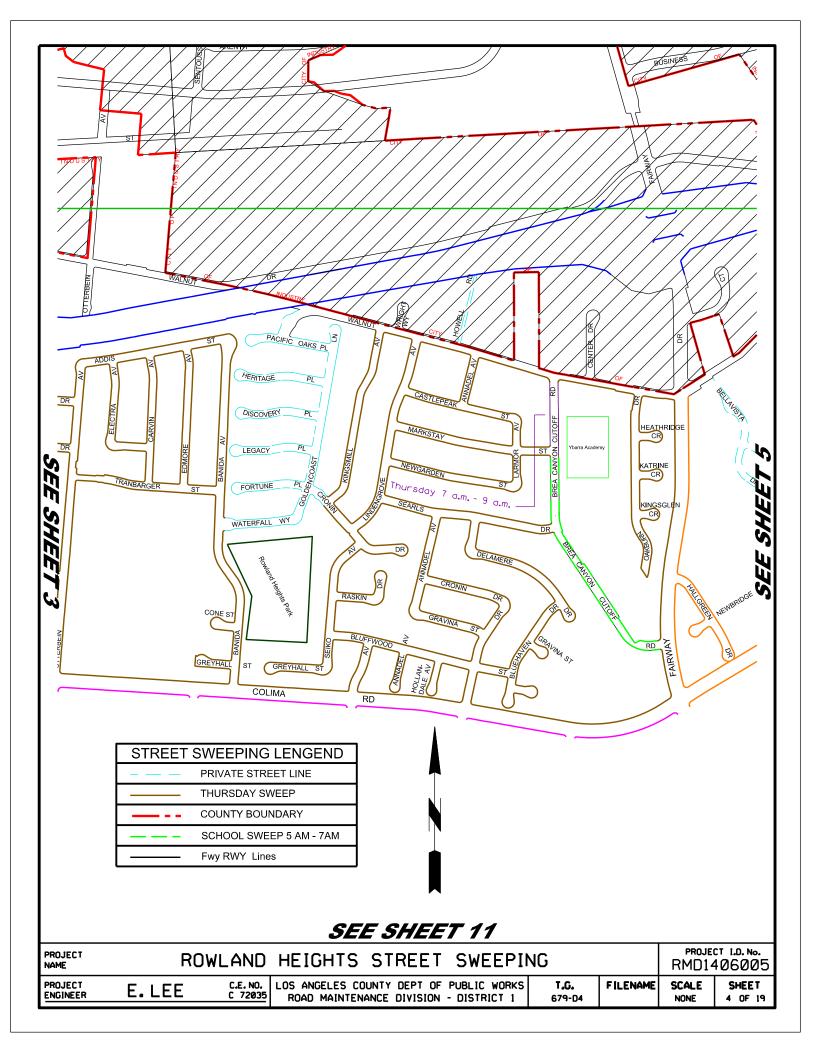
DISTRICT ENGINEER-RO.MAINT.DIST. 1 DATE

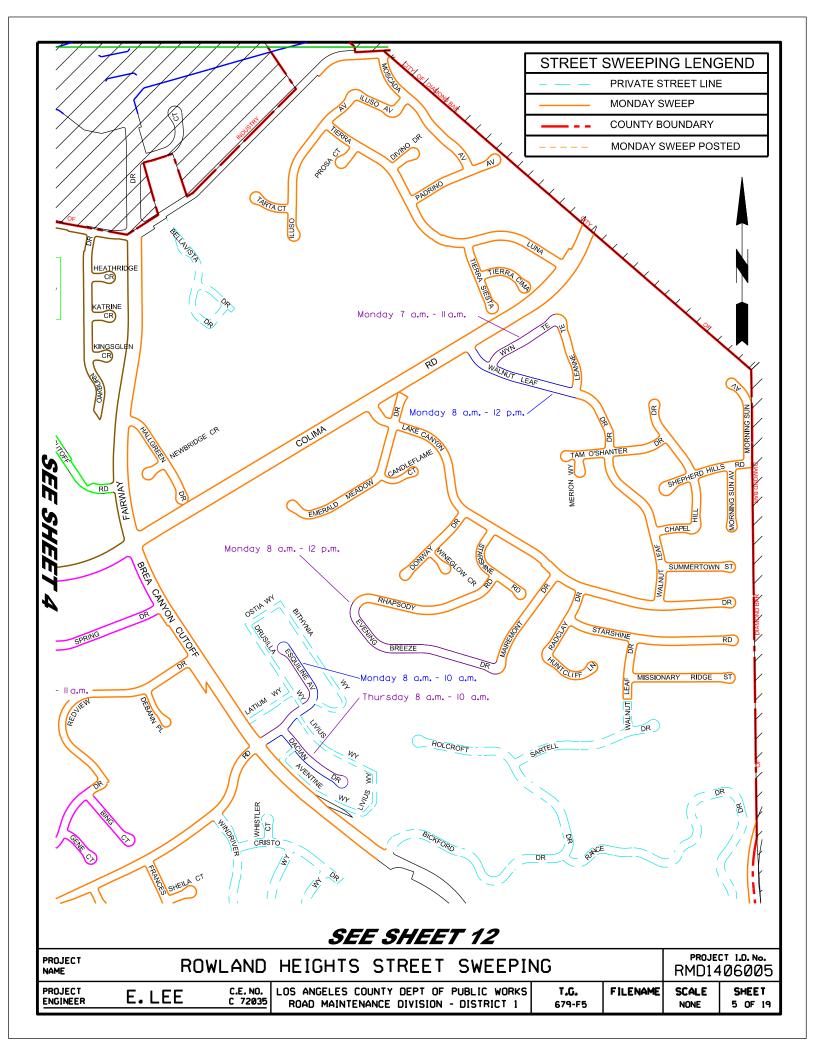
PROJECT ENGINEER C.E. NO. DESIGNER CHECKER SHEET 1 OF 19 SHTS

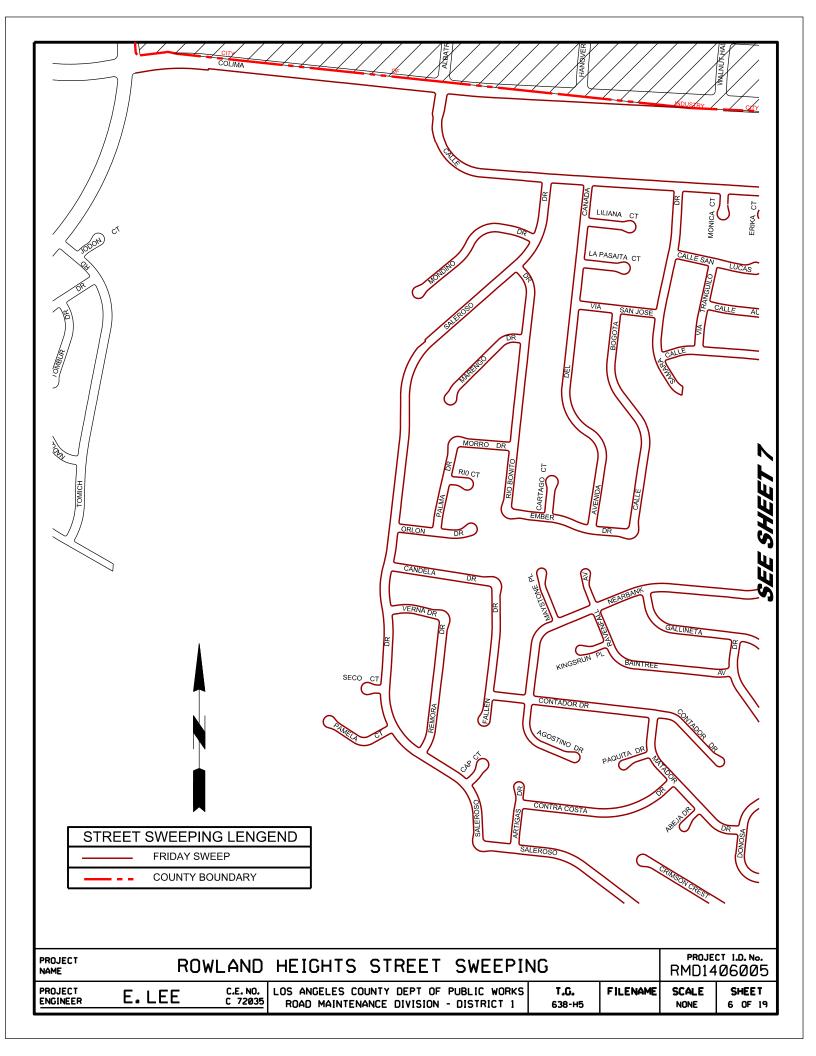
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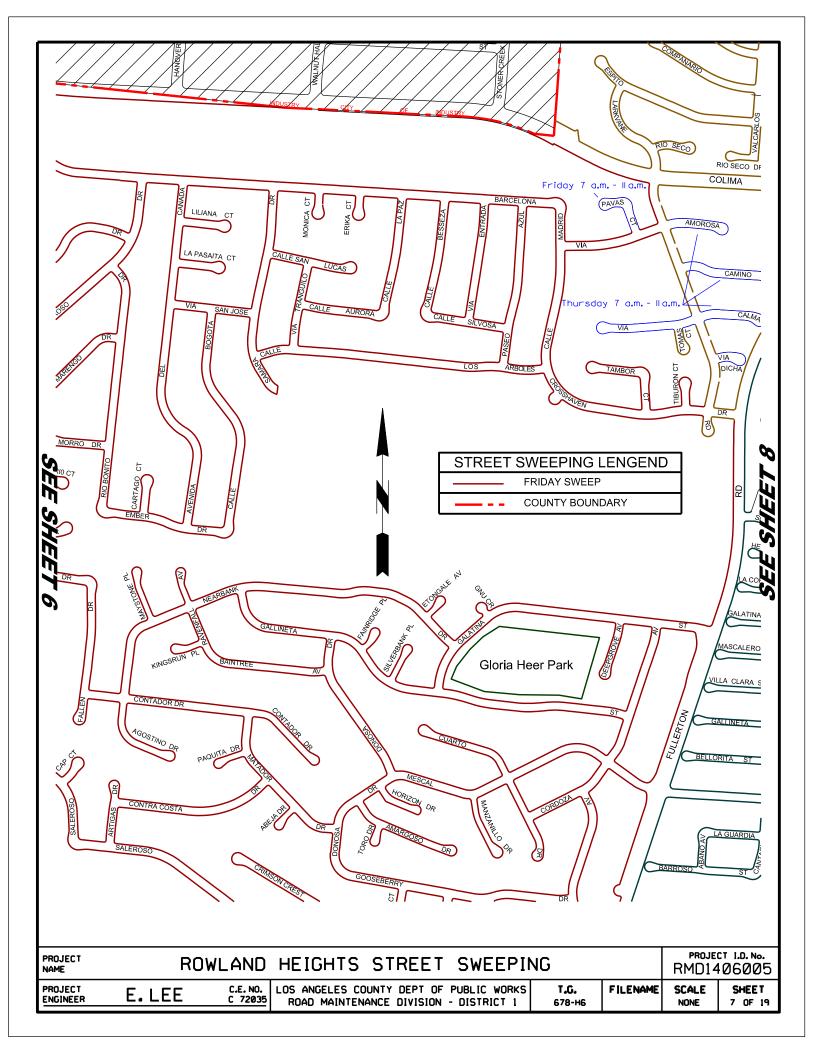


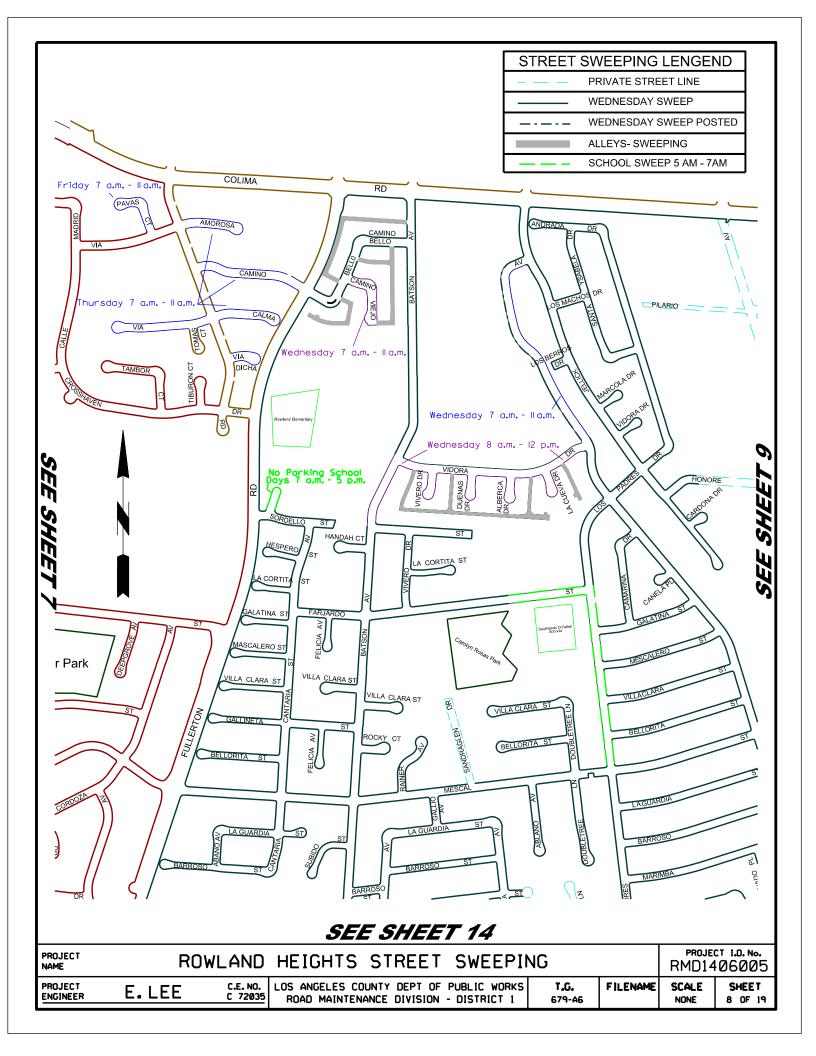


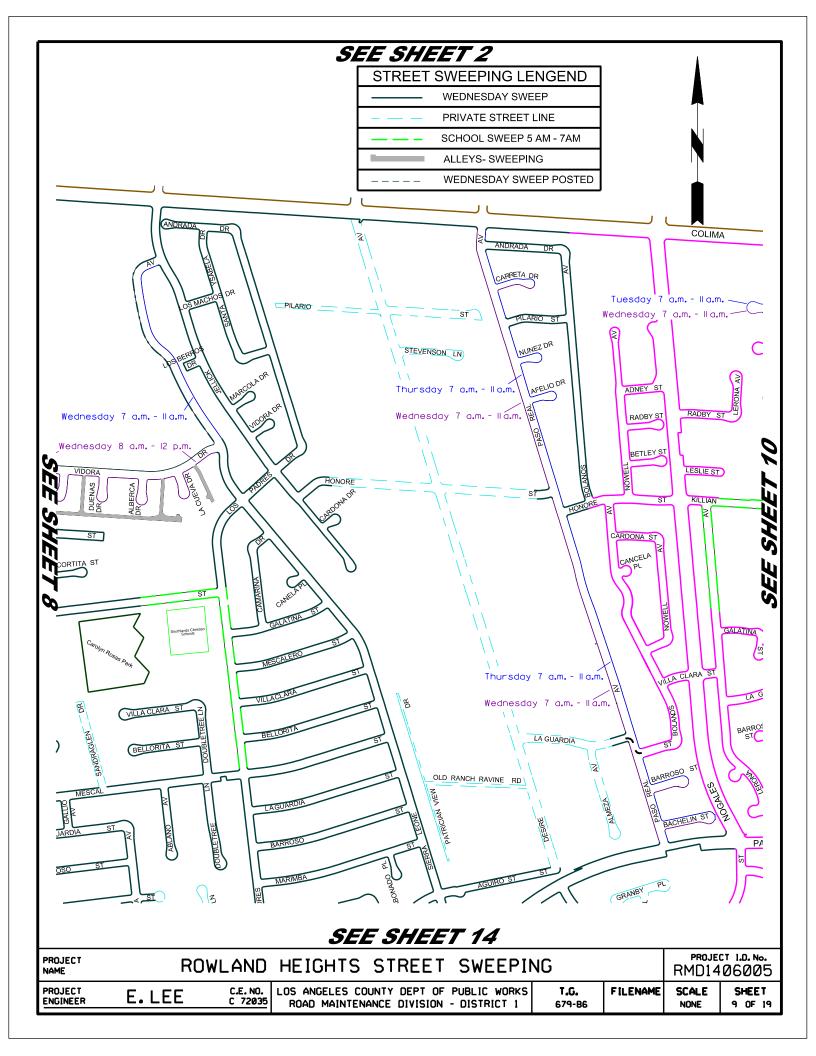


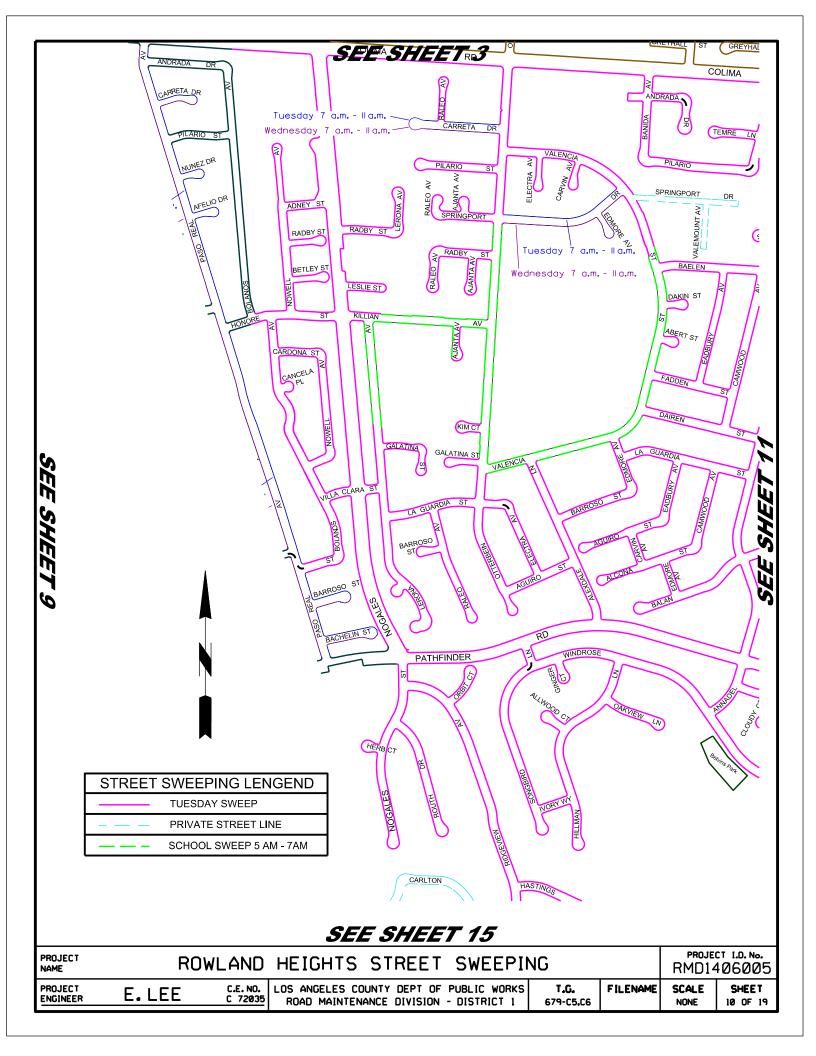


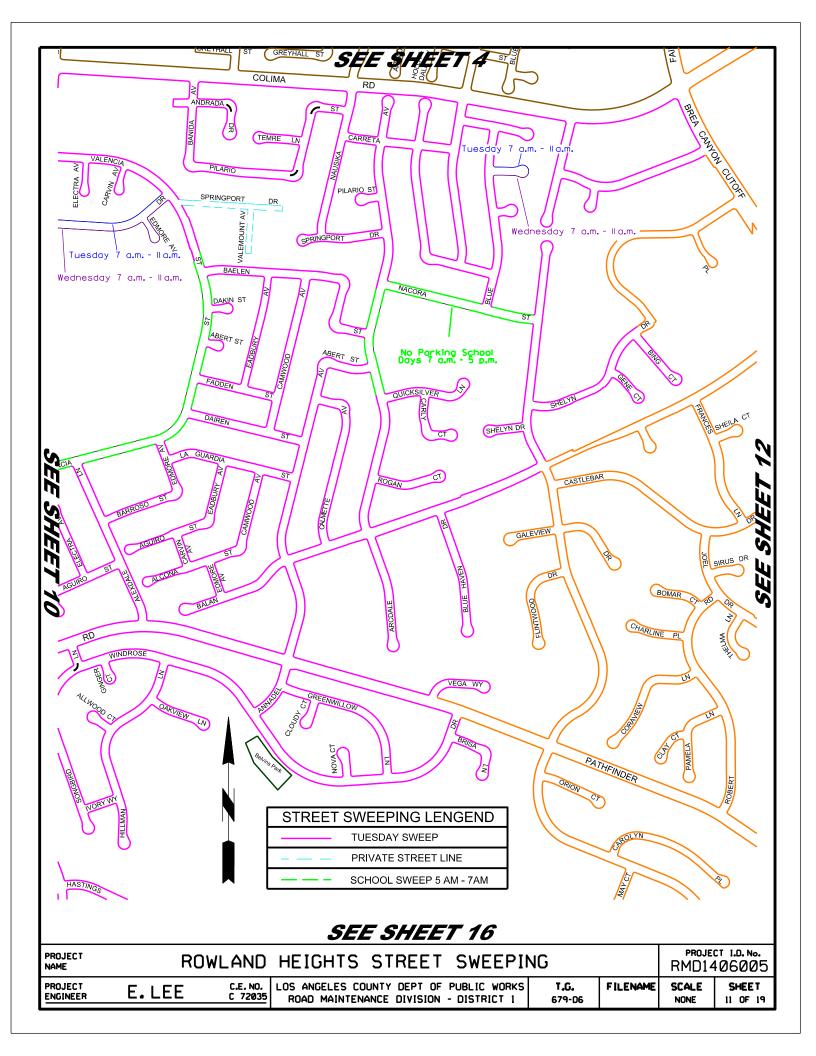


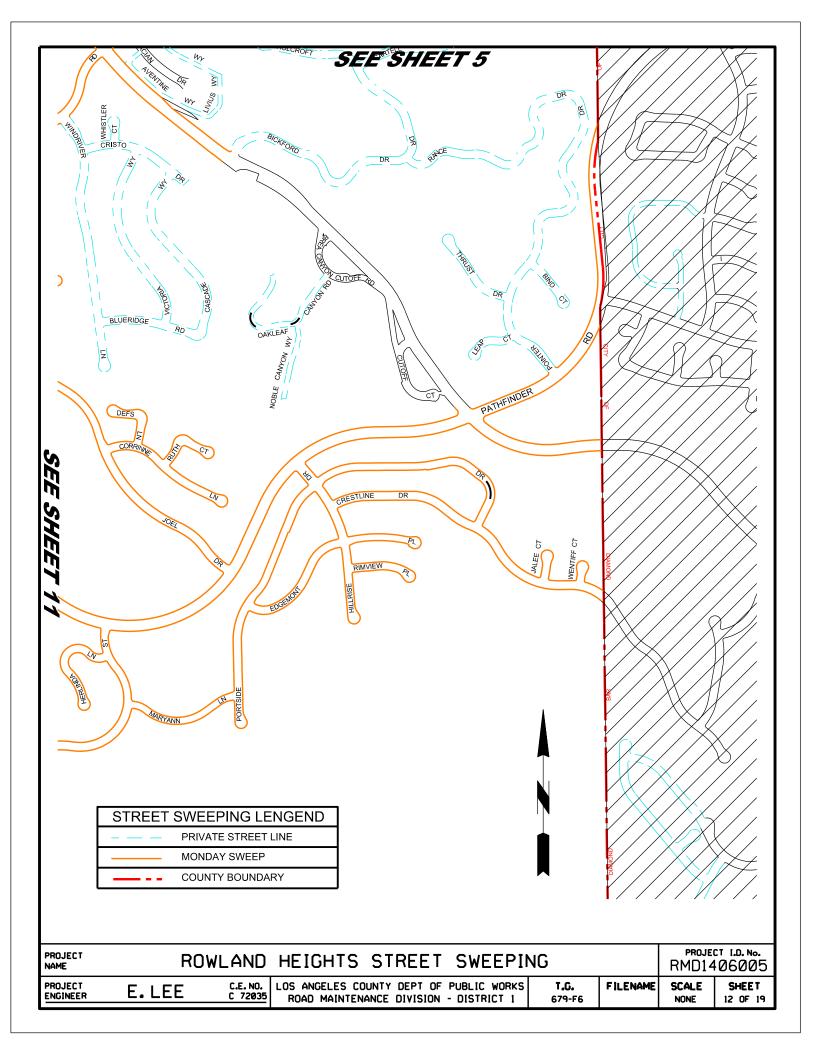


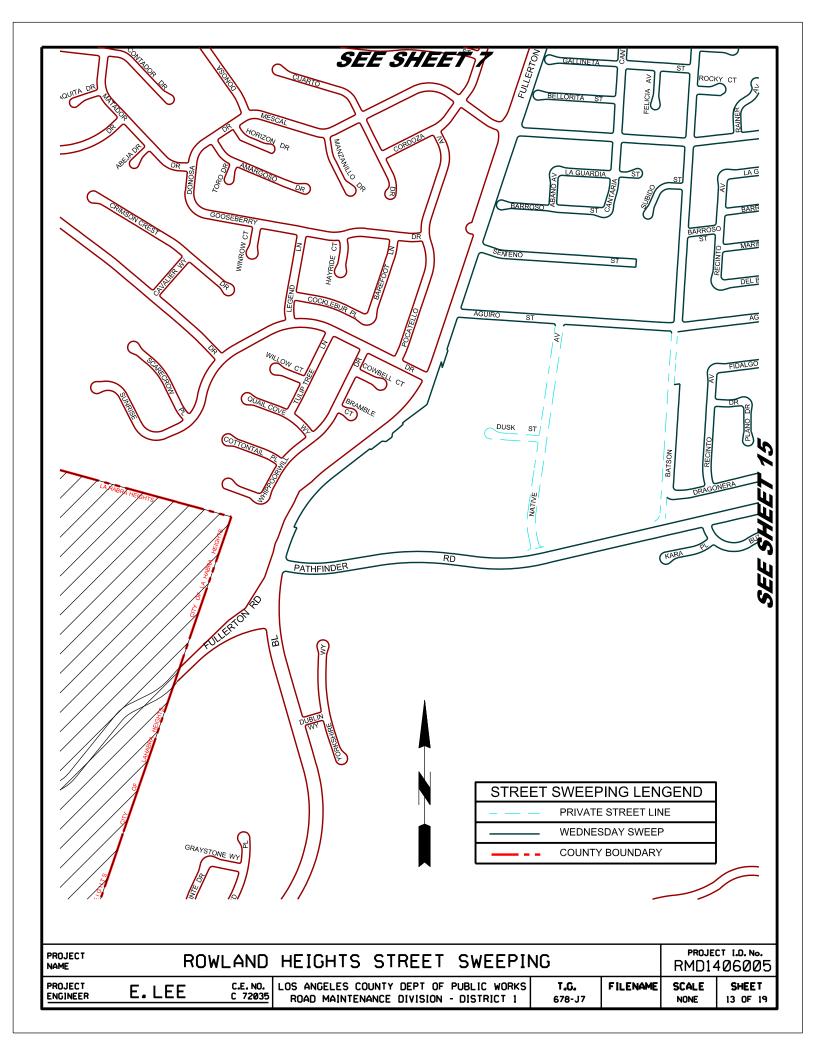


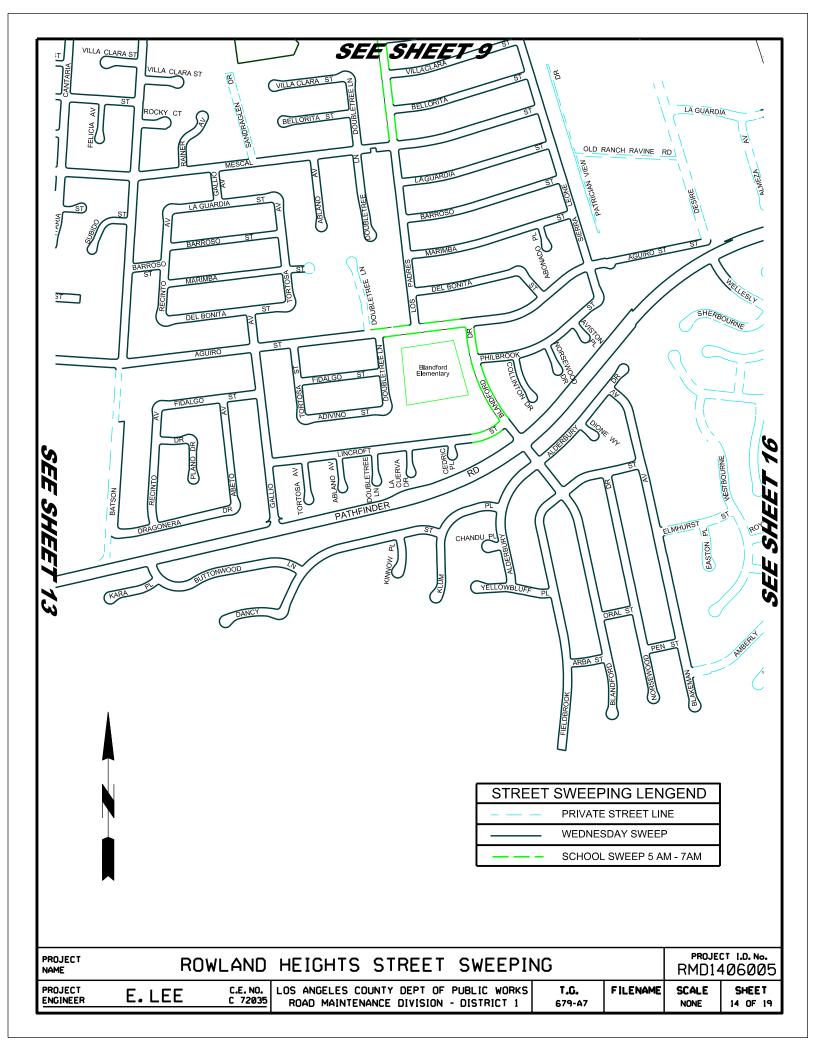


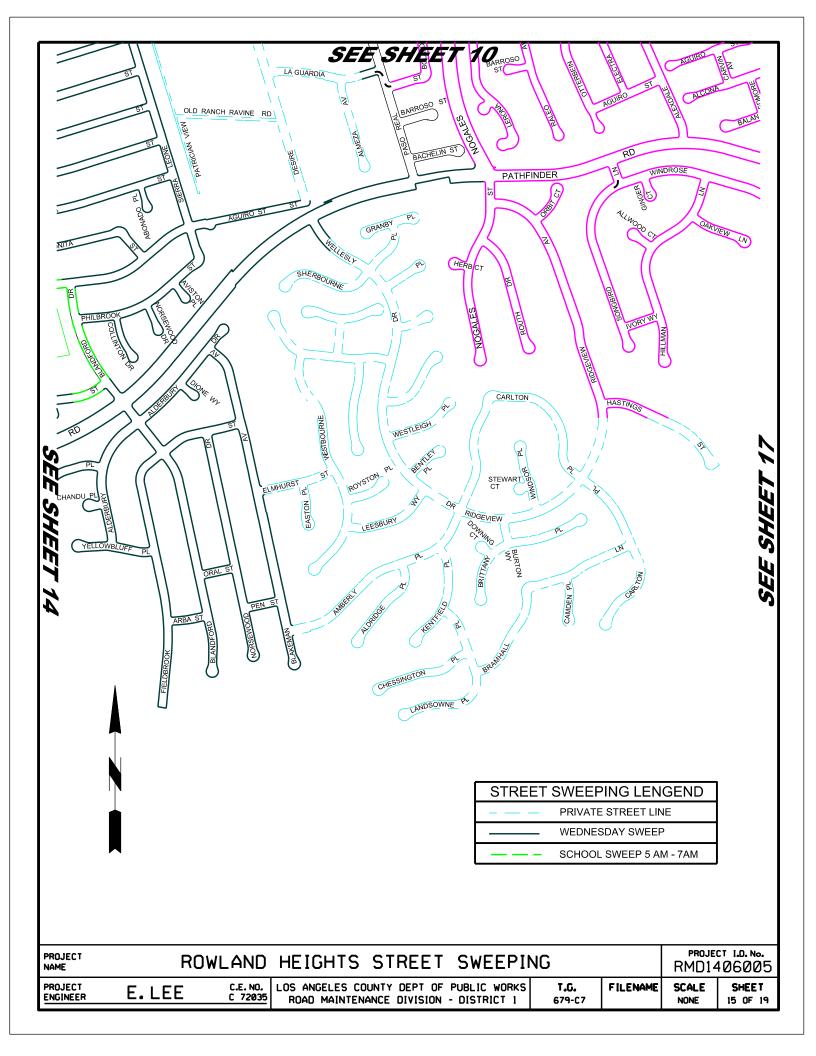


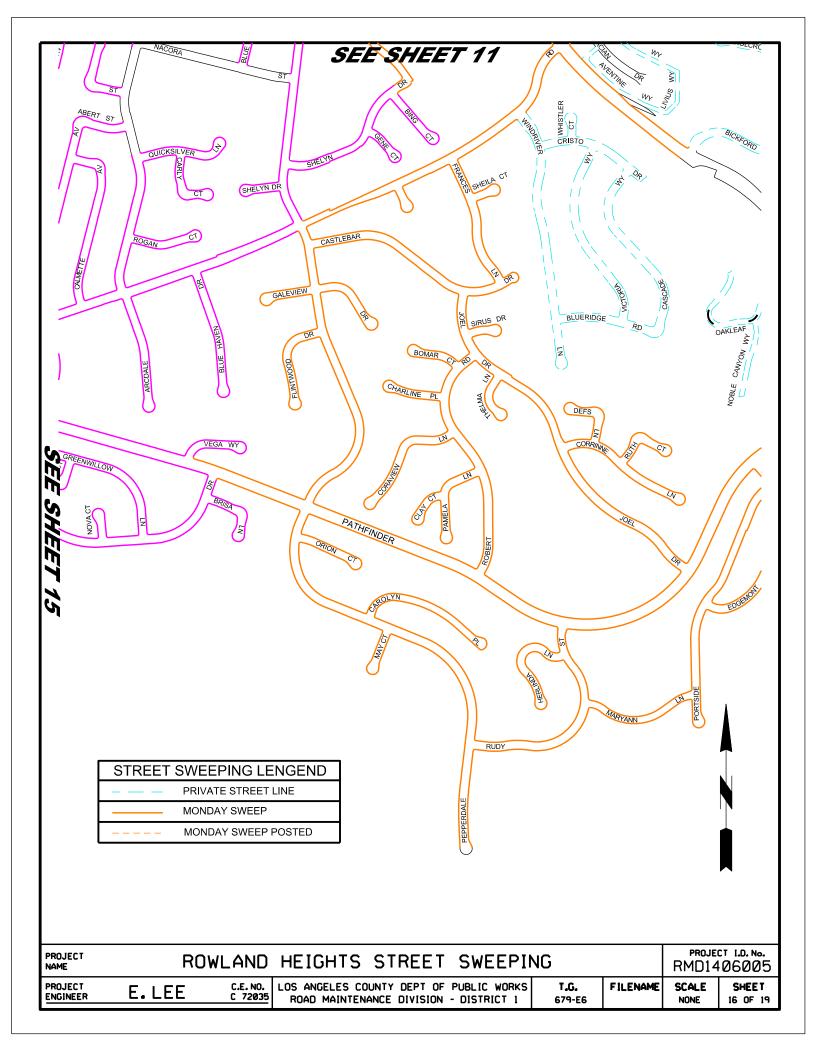


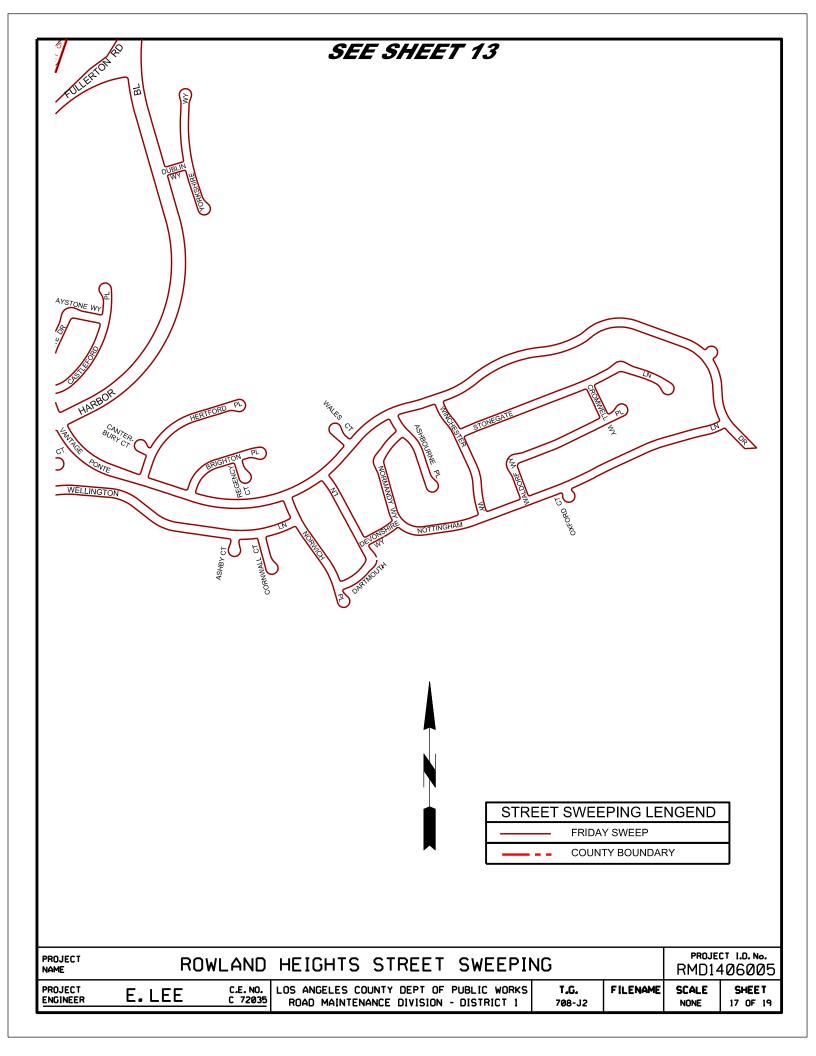












ALLEYS (TO BE SWEPT EVERY WEEK)

ALLEY LOCATION	<u>LIMITS</u>	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	80.0
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

PROJECT NAME	ROWLAND HEIGHTS STREET SWEEPING				PROJECT 1.D. No. RMD1406005				
PROJECT ENGINEER	E. LEE	C.E. NO. C 72035	LOS ANGELES COUNT ROAD MAINTENANCE			T.G. NONE	FILENAME	SCALE NONE	SHEET 18 OF 19

CURB STREET NAME	<u>LIMITS</u>	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	<u>0.16</u>
	TOTAL CURB MILES:		6.48

SUMMARY OF CURB MILES

TOTAL CURB MILES: 198.00

TYPE	CURB MILES
Streets and Highways	189.58
Raised Curbed Medians	6.48
Paved Alleys	<u>1.94</u>

PROJECT NAME	ROWLAND HEIGHTS STREET SWEEPING					11.D. No. 06005			
PROJECT ENGINEER	E. LEE	C.E. NO. C 72035	LOS ANGELES COUNTY D ROAD MAINTENANCE D			T.G. NONE	FILENAME	SCALE NONE	SHEET 19 OF 19

Section One County of Los Angeles County of Los Angeles Department of Public Works Response to Request for **Statement of Qualifications** for Street Sweeping **Services** (2015-SQPA004) *** ORIGINAL *** 888/336-6100 Gary M. Clifford **Executive Vice President** April 14, 2015 Athens Services 14048 Valley Blvd. City of Industry, CA 91716 (626) 336-3636





Section Two

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Section Eight	Equipment
Section Nine	Subcontractors
Section Ten	Financial Resources
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Section Fourteen	Forms
Section Fifteen	Subcontractor's Forms List
Section Sixteen	Living Wage Ordinance – Application for Exemption
Section Seventeen	Fuel Cost Adjustment
Section Eighteen	Additional Information
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Section Three

Letter of Transmittal

Please see the next page.



April 14, 2015

Angela Cho County of Los Angeles 900 South Fremont Street Alhambra, CA 91803

Dear Ms. Cho:

Athens Services is pleased to submit the enclosed response to the County of Los Angeles' Request for Statement of Qualifications for Street Sweeping Services. As requested, we have enclosed an original and three copies of our proposal. Athens Services is the main operating company for Arakelian Enterprises, Inc., which is the legal entity that will sign and guarantee all performance under the contract.

Athens Services is a fourth generation, family owned, and locally operated solid waste collection, processing and street sweeping company operating in the greater Los Angeles region. Our current collection operations and facilities are ideally suited to provide the County of Los Angeles with the best and most cost effective service, as we currently do in the Rowland Heights and Road District areas as well as many Los Angeles County Sanitation District locations. Our proposal fully addresses all requirements of the request.

We look forward to the County's review of our proposal and the opportunity to discuss our service and rate proposal in further detail.

Thank you.

Sincerely,

Gary M. Clifford

Executive Vice President

PO Box 60009

City of Industry, CA 91716

(626) 336-3636

gclifford@athensservices.com





Section Four

Support Documents for Corporations and LLC's

Please see the pages that follow.

State of California

Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

ARAKELIAN ENTERPRISES, INC.

FILE NUMBER:

C1494158

FORMATION DATE:

02/28/1991

TYPE:

DOMESTIC CORPORATION

JURISDICTION: CALIFORNIA

STATUS:

ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify:

The records of this office indicate the entity is authorized to exercise all of its powers, rights and privileges in the State of California.

No information is available from this office regarding the financial condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of March 25, 2015.

ALEX PADILLA Secretary of State

NLH

NP-25 (REV 01/2015)

State of California Secretary of State

S

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)
FEES (Filing and Disclosure): \$25.00.
If this is an amendment, see instructions.

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME

ARAKELIAN ENTERPRISES, INC PO BOX 60009 CITY OF INDUSTRY CA 91716-0009

2. CALIFORNIA CORPORATE NUMBER

	•	This Space for Filing Use Only						
No Change Statement (Not applica	No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)							
3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety. If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.								
	owing (Do not abbreviate the name of the	city. Items 4 and 5 cannot be P.O.	Boxes.)					
4. STREET ADDRESS OF PRINCIPAL EXI 14048 VALLEY BLVD.		CITY CITY OF INDUSTRY	STATE ZIP CODE CA 91716					
5. STREET ADDRESS OF PRINCIPAL BUS 14048 VALLEY BLVD.		CITY CITY OF INDUSTRY	STATE ZIP CODE CA 91716					
MAILING ADDRESS OF CORPORATION PO BOX 60009	1, IF DIFFERENT THAN ITEM 4	CITY CITY OF INDUSTRY	STATE ZIP CODE CA 91716					
Names and Complete Addresses officer may be added; however, the preparation of the complete Addresses	of the Following Officers (The corporinted titles on this form must not be altered	ration must list these three officers	A comparable title for the specific					
7. CHIEF EXECUTIVE OFFICER/ SEE ATTACHED SHEET	ADDRESS	CITY	STATE ZIP CODE					
8. SECRETARY	ADDRESS	CITY	STATE ZIP CODE					
9. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE ZIP CODE					
Names and Complete Addresses director. Attach additional pages, if nece	of All Directors, including Directors essary.)	Who are Also Officers (The	corporation must have at least one					
10. NAME RON ARAKELIAN JR	ADDRESS 14048 VALLEY BLVD	CITY CITY OF INDUSTRY	STATE ZIP CODE CA 91716					
11. NAME	ADDRESS	CITY						
MICHAEL ARAKELIAN	14048 VALLEY BLVD	CITY OF INDUSTRY	STATE ZIP CODE CA 91716					
MICHAEL ARAKELIAN 12. NAME RON ARAKELIAN III	14048 VALLEY BLVD ADDRESS 14048 VALLEY BLVD							
MICHAEL ARAKELIAN 12. NAME RON ARAKELIAN III 13. NUMBER OF VACANCIES ON THE BOA	14048 VALLEY BLVD ADDRESS 14048 VALLEY BLVD ARD OF DIRECTORS, IF ANY:	CITY OF INDUSTRY CITY CITY OF INDUSTRY	CA 91716 STATE ZIP CODE CA 91716					
MICHAEL ARAKELIAN 12. NAME RON ARAKELIAN III 13. NUMBER OF VACANCIES ON THE BOA Agent for Service of Process If the address, a P.O. Box address is not acc certificate pursuant to California Corporat	14048 VALLEY BLVD ADDRESS 14048 VALLEY BLVD AND OF DIRECTORS, IF ANY: e agent is an individual, the agent must resiseptable. If the agent is another corporation tions Code section 1505 and Item 15 must be	CITY OF INDUSTRY CITY CITY OF INDUSTRY ide in California and Item 15 must be to the agent must have on file with	CA 91716 STATE ZIP CODE CA 91716					
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ARAKELIAN ENTERPRISES, INC. SCHEDULE OF OFFICERS

Name	Office	Address
Ron Arakelian, Jr.	Chief Executive Officer	14048 Valley Blvd., City of Industry, CA 91746
Michael Arakelian	Secretary	14048 Valley Blvd., City of Industry, CA 91746
Ron Arakelian, III	Executive Officer	14048 Valley Blvd., City of Industry, CA 91746
Greg Loughnane	President	14048 Valley Blvd., City of Industry, CA 91746
Kevin Hanifin	Chief Financial Officer	14048 Valley Blvd., City of Industry, CA 91746
Tim Powell	Chief Operating Officer	14048 Valley Blvd., City of Industry, CA 91746
Gary Clifford	Executive Vice President	14048 Valley Blvd., City of Industry, CA 91746
Dan Edwards	Executive Vice President	14048 Valley Blvd., City of Industry, CA 91746





Section Five Experience

Background

Arakelian Enterprises, Inc., dba Athens Services has been providing solid waste collection services in Los Angeles County since 1958. Over those last five decades, Athens has grown to the largest independent waste company in Los Angeles County. Athens is a fourth generation, family owned business. Three generations are actively involved in all aspects of the company's business. This provides great continuity and commitment that sets Athens apart from its competitors.

Athens Services has been providing street sweeping services since 1987. Athens clearly understands how to deliver high quality street sweeping service. We have audited every mile of the County streets prior to preparing this proposal to make sure that we are prepared to delivery for the County of Los Angeles.

We have the equipment and the manpower to add streets or do additional work as requested by the Public Works Director or his designee, including special events such as parades or community celebrations.

Our drivers are well trained to begin with, of course, but we take training even further by maintaining a weekly schedule of ongoing training in the proper operation of the equipment, proper safety techniques, and keep them current with any new pertinent information affecting their work. Drivers are trained to make as many passes as is required to deliver high-quality results. They are all professionally uniformed, name-tag identified, licensed, insured, and are skilled and experienced and will report any extraordinary service situations including low hanging tree limbs or other obstructions that prevent normal sweeping operations.



Our fleet is fully compliant with SCAQMD Rule 1186. We maintain adequate spare equipment inventory so that rare equipment failures are quickly addressed by dispatching spare equipment to the scene where necessary. We maintain a pool of spare drivers which assures that we will always have the necessary manpower to complete each day's assignments.

Athens Services will not be using any subcontractors in the performance of this contract in order to maintain our usual high level of quality control. Our proposal allows the County to enjoy very competitive pricing due to our knowledge, infrastructure, experience, and familiarity with the County's residents, businesses, and government.

Organization

The person responsible for the administration of our contracts with the County is Gary M. Clifford, Executive Vice President. His resume, as well as those of other key members of the Athens Services team follows at the end of this section.

Athens Services 24 hour Management Team Contact Information

Name	Title	E-Mail	Phone	Role
Gary M.	Executive Vice	gclifford@athensservices.com	(626)	Provide executive
Clifford	President		934-	sponsorship, provide capital,
			2619	ensure all goals are met.
				Over 20 years of experience.
William	General	wwilson@athensservices.com	(626)	General Manager responsible
Wilson	Manager		934-	for the service to the County
			4696	of Los Angeles.
				Over 20 years of experience.
Tommy	Franchise	touzoonian@athensservices.com	(626)	Coordinates Athens Public
Ouzoonian	Division Sales		934-	Relations efforts with
	Manager		4664	Sweeping Operations to
				assure contract compliance
				and excellent service.
				Over 22 years of experience.
Cesar Ortiz	Street	ortiz@athensservices.com	(626)	Responsible for the County of
	Sweeping		934-	Los Angeles from the
	Operations		4691	Operations aspect. He will
	Manager			make sure that our service
				exceeds the County's
				expectations.
				Over 10 years of experience.
Evelyn	Customer	ecornejo@athensservices.com	(626)	Manages the Customer
Cornejo	Service		934-	Service Department.
	Manager		4606	Over 20 years of experience.

GARY M. CLIFFORD EXECUTIVE VICE PRESIDENT

CURRENT RESPONSIBILITIES

Responsible for all of the municipal franchise operating divisions including collection, transfer, recycling, street sweeping, and disposal services. He directs the day to day operations, customer service, sales, and equipment maintenance areas. As the Executive Vice President, he oversees the company business strategies and development of new business opportunities along with compliance of all existing contracts and ventures and responsible for numerous hauling and street sweeping operations.

EXPERIENCE

Extensive senior management experience and leadership including researching, evaluating, capital project management, negotiating, and resolving complex managerial projects. His background includes many years spent with Warner Media Services, a division of AOL/Time Warner, and also as an Instructor at Azusa Pacific University, School of Business and Management. Gary also has expertise in the development of effective Customer Service and Marketing Departments.

Additionally, he has over 15 years of experience working with state and local governments, including development of public policy and procedure. He has worked with a broad array of public officials at state, local, and federal levels and has developed key relationships.

EDUCATION

- Master of Arts Degree (MAOM) in Organizational Management, Azusa Pacific University
- ➤ Bachelor of Science Degree (BS) in Applied Management, Azusa Pacific University.

<u>WILLIAM WILSON</u> GENERAL MANAGER

CURRENT RESPONSIBILITIES

As General Manager, he has day to day operational responsibilities for the division comprised of a fleet of over 150 vehicles and 250 employees. Duties include oversight of safety, customer service, and facility management.

EXPERIENCE

A seasoned transportation industry leader with over 20 years' experience who possesses excellent leadership, organizational, and project management skills. He has several years' experience administering contracts with City governments and manages our street sweeping fleet. He has also worked with the Federal government in the past and has over 10 years of experience executing successful municipal contract transitions.

EDUCATION

- ➤ MBA- Pepperdine University
- ➤ BA-Political Science University Of California Riverside

TOMMY OUZOONIAN

FRANCHISE DIVISION SALES MANAGER

CURRENT RESPONSIBILITIES

Responsible for developing new and enhancing existing relationships with local municipalities in regard to street sweeping. In recent years his experience includes developing the company's successful responses to RFP's for the Cities of Newport Beach, Villa Park, San Marino, Azusa, Covina, San Gabriel, Monterey Park, LA County-Rowland Heights, Pomona, San Fernando, and others. Additionally, he works closely with chambers of commerce, colleges and school districts, and various business and community leaders.

EXPERIENCE

Over 22 years with Athens Services. Experience includes management of the Sales Department and Planning Department and has worked on many vital special projects including acquisitions. He will develop the Public Education materials for the County of Los Angeles, if required.

INDUSTRY ACTIVITIES

- > Frequent presenter at community organizations throughout Southern California
- > Guest lecturer at local colleges and school districts and large commercial customers

EDUCATION

California State University at Fullerton

CESAR ORTIZ

STREET SWEEPING OPERATIONS MANAGER

CURRENT RESPONSIBILITIES

As the street sweeping Operations manager, he oversees the day-to-day sweeping operations in two Counties. He is responsible for keeping and maintaining quality service, customer relations, up to date employee's files, accident investigation and reporting, conducts safety meetings and trains drivers on safe driving techniques. Maintains regular contact with City and County Staff to assure contract compliance and acts as the city liaison to make sure all City and County goals are met.

EXPERIENCE

A true industry professional, he joined Athens in 2006 and brings extensive operational management experience to the team. Cesar is an excellent team motivator and is fluent bilingual English/Spanish, spoken and written, drug and alcohol abuse training certified, and accident investigation trained and certified.

EVELYN CORNEJO

CUSTOMER SERVICE MANAGER

CURRENT RESPONSIBILITIES

Evelyn manages the daily activities of all customer service personnel. She prepares customer/resident inquiry reports and makes sure that all supervisors and managers are informed and able to respond to our customers' special needs. Evelyn is responsible for hiring, training, and development of all Customer Service Representatives and Receptionists.

EXPERIENCE

Evelyn has over 20 years' experience in the industry and has worked on many vital projects to improve the quality of our service. Specifically, she has continued to maintain our 50 year tradition of answering the phone personally without the use of an automated system that frustrates so many. Her staff of over 3 dozen well-trained professionals keeps Athens as the leader in customer service in our industry.

Minimum Mandatory Requirements for Street Sweeping Services



Athens Services has been providing refuse removal and recycling services in Southern California for over 50 years. We are family-owned and operated, offering a variety of state-of-

the-art services, including automated waste collection, mixed-waste material recovery and recycling, green waste recycling, organics collection and processing, and, of course, street sweeping services.

Over those last five decades, Athens has grown to be the largest independent waste company in Los Angeles County and one of the largest street sweeping companies. Athens is a fourth generation, family owned business. Three generations are actively involved in all aspects of the company's business. This provides great continuity and commitment that sets Athens apart from its competitors.

Athens Services has been providing street sweeping services for over 28 years. Currently, 27 municipalities in Los Angeles and Orange Counties have made the decision to have their street sweeping services managed by Athens Services and they are glad they did. Most of these contracts are long-term agreements demonstrating that the jurisdictions want us to continue to

provide high quality, cost effective service! When it comes to street and parking lot sweeping, Athens has unmatched dedication, resources, and experience in Southern California. Our



experience in street sweeping began in 1987 in the City of Temple City, <u>a contract that we still service today</u>. Since that time, we have added more cities because we clearly understand how to deliver high quality street sweeping services.

We work hard to improve efficiencies and make sure that our service is transparent to your residents and businesses. We have the most technologically advanced software, the best management and staff, and the best equipment.

Athens provides street sweeping services to over one million residents and businesses in Southern California. As an overview, we currently have exclusive service agreements for street sweeping with the municipalities illustrated below. As requested by the County, specific information regarding our contracts are located on Forms PW-6. For your convenience, several letters of reference follow.

AGOURA HILLS Agoura Hills	Azusa	Cerritos	County of LA Road District	County of LA Rowland Heights	County of LA Sanitation District	Covina
Glendora	Hermosa Beach	IRWINDALE Irwindale	Lake Forest	Manhattan Beach	Monrovia	Monterey Park
Newport Beach	Palos Verdes Estates	Placentia	Pomona	Rosemead	San Fernando	San Gabriel
San Marino	Santa Ana	Sierra Madre	South El Monte	South Pasadena	Temple City	



City of Manhattan Beach Public Works Department

Phone: (310) 802-5300 FAX: (310) 802-5301 TDD: (310) 546-3501

To Whom It May Concern,

Athens Services has been providing street sweeping services to the City of Manhattan Beach since September 1, 2011. Although they have only been servicing the City for a short time, I have been impressed with the smooth roll out and attention to customer service. Typically, the first few weeks of new contract implementation can be a chaotic and confusing affair. I was pleasantly surprised by the amount of work put in ahead of time by Athens Services to ensure a smooth service transition.

Our current contract has stipulations requiring that all debris be weighed at the time of diversion, including monthly reports and weight tickets. Additionally, there are stringent inspection and reporting requirements for any issues encountered on the streets or parking lots included within the scope of the current contract. Athens Services regularly reports low hanging branches from noncompliant trees, broken curbs, missing or damaged bumper stops, and graffiti within our parking facilities. These reports assist us in reducing our liability exposure and help ensure we deliver quality services to our residents

Any customer issues that have arisen, real or perceived, have been dealt with the same day, usually within the hour. The field supervisors assigned to our municipality will follow up face to face with our residents possible, with follow up phone calls to assure the issue has been resolved to the residents' expectations. Though their tenure with the City of Manhattan Beach has been limited, I have been very satisfied with the level of service and attention to detail they have provided to date. Please contact me directly if you wish to discuss any matters involving street sweeping in Manhattan Beach.

Respectfully

Juan Price

Maintenance Superintendent

City Yard Address: 3621 Bell Avenue, Manhattan Beach, CA 90266 Visit the City of Manhattan Beach web site at www.citymb.info



Athens Services 15045 Salt Lake Ave. PO BOX 60009 City of Industry, CA 91716

To Whom It May Concern

It gives me great pleasure to recommend Athens Services to any company or public agency. The City of San Gabriel has worked with Athens Services for many years for trash services and now for the past year we have worked with their Street Sweeping Division. In that time, they have exceeded our expectations and proven that our move to venture with a new contractor for our street sweeping needs was well worth the change.

On many occasions we have contacted our Athens Representative, Cesar Ortiz, to assist us in cleaning city streets and/or areas that were not due for normal routine service that day, on each occasion Athens Services was able to accommodate our request within a more than reasonable timeframe. Furthermore, the customer service attention we receive from our representative and up the chain of command to a corporate level is outstanding. Athens Services as a whole maintains a high degree of involvement and has effectively incorporated themselves as part of the City team.

I recommend Athens Services with enthusiasm, and when given the opportunity would recommend them to any person or entity.

Should you require any further information please do not hesitate to contact our Public Works Office

Sincerely.

Bob Bustos Interim Public Works Director MAYOR: GARY TAYLOR

MAYOR PRO TEM: STEVEN LY

COUNCIL MEMBERS: SANDRA ARMENTA MARGARET CLARK POLLY LOW



City & Rosemead

8838 E. VALLEY BOULEVARD • P.O. BOX 399 ROSEMEAD, CALIFORNIA 91770 TELEPHONE (626) 569-2100 FAX (626) 307-9218

To Whom It May Concern,

Last year, the City of Rosemead approved a 5-year agreement with Athens Services to provide citywide street sweeping services. Since starting these services, the City has been very satisfied with the quality of these services as well as the professionalism demonstrated by Athens' team and approach to working in the community.

As part of the agreement, Athens sweeps residential areas on a weekly basis and commercial areas twice weekly. Athens also utilizes clean fuel equipment in street sweeping services, helping to meet air quality requirements and also demonstrate the City's commitment to environmental responsibility. During its tenure in Rosemead, Athens has also been a strong community partner, participating in the City's annual Public Works Week events, City special events, and local community affairs.

It should be noted that Athens also provides extremely competitive rates for street sweeping services. These rates have resulted in significant savings in operations and maintenance costs for the City.

The City looks forward to a long-lasting, productive working relationship with Athens Services. I would strongly recommend them for street sweeping services.

Please feel free to contact me at (626) 569-2118, if I can be of further assistance.

Sincerely,

CHRIS MARCARELLO Director of Public Works City of Rosemead Mayor .
JOSEPH V. AGUIRRE

City Administrator TROY L. BUTZLAFF, ICMA-CM



Councilmembers:
SCOTT W. NELSON
CONSTANCE UNDERHILL
GREG SOWARDS
JEREMY B. YAMAGUCHI

481 East Channas Avenue - Plecentie, California 92870

To Whom It May Concern:

This letter is to provide reference information for Athens Services. The City of Placentia switched from an in-house street sweeping operation to contract street sweeping services provided by Athens Services in September of 2009.

We have found Athens Services to consistently perform their duties with the utmost of professionalism. Every step of the transition has been smooth and effective. From route planning to customer service we are overwhelmingly pleased with the performance of Athens staff and equipment.

It is without reservation that I am able to say, "Athens Services has clearly exceeded our expectations in their performance of street sweeping services for the City of Placentia."

Sincerely,

Steve Drinovsky
Director of Public Works
City of Placentia

City of Placentia, Department of Public Works and Engineering (714) 993-8131

Recycled Paper



CITY OF NEWPORT BEACH

GENERAL SERVICES DEPARTMENT

Mark Harmon, Director

To Whom It May Concern:

On April 27, 2010, the Newport Beach City Council approved a 10-year agreement with Arakelian Enterprises (dba Athens Services) to provide citywide street sweeping services. Prior to this agreement, City staff and equipment provided street sweeping for our community. The contracting out of this service to Athens has resulted in a significant reduction in personnel and equipment costs.

To provide for a smooth transition from City to contractor provided service, we decided on a phased approach rather than a city-wide start date. The City's sweeper routes were divided into five sections, with Athens to start a new section every three to four months depending on their performance in each area. The contract also allows Athens to park and fuel their CNG clean air powered sweepers at the City Corporation Yard.

To date, we are ahead of schedule in phasing in the different sections of the City due to a smooth transition and the good work by the Athens sweeping crew. The change to a private contractor has gone relatively unnoticed by our residents. The routes have been completed in a professional, timely manner with new equipment that is kept clean and well maintained. We anticipate a continued positive working relationship as we move forward on transitioning the remaining sections of the City to Athens sweepers.

Please feel free to call me at (949) 644-3055 if you have any questions.

Sincerely,

Mark Harmon, Director

General Services Department

3300 Newport Boulevard · Post Office Box 1768 · Newport Beach, California 92658-8915 Telephone: (949) 644-3055 · Fax: (949) 650-0747 · www.city.newport-beach.ca.us



To Whom It May Concern;

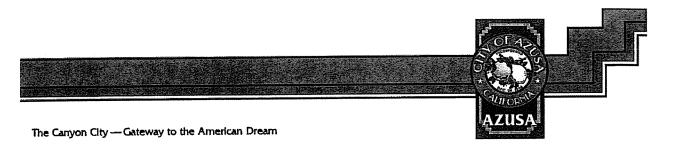
The City of Irwindale has recently retained Athens Services to perform its city-wide street sweeping. We have found their street sweeping services to be excellent and thorough. Additionally, their staff is professional and expeditious in addressing any and all emergency requests, questions or concerns the City has had with regard to street sweeping.

The City of Irwindale is truly satisfied with the street sweeping services provided to us by Athens Services.

kwok Tam

Director of Public Works





RE: Letter of Recommendation

To Whom It May Concern:

It is with pleasure I write this letter of recommendation for Athens Services. Athens Services has provided outstanding street sweeping services for the past 6 years. Furthermore, Athens was instrumental in a seamless transition from bi-weekly to weekly street sweeping. In order to execute this change, there were various proposals considered that required significant logistical analysis, so the changes in place would have minimal impact on our residents' parking convenience. We signed residential streets and created a partnership between our Police Department and Athens' to ensure consistency in this politically sensitive transition.

Athens is responsive and provides timely resolutions to resident complaints and special request from the City.

If you have any questions, feel free to contact me at 626-812-5248.

Thank you.

Tito Haes

Public Works Director/Assistant City Manager



OFFICE OF THE CITY MANAGER

CITY OF GLENDORA CITY HALL

(626) 914-8201

116 East Foothill Blvd., Glendora, California 91741 FAX (626) 914-8221 city_manager@ci.glendora.ca.us

To Whom It May Concern:

The City of Glendora has contracted with Athens Services since December 1, 2006 for street sweeping services. They have operated this service with the same high level of professional and customer service standards that they are known for with their solid waste services.

Our streets are cleaned on a regular schedule and we receive substantially less complaints now than when we did the service with our own crews. Additionally, the savings from contracting with Athens has been remarkable for our financial bottom line. Their management team is very responsive and they are willing to work with us on any issues or suggestions that we may have.

I would recommend any city considering contracting out street sweeping or seeking bids to give the strongest consideration to Athens Services' proposal. I am sure you will not be disappointed in a decision to bring Athens Services on board.

If you should have any questions, please feel free to call me at (626) 914-8201.

Sincerely,

Chris Jeffers City Manager

PRIDE OF THE FOOTHILLS





Section Six

Work Plan

NOTE: Since this SOQ does not provide for a specific area to be serviced, we are presenting the work plan we submitted in 2012 for the Rowland Heights and Road District 119/519 areas. These plans are typical of what we have submitted in the past and since we were awarded these areas, it is self-evident that our work plan is acceptable to the County.

Athens Services has carefully reviewed all the LA County RFP material thoroughly, including all addendums, we conducted a physical review of all the streets, and this information has been entered into our routing data base, and can ensure that we will comply with the County's sweeping schedule for Rowland Heights and the Road District of 119/519. We have provided a plan for alternative day - weekly sweeping.

Athens Services will be conducting all operations for Rowland Heights and Road District 119/519 from an existing Athens operations yard located at 5355 N Vincent Ave Irwindale, CA. Such a close proximity to the service area allows us to manage equipment and personnel resources for the highest quality and most responsive service.

Athens will be providing the following services for both Rowland Heights and Road District 119/519

- We have a pool of experienced sweeper drivers with over three years of experience (we only use full time employees); which are cross trained to ensure service consistency for vacations, jury duty, sick days, etc.
- We have redundancies in back up equipment, and operate other sweeper routes that can be utilized in case of break down or delays.
- Equipment used to conduct sweeping operation will consist of a Tymco Regenerative Air (600 BAH) sweeper which will be used in conjunction with spraying of water to minimize unsettling dust. In addition the driver will be supplied with a manual push broom and shovel to clean/sweep areas such as narrow cul-de-sacs, median noses and portions of left-turn pockets.
- The driver is equipped with a small blower for blowing debris to be picked up by the sweeper truck.

- Sweep/clean all leaves, paper, dirt, rocks, glass, bottles, cans, and other debris from paved alleys, and curbed medians within specified area on a weekly basis.
- Sweeping will be conducted by a trained fulltime Athens Services driver whose duties will include but not be limited to; single pass sweeping at a rate no greater than 6 miles an hour of each side of all streets adjacent and parallel to the curb face including curb returns and cross gutters at all intersecting streets.
- Median sweeping; in areas where raised medians are present driver shall sweep each side of median adjacent and parallel to median curb face.
- Painted median sweeping; in areas where painted medians exist, driver shall sweep the entire area within the painted median using both gutter brooms simultaneously.
- Alley sweeping shall consist of sweeping each side to the alley adjacent and to the right of the flow line of the alley at speed of no more than 6 miles per hour.



- Athens Services will furnish all water necessary for sweeping operations.
- Curbed areas that cannot be swept will be hand cleaned.
- Athens employee shall conduct all activities and operations within the confines of public roadways and will not enter private property for any reason without written permission from owner.
- Athens Services shall assign an Area Supervisor (qualified quality control inspector) to
 oversee sweeper operation and communicate all conditions and issues to Contract Manager as
 soon as condition is identified, such issues will include but not be limited to fallen trees,
 obstructed roadways or alleys, low overhanging branches, abandoned vehicles and large
 potholes. The sweeper driver will have a Nextel digital radio to communicate any of these
 issues to his supervisor.
- We will provide the County the GPS information as indicated in section R of Exhibit A



Our drivers are well trained to begin with, of course, but we take training even further by maintaining a weekly schedule of ongoing training in the proper operation of the equipment, proper safety techniques, and keep them current with any new pertinent information affecting their work. Drivers are trained to make as many passes as is required to deliver high-quality results. They are all professionally uniformed, name-tag-identified, licensed, insured, and are skilled and experienced and will report any extraordinary service situations including low hanging tree limbs or other obstructions that prevent normal sweeping operations.

In order to ensure there is an ample pool of qualified employees to manage a large service area, driver trainees are hired and trained on the use of all vehicles and moved to a permanent driving position based upon completion of all training, comfort level in their position, qualifications, etc.

Athens Services is committed to providing a safe and healthy work environment for our employees, citizens, and anyone who may be affected by the services that Athens will be providing. Athens Services initiates and maintains complete accident prevention and safety programs. Each individual from top management to the working person is responsible for the health and safety of those persons in their charge and co-workers around them.

By accepting mutual responsibility to operate safely, everyone contributes to the well-being of all personnel. Each employee is given a safety orientation by their supervisor or lead personnel prior to the start of work.



The orientation covers a variety of items such as programs mandated by CAL-OSHA (Hazard communication, injury and illness prevention program, accident prevention, etc.)

Our street sweepers driving records are impeccable and there have been no significant claims or incidents. We are enrolled in the DMV Pull Notice Program which notifies us of any incidents that impact the driver's licenses of our staff. Additionally, our street sweeping fleet has no issues or citations from CAL-OSHA.

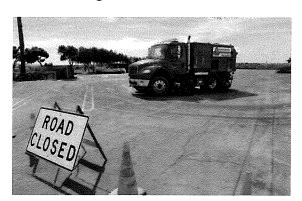
Street Sweeping Emergency Preparedness Procedure

- 1. Specific designated emergency response street sweeping vehicles in each local geography are fueled and ready at the end of every shift.
- 2. City officials are given an emergency response phone number where they leave a voice message. The voicemail is distributed via email to the management team assigned to this distribution list.



- 3. One or all members of the management team returns the phone call to the city official requesting the response to an emergency within 15 minutes.
- 4. The Area Supervisor dispatches the designated on-call driver to drive to the facility where he picks up the designated emergency response sweeper truck. On call drivers are available to respond to all calls and are required to be at the facility within 20 minutes of initial call.
- 5. To assure quality control, the driver reports to Area Supervisor his time of arrival to the facility, his time of departure from the facility, and his time of arrival to the emergency location.
- 6. The Area Supervisor keeps in constant contact with city official throughout the response process updating the official every 20 minutes as to the progress of the driver.

- 7. Upon arrival to the emergency scene the corresponding Area Supervisor notifies the Athens Services management team via email that the driver has arrived on the scene.
- 8. At the completion of the assignment requested by the City, the driver notifies the Area Supervisor that the job is complete.
- 9. Area Supervisor contacts the City official to assure that the job completed and that City expectations have been met.
- 10. Driver returns to the facility, fuels the emergency response truck, conducts post trip report, and advises Area Supervisor that the truck is parked and that he is departing from the city yard.
- 11. At the conclusion of all emergency responses corresponding Area Supervisor notifies the management team via email that the assignment is complete.



Athens Services is well-known for efforts put toward improving and preserving our environment.

Just a little few years ago, Athens trucks collected 175 tons of dead fish from the Redondo Beach harbor and transported them to our composting facility in Victorville. Athens sweepers came in behind the project to sweep and clean the harbor area, restoring it to its previous beauty.

Disposal

• Athens Services will dispose of all refuse and debris collected during sweeping to our MRF located at 14048 E Valley Blvd in the City of Industry.

We have included our own sweeper maps and a description of a typical day of the sweeper. We realize that seasonal changes will change debris volume, and have built in enough capacity to adapt to these fluctuations. By including these, we can clearly demonstrate that we understand how to provide the services that meet the customers' expectations and the requirements set forth by Los Angeles Department of Public Works for service by Athens Services beginning on day one.

Typical Sweeper Route Description

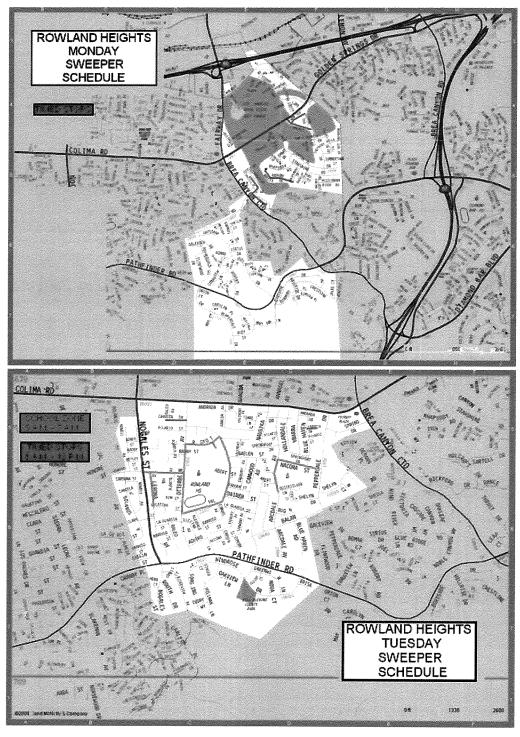
Step	Activity
1	Driver will arrive at 5355 N Vincent Ave (Vincent Yard) and clock in at 3:30am
2	Check in with dispatch and receive Nextel radio, route/stop service sheet and any work orders
3	Conduct pre-trip inspection of the vehicle
4	Drive to beginning of route, of specified service day area
5	Driver will engage top vacuum motor, lower rotating sweeper brushes and engage water distribution system
6	Driver will disengage vacuum and water supply. Lift sweeping brushes. Park vehicle, call supervisor to inform him/her that he will be taking a ten minute break
7	Driver will get back into vehicle call supervisor and inform him/her that he will continue

	on assigned route, engage top vacuum motor, lower rotating sweeper brushes and engage
	water distribution system.
	Driver will complete sweeping of streets in specified area and will contact supervisor
8	informing him/her that he is headed for the Material Recovery Facility (MRF).
9	Driver will disengage vacuum and water supply. Lift sweeping brushes. Drive to MRF.
10	Driver will arrive at MRF, weigh-in vehicle and provide origin of refuse
1.1	Driver will wait for clearance to enter MRF, once inside driver will be directed to
11	specific area to dump contents of vehicle
12	Driver will open back door, dump entire contents of vehicle
	Upon completion of dumping process driver will move vehicle to designated clean out
13	area where he will clean hopper, driver will practice lockout/tag out procedures when
	cleaning out hopper area
14	Driver will drive out of MRF, fill vehicle with water. Driver will contact supervisor to
	inform of load size
15	Driver will take 30 minute lunch break
16	Driver will arrive at designated service area and engage top vacuum motor, lower
	rotating sweeper brushes and engage water distribution system
17	Driver will disengage vacuum and water supply. Lift sweeping brushes. Park vehicle,
	call supervisor to inform him/her that he will be taking a ten minute break
1.0	Driver will get back into vehicle call supervisor and inform him/her that he will continue
18	on assigned route, engage top vacuum motor, lower rotating sweeper brushes and engage
	water distribution system
19	Driver will complete sweeping of streets in specified area and will contact supervisor
20	informing him/her that he is headed for the (MRF).
20	Driver will arrive at MRF, weigh-in vehicle and provide origin of refuse
21	Driver will wait for clearance to enter MRF, once inside driver will be directed to specific area to dump contents of vehicle
22	Driver will open back door, dump entire contents of vehicle
	Upon completion of dumping process driver will move vehicle to designated clean out
23	area where he will clean hopper, driver will practice lockout/tag out procedures when
23	cleaning out hopper area
	Driver will drive out of MRF, fill vehicle with water. Driver will contact supervisor to
24	inform of load size and drive to Vincent Yard
25	Driver will drive to Vincent Yard, fuel vehicle
	Upon arriving at the Vincent yard driver will complete post trip inspection of vehicle,
26	turn in copy of inspection report to maintenance department.
27	Driver will proceed to dispatch and turn in all completed work orders, VCR (vehicle
27	condition report), Nextel radio, signed route map and clock out.
-	<u> </u>

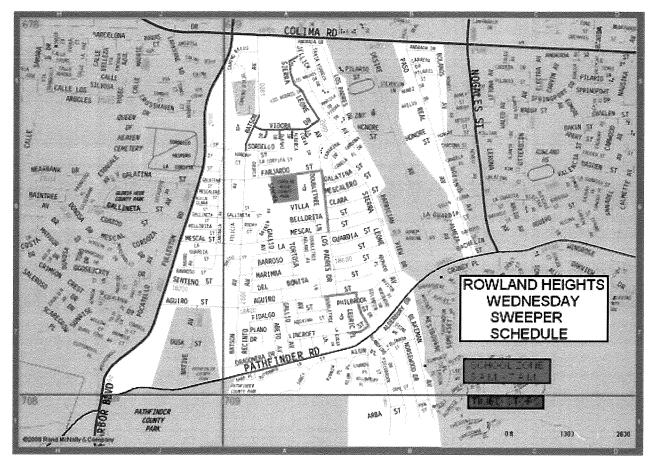
Rowland Heights - Weekly

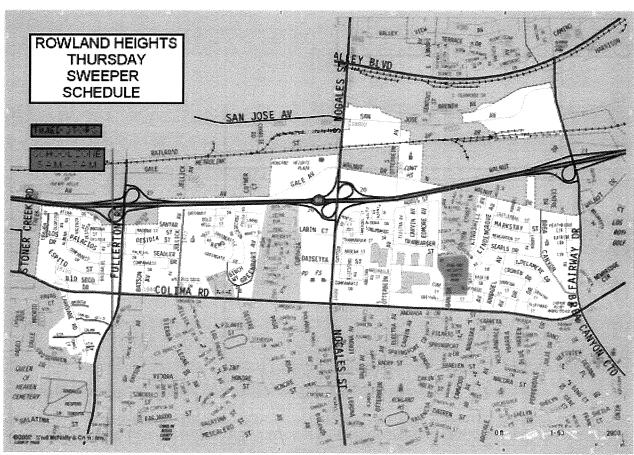
We will assign one full time driver and an alternative fuel (LPG) Tymco Regenerative Air (600 BAH) sweeper to this route. The driver will be fully trained on the route structure and the operation of the vehicle.

The driver will arrive to work at 03:30 AM, conduct the required pre-trip inspection, and depart at 03:45 AM. Our routing schedule prioritizes the main highways, the school and commercial areas prior to 7 AM, residential streets after 7 AM, and multi-unit residential areas after 8 AM.

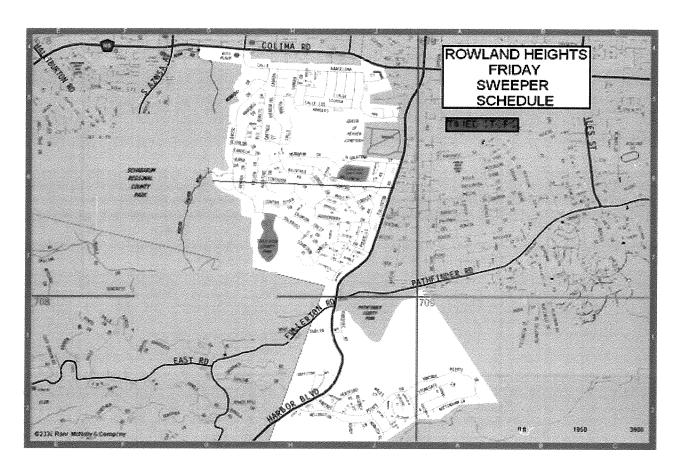


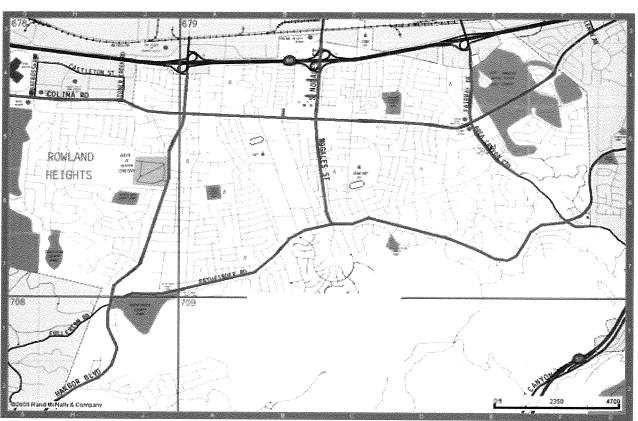
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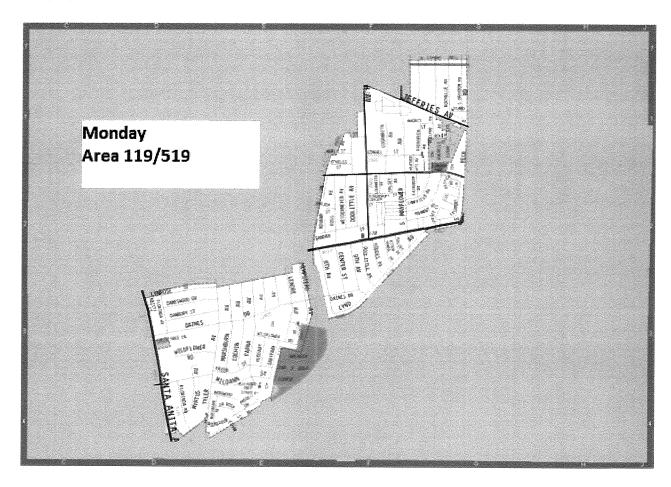
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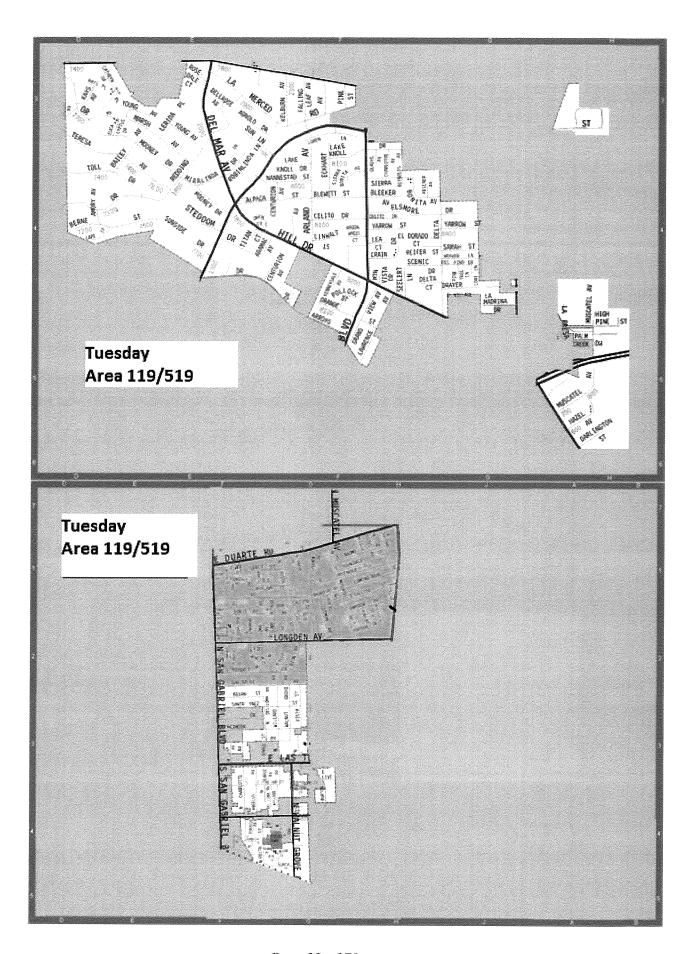
Road District 119/519 – Weekly (Alternative Day Sweeping)

We will assign two full time drivers and two alternative fuel CNG or LPG) Tymco Regenerative Air (600 BAH) sweepers to these routes. The drivers will be fully trained on the route structure and the operation of the vehicle. The drivers will be used in other capacities to ensure their full time status.

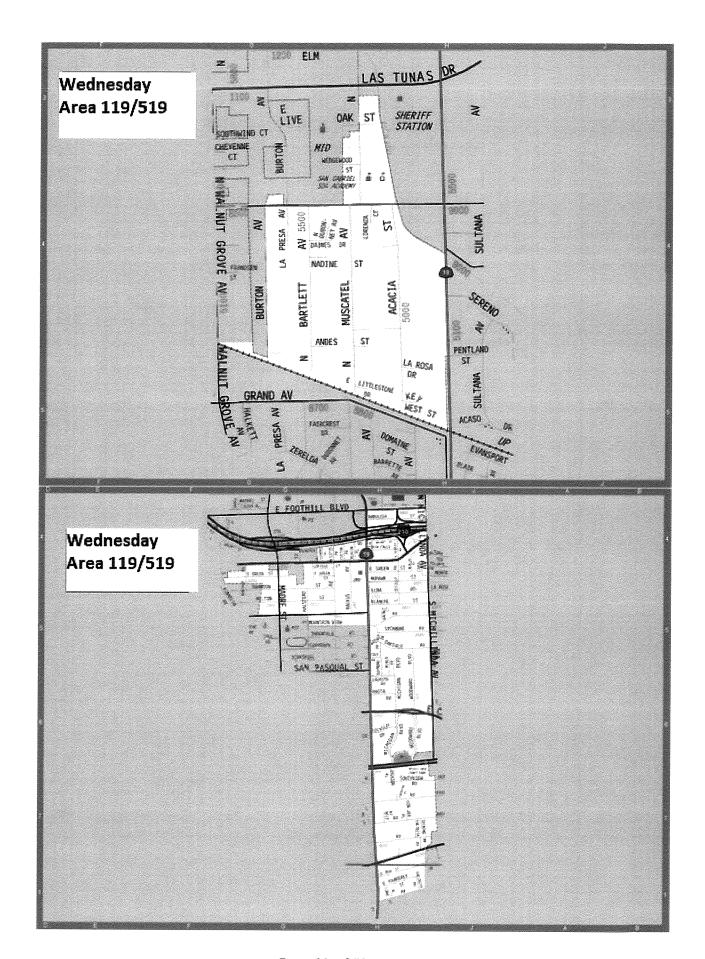
The drivers will arrive to work at 05:00 AM, conduct their required pre-trip inspections, and depart at 05:15 AM. Our routing schedule prioritizes the main highways, the school and commercial areas prior to 7 AM, residential streets after 7 AM, and multi-unit residential areas after 8 AM. We acknowledge the parking (time) restrictions in South San Gabriel, and have incorporated them into our routing plan.

We have included the maps of our service schedule for the East Pasadena, Arcadia, and South San Gabriel below.

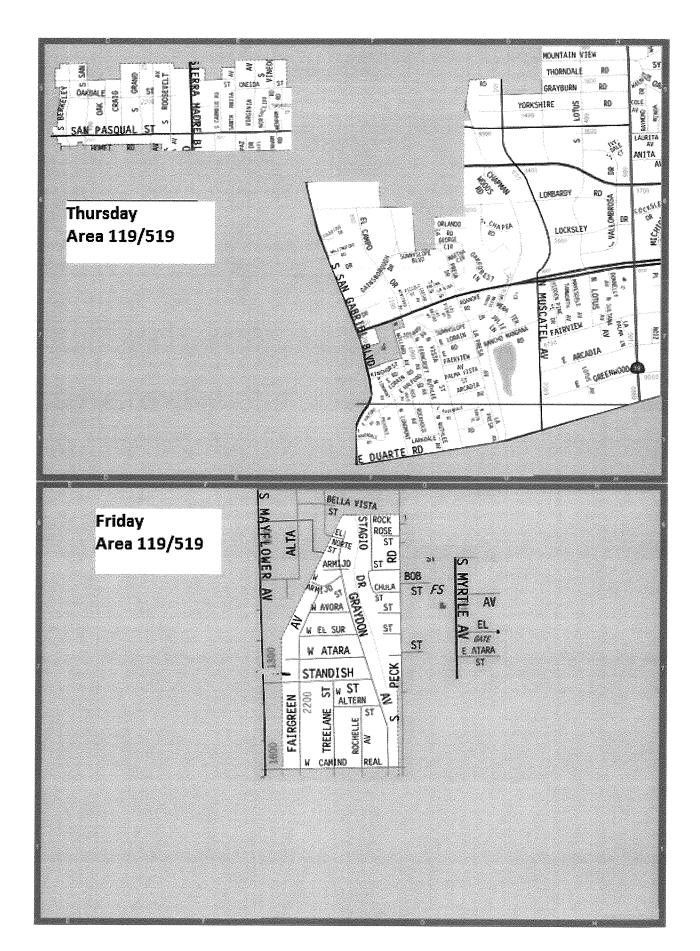




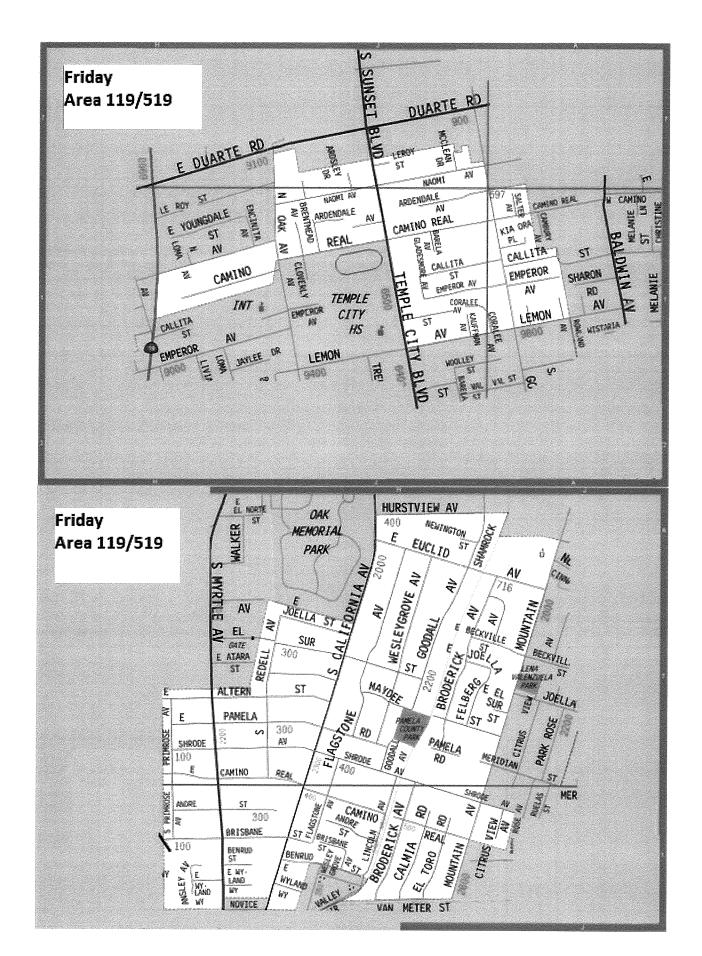
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Section Seven

Quality Assurance Program

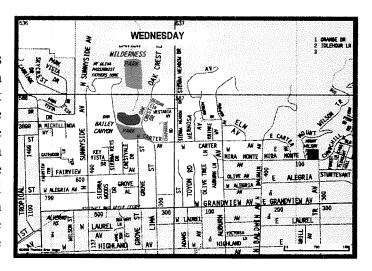
Overview

Athens maintains a three-prong quality assurance program; combined they ensure all service requirements are met and customer satisfaction levels are maintained. Each area is designed to be self-sustaining, and cross checked by management to ensure compliance. The three-prongs of our quality assurance program include the area supervisor, fleet maintenance, and customer service.

Policies, Procedures, and Inspection Fundamentals

Area Supervisor

Every route operated by Athens an experienced supervised by Supervisor ("Qualified Inspector") that works in the field to ensure all services are completed, and any follow up issues are resolved in a timely manner. The Area Supervisor is in direct contact with the maintenance group in case of a mechanical breakdown. The Area Supervisor is in direct contact with our customer service group, so all service inquires receive personal attention. Other duties assigned:



- We utilize a daily route map to ensure all streets, medians, alleys, and cul-de-sacs are swept. (See example to the right.) The supervisor will inspect these areas on a daily basis, and correct any defects.
- On a weekly basis the supervisor will trail the route to ensure proper and safe operation of the equipment, and will document his observations.
- Athens will utilize the Teletrac Fleet Director GPS System to monitor the day to day operation of the sweepers which will meet all of the requirements Exhibit A, Section W. (The specifications can be found in Section Eighteen of our proposal.) Teletrac will monitor all aspects of the sweepers operation from the brooms up or down to speed and direction. Teletrac has many features to help better manage street sweeping by real-time tracking of all vehicles in the fleet from the computer desktop. Some advantages of this system are:

- ➤ Powerful software configuration options that allow immediate customization such as setting up authorized and unauthorized zones and times and vehicle speeds to trigger exception alerts and reports. (As an example, exception alerts and reports tell us when the driver exceeds 6 MPH or is stopped longer than 30 minutes.)
- > State of the art, integrated mapping with satellite images and overlays of routes and destinations providing unprecedented detail for avoiding errors.
- > Detailed reporting to help monitor driver performance, vehicle use, and productivity.
- > Teletrac Fleet Director confirms that 100% of each route is completed each day.

Fleet Maintenance

We maintain adequate equipment inventory so that rare equipment failures are quickly addressed by dispatching spare equipment to the scene where necessary. As mentioned earlier, we maintain a pool of spare drivers which assures that we will always have the necessary manpower to complete each day's assignments.

Every Athens truck is inspected a minimum of twice per day; each driver performs a pre-trip and post-trip daily. The inspection is documented on a Driver Vehicle Inspection Report (DVIR); the 3-part form is distributed daily to the fleet maintenance supervisor, the Area Supervisor, and the truck file.



Any necessary repairs are completed that night, or the truck is replaced by a spare truck until the repairs are completed. The maintenance group maintains a regular preventative maintenance schedule for all trucks to ensure maximum up (operating) time. Just in case, shop road crews are staffed during all operating hours to ensure that any mechanical problem or breakdown can be attended quickly. All employees have Nextel digital radios to maintain contact with Operations.

All road crew trucks are equipped with the tools and parts necessary to mitigate down time.

In order to ensure there is an ample pool of qualified employees to manage a large service area, driver trainees are hired and trained on the use of all vehicles and moved to a permanent driving position based upon completion of all training, comfort level in their position, qualifications, etc.

The foundation of the maintenance process at Athens Services is the preventive maintenance program. Athens has reduced the B.I.T. service interval of the standard 90 day inspection down to 30 day intervals. The preventive maintenance program service intervals are noted below:

Service Type	<u>Interval</u>	Description
PM - A	30-Days	Inspection of all "out-of-service" criteria, lubrication
PM - B	60-Days	PM – A, plus oil and filters
PM - C	360-Days	PM – A and B, plus engine tune up, transmission,
		differential, and hydraulic system service
PM - O	360 – Days	Opacity Test

The routine and daily maintenance activities in a typical Athens maintenance department are managed by a staff that includes but is not limited to; Maintenance Manager, Day Shift Supervisor, Night Shift Supervisor, Parts Clerk, and Shop Administrator. The management group's main items of focus are:

- > Department scheduling matching available headcount to equipment availability
- Repair scheduling Preventive Maintenance Inspections, Road calls, and Daily Repair Work
- ➤ Inventory / repair controls Ensure that expenses are charged to the proper unit and system allowing system and / or unit analysis and proper corrective action
- ➤ Mechanic Training
 - Annual brake training (air brakes)
 - Tire service training
 - Monthly safety (meetings and training)

Proper management of the focus areas ensure that all Athens Services vehicles meet or exceed all Federal, State and Local mechanical and safety requirements.

Driver Vehicle Inspection Reports (DVIR):

The maintenance department at Athens Services utilizes a truck to mechanic / welder ratio of approximately 8 to 1 to ensure that we are adequately staffed to handle repair work that is generated from driver's vehicle inspection(s). The D.V.I.R. process requires that the driver conduct a thorough pre-trip / post-trip inspection and provide the maintenance supervisor a copy of his report (day shift and night shift supervisors are on duty and drivers are aware that they are available for direct communication). The maintenance supervisor assesses the repair priority (Priority #1, #2, or #3), determines if the vehicle requires immediate attention, and delegates the repair to a mechanic or welder of an adequate skill level to complete the needed repair.

Training and Safety

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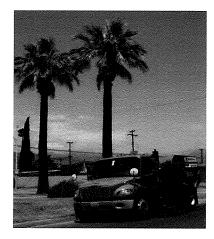


Our drivers are well trained to begin with, of course, but we take training even further by maintaining a weekly schedule of ongoing training in the proper operation of the equipment, proper safety techniques, and keep them current with any new pertinent information affecting their work. Drivers are trained to make as many passes as is required to deliver high-quality results. They are all professionally uniformed, name-tag-identified, licensed, insured, and are skilled and experienced and will report any extraordinary service situations including low hanging tree limbs or other obstructions that prevent normal sweeping operations.

In order to ensure there is an ample pool of qualified employees to manage a large service area, driver trainees are hired and trained on the use of all vehicles and moved to a permanent driving position based upon completion of all training, comfort level in their position, qualifications, etc.

Athens Services is committed to providing a safe and healthy work environment for our employees, citizens, and anyone who may be affected by the service that Athens Services will be providing. Athens Services initiates and maintains complete accident prevention and safety programs. Each individual from top management to the working person is responsible for the health and safety of those persons in their charge and coworkers around them.

By accepting mutual responsibility to operate safely, everyone contributes to the well-being of all personnel. Each employee is given a safety orientation by their supervisor or lead personnel prior to the start of work.



The orientation covers a variety of items such as programs mandated by CAL-OSHA (Hazard communication, injury and illness prevention program, etc.), accident prevention, etc.

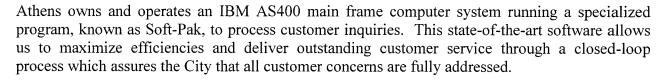
Our street sweepers driving records are impeccable and there have been no significant claims or incidents. We are enrolled in the DMV Pull Notice Program which notifies us of any incidents that impact the driver's licenses of our staff. Additionally, our street sweeping fleet has no issues or citations from CAL-OSHA.

Quality Control Documentation, Review, and Reporting

Customer Service

Athens Services is committed to providing customer service of the highest quality. The Company strives to be responsive, competent, reliable, and professional in every aspect of its business. The bottom line at Athens is that it's every employee's job to provide excellent customer service. Furthermore, we understand the County's emphasis on a smooth transition for all areas. We have over 50 years of experience in these types of transitions, and our customer service group is a critical part of our daily success.

- Our toll-free number is (888) 336-6100.
- **LIVE** Telephone coverage begins at 7:00 a.m., six days a week.
- ➤ 24 hour Message system
- ➤ 24 hour 7 days a week contact name and number for emergencies
- > Same day resolution of all inquiries.
- Multilingual staffing during all business hours. We can translate over 175 languages!
- > Area Supervisor always available to be dispatched for special requests and customer concerns.
- > Professional and courteous customer service staff.
- ➤ Proper staffing levels to handle customer concerns promptly.
- Customer Service and Billing Department telephone numbers are published on every invoice and are also located on all of our trucks and equipment. We are listed in the printed phone book and the Internet Yellow Pages and our home on the Internet is located at www.AthensServices.com.



Athens responds to complaints through an inquiry processing system. All inquiries are logged into a central computer with the following information:

- Date/Time
- Inquiry Type (i.e., service request, extra service, etc.)
- Supervisor Area
- Route Number/Truck Number

Inquiries requiring immediate action are radioed via radio directly to the Area Supervisor and truck driver. All calls are responded to by the supervisor who determines the root cause of the issue. A follow-up call is made to the customer to determine that he/she is pleased with our response. All inquiries will be responded to within the same day. The disposition of each inquiry is then logged into the computer. Daily inquiry status reports are reviewed by several members of the management team. Inquiry and disposition data is maintained for many years.



Our website, <u>www.AthensServices.com</u>, also provides for communication during and after business hours for the convenience of our customers. There is detailed information about our services, brochures and other informative publications which can be downloaded, and links to other sites to assist our citizens 24 hours per day. Customers can send us e-mail requests for information regarding any of our services.

E-mails sent during the day typically receive responses within an hour and those received after business hours receive responses very early the next day. There is also a 24-hour on-line survey that our customers can fill out which provides us with valued information that we use to continually improve our services.



Customer Service and Billing Department telephone numbers are listed in the white and yellow pages of a myriad of telephone books and on the Internet at www.AthensServices.com. We are listed in ads in the Spanish language versions of the yellow pages for the respective areas.

Inquiry and disposition data is maintained. Report selection can be made with various types of criteria including, but not limited to:

- Inquiry Type
- Date
- Inquiry Disposition
- Monthly Report
- Supervisor Area
- Route Number/Truck Number
- Driver-Call-In System A Special Proactive Service

In addition to the above described procedures, Athens' prefers to take a proactive approach to Customer Service, utilizing the "Driver-Call-In" system (DCI). In this system, we resolve many issues before the customer even realizes that there is a problem.

A sample Inquiry is shown below:

TRR010	Customer Inquiry Severity Code: 2	
Date received: 5/01/08 To do date: 5/01/08 Name of person calling: MRS Cross Account name: SAN MARINO SW Contact name: AMY (A/P) Service addr: 0000 V. SAN MARINO	Street: ** HUNTINGTON G	Complain #: 1779808 Super. area:02 Phone: 6263364242 W SAN GARRIEL Account#: 149440-000 Serv.phone 6263000780 City code: 160
Complaint type: 003 REMINDE Comment: CUSTOMER CALL IN- NO ST		RE BY NOW ***
**************************************	*********	Date: 0/00/00
	required: Driver	031

Summary

The management teams of Customer Service, Sales, and Operations, as well as the ownership of the company, review reports every day of all Inquiry activities to assure that our service maintains the highest possible standards.

The teams meet weekly to discuss and review the reports and seek opportunities to continue to improve our services.





Section Eight Equipment

Form PW-20 lists several trucks currently available for service to Los Angeles County. Athens owns and operates several dozen additional vehicles throughout Southern California as part of a large fleet that is constantly maintained to the highest standards of safety, operational efficiency, and cleanliness. And we always have back-up sweepers on hand in the event of break-downs or requested extra services.



Additionally, Athens has the financial resources and expertise to acquire additional trucks, if necessary to meet any contractual requirements.

We use a variety of street sweeping vehicles, each designed to meet the needs of the task at hand. Most of the County's service areas are most efficiently serviced by

using Tymco alternative fuel (CNG or LPG) Regenerative Air (600 BAH) sweepers, pictured above. The specifications for this vehicle is located in Section Eighteen.

These trucks will sweep and clean all public streets, paved alleys, and curbed medians within the project limits. When sweeping, both gutter brooms will be down and extended. Normally sweeping will consist of a single pass, both brooms down, at a maximum speed of not more than 6 miles per hour 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 a single swept path, both brooms down on each side to the alley adjacent and to the right of the flow line or centerline of the alley. Water is used while sweeping to minimize dust.

Curbed areas that cannot be swept with power sweeping equipment, such as, but not limited to, end of alleys, gutters, narrow cul-de-sacs, median noses, and portions of left-turn pockets shall be hand cleaned if necessary. We also understand that the word "sweeping" is not limited to the use of a power broom street sweeper and includes the use of any sweeper or methodology that is appropriate to meet service standards.



Also available are our Broom Bear rear brush sweepers, pictured to the right, which are very effective for heavy clean-ups, especially where there has been construction activities or large spills.



Athens also services hundreds of parking lots throughout Southern California and one of the vehicles we often utilize for effective cleaning is the Tymco 210 vacuum sweeper, pictured to the left.

Page 43 of 70





Section Nine

Subcontractors

Athens will not be using any subcontractors.





Section Ten

Financial Resources

Please see below and also see the sealed envelope in the binder marked "Original."



14048 Valley Blvd, P.O. Box 60009 City of Industry, CA 91716-0009 Fax (626) 330-4686 (626) 336-3636

March 30, 2015

County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, California 91802-1460

RE: Proposal for Street Sweeping Services (2015-SQPA004)

To Whom It May Concern:

Athens Services has provided in the enclosed envelope marked "CONFIDENTIAL" audited financial statements for the three most current full fiscal years ending December 31, 2014, December 31, 2013 and December 31, 2012. I hereby represent and warrant that to the best of my knowledge, the information provided herein is true and complete as of the date of this proposal. I further represent and warrant there has been no material change in the financial circumstances of Athens since the date of last audited financial statements.

Each page of the financial statements is similarly marked "CONFIDENTIAL" and Athens respectfully requests that the County of Los Angeles inform the limited number of people who need to review these statements of our right to privacy and of the obligation to preserve the confidentiality of this information. I am available at your convenience to meet with the person or persons who will review the financial statements to answer their questions. Accordingly, Athens further requests that no copies be made of these statements and the originals be returned after the proposal process is complete. I may be reached at (626) 336-3636.

Sincerely,

Kevin P. Hanifin Chief Financial Officer





Eleven

Licenses and Certifications

Please see below and the pages that follow.

CALIFORNIA STATE TRANSPORTATION AGENCY

DEPARTMENT OF MOTOR VEHICLES Registration Operations Division MS G875 P.O. BOX 932370 Sacramento, CA. 94232-3700 (916) 657-8153

08/22/2014



ARAKELIAN ENTERPRISES INC PO BX 60009 CITY OF INDUSTRY, CA 91716-0009

A Public Service Agency	MC	OTOR C	ARRIER PE	RMIT	
DEPARTMENT OF MOTO Registration Operations Divis		Valid From:	09/01/2014	Valid Through:	08/31/2015
P.O. BOX 932370 Sacrament		CA#:	0335125		
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Pmt Date: 08/21/2014	Office #: 154		Ful	l Year	
Account #: 463213	Tech ID: DG		Corp	oration	1
Sequence #: 0012	Amt Paid: \$830.00			1, 49	

!!!IMPORTANT REMINDERS!!!

- Your permit will expire at midnight on the 'Valid Through' date. If you do not receive a renewal notice 30 days prior to the
 expiration date, please submit an original application and check the "Renewal" box.
 Your insurance must remain valid through the term of your permit or a suspension action could occur.

- Changes to your feet are not required to be reported until your renewal.

 Changes to your business entity may require a new CA# and application for another Motor Carrier Permit.

 If you decide to no longer operate as a motor carrier of property, you must submit a 'Voluntary Withdrawal' form.

 For changes to the address, business name, officers, or authorized representative's name, please complete the 'Notice of
- Change' form. Changes during your renewal period may be submitted on your renewal application.

You may download forms from the Internet at www.dmv.ca.gov or receive further information by calling: (916) 657-8153.

California Relay Telephone Service for the deaf or hearing impaired from TDD Phones: 1-800-735-2929; from Voice Phones: 1-800-735-2922

MC 2100 M (REV. 01/2011)

A Public Service Agency



COUNTY OF LOS ANGELES

Department of Public Health - Solid Waste Program

Waste Collector Permit

2015

COMPANY ID # PERMIT FEE
VEHICLES PERMITTED EXPIRATION DAYE, 12/31/2015

\$841.00

ATHENS SERVICES PO BOX 60009

CITY OF INDUSTRY, CA 91716

CHIEF, SOLID WASTE PROGRAM



COUNTY OF LOS ANGELES

Department of Public Health - Solid Waste Program

Waste Collector Permit

2015

COMPANY ID# PERMIT FEE
VEHICLES PERMITTED
DATE OF ISSUE
EXPIRATION DATE, \$43.00 1 01/14/2015

ATHENS SERVICES P.O. BOX 60009 CITY OF INDUSTRY, CA 91716

2erado Walsord EF, SOI IP CHIEF, SOLID WASTE PROGRAM



COUNTY OF LOS ANGELES

Waste Collector Permit Under Provisions of County Ordinance Title 20

2015

ATHENS SERVICES P.O. BOX 60009 CITY OF INDUSTRY, CA 91716

COMPANY ID # PERMIT FEE VEHICLES PERMITTED DATE OF ISSUE EXPIRATION DATE zerardo Villalobis

\$0581 \$6,173.00 133 01/14/2015

CHIEF, SOLID WASTE PROGRAM



COUNTY OF LOS ANGELES

Department of Public Health - Solid Waste Program

Waste Collector Permit

2015

PERMIT FEE VEHICLES PERMITTED DATE OF ISSUE EXPIRATION DATE, \$0586 \$497.00 01/14/2015 12/31/2015

zerardo Vil CHIEF, SOLID WASTE PROGRAM



COUNTY OF LOS ANGELES

Department of Public Health - Solid Waste Program

Waste Collector Permit

2015

ATHENS SERVICES P.O. BOX 60069 CITY OF INDUSTRY, CA 91706

ATHENS PO BOX 60009 CITY OF INDUSTRY, CA 91716

COMPANY ID # PERMIT FEE VEHICLES PERMITTED
DATE OF ISSUE
EXPIRATION DATE,

\$4,969.00 105 01/14/2015

CHIEF, SOLID WASTE PROGRAM





Section Twelve Insurance

Please see Form PW-16 and here is a sample of our Insurance Certification.

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t	MPORTANT: If the certificate holds ne terms and conditions of the polic ertificate holder in lieu of such endor	y, cer	tain	policies may require an e						
wii	DUCER is insurance Services of California, ir 26 Century Blvd . Box 306191	1C.			PHONE (A/C, N E-MAIL	o, Ext); (877) 9	ntes@willis 145-7378		(888)	467-2378
Nas	hville, TN 37230-5191				ADDRE	ss: INS	BURER(8) AFFOR	RDING COVERAGE		NAIC#
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								MED EXP (Any one person)	\$	25,000
								PERSONAL & ADV INJURY	\$	1,000,000
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	ALLOWNED SCHEDULED							BODILY INJURY (Per accident)	5	
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ACORD 25 (2014/01)

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Section Thirteen

Record Keeping

Background

The purpose of this narrative is to provide further details regarding Athens Services payroll processes in support of the data we supplied on Form LW-9. Athens Services processes its payroll on a weekly basis in which the employees are paid every Friday for the previous week, ending Sunday. Payroll processing is performed by the Payroll Department of Athens Services using the payroll module in the Infinium Accounting Department.

Timekeeping

Athens uses Kronos, an electronic timekeeping system. The Kronos system is used to track the hours worked by non-exempt employees. The Kronos system requires the users to swipe a card to log their daily start and end times as well as the start and end times of each daily lunch breaks. Time data for each employee is accumulated in the system.

Supervisors are to validate employee times on a daily basis and if necessary may generate a report listing to view actual time recorded from the prior day. All hours must be complete and confirmed by 9:00 am each Monday morning.

Payroll Processing

Time data from confirmed KRONOS time reports are automatically uploaded into the Infinium Payroll system. The only manual entries entered are for current or previous week adjustments (missing hours), vacation pay, and bonus pay.

Once all employee time data is entered into the payroll system, a "Payroll Trial Register" report is printed. The report details total payroll by employee name, hours worked, amount to pay each employee, and the total payroll for the pay period. The payroll system also generates a



total payroll for the pay period. The payroll system also generates a "Payroll Trial Register Exception Report" which lists unusual items for payroll personnel to review. Such unusual items might be:

- Employees who will not be receiving a pay check for the period.
- Hourly rate overrides
 Rate overrides apply to instances where an employee received a pay rate increase during
 the pay period; however, the payroll system may not have been updated. Payroll personnel

will enter the employee's pay based on the new rate. The system will detect the difference and display the exception.

After the Payroll Dept staff has reviewed, acknowledged and recorded any necessary adjustments as listed on the "Payroll Trial Register", the same report will be rerun reflecting the final amount of payroll for the period.

Deductions

Deductions from an employee's gross pay can include any of the following;

- FIT Federal income tax
- SIT State income tax
- FICA -6.2% of taxable wages
- Medicare 1.45% of taxable wages
- SDI .60% of taxable wages up to the first \$7,000 of wages, rate is subject to change annually.
- Medical Insurance Premiums Company coverage of medical insurance premiums varies depending upon the position of the employees.
- Dental Insurance Premiums
- Garnishments, Alimony, and Child Support

Distribution of Checks

Signed payroll checks, (or the support documentation for those who have Direct Deposit), for Office, Operations and Shop employees are delivered to the appropriate supervisors for distribution. Any unclaimed payroll checks are returned to the payroll department until the absent employee claims their check the following week.





Section Fourteen

Proposer's Forms List

Please see the pages that follow.

VERIFICATION OF STATEMENT OF QUALIFICATIONS

DATE: 4/14 , 20	15	T	HE UNDE	RSIGNEL	HEREBY DI	ECLARES AS F	OLLOWS:
This Declaration is given in suincomplete, or deceptively unreshis/her judgment shall be final.							
2. Name of Service: Stre	et Sweepin	ıg					
			DECLARA	NT INFORM	ATION		
3. Name Of declarant:	Gary M. Cliffor	d 			····		
4. I Am duly vested with the aut					. , , ,	·····	
5. My Title, Capacity, Or Relatio	nship to the Propos	ser(s) is: Ex	ecutive	Vice Pre	esident		
				ER INFORM			
6. Proposer's full legal nameA			•••••				
Physical Address (NO P.O. B	OX): 14048	Valley	Blvd, Ind	dustry,C	A 91716	Mobile No.: 626-	
e-mail: GClifford@At		es.com				Fax No.: 626-5	
County WebVen No.: 002	39801	IRS No	.: 95-43	313271		Business License	No.: S0581
7. Proposer's fictitious busines	s name(s) or dba(s) (if any):	Athens	Services	}		
County(s) of Registration:	LA			State: L	Ą	Year(s) became D	BA: 1999
8. The Proposer's form of busin	ness entity is (CHE	CK ONLY C	NE):				
Sole proprietor	Name of Propri	etor:					
X A corporation:	Corporation's pr	incipal place	of business:	Indus	try (Corpo	rate Office)	
	State of incorpo	ration: CA				Year inco	rporated: 1958
Non-profit corporation				President/0	EO:		
with the CA Attorney	General's Registry	of Charitable	Trusts	Secretary:	***************************************		
A general partnershi	p:		Names of pa	artners:			
A limited partnership):		Name of ge	neral partner:			
A joint venture of:			Names of jo	int venturers:			
A limited liability com	npany:		Name of ma	anaging mem	oer:		
9. The only persons or firms inte	rested in this propo	sal as princi	pals are the fol	llowing:			
Name(s) Ron Arakelia		Title Dire	ector		Phone626-336-	-3636	Fax 626-594-4417
Street 14048 Valley,	Blvd	City 3	Industry		State CA		Zip 91716
Name(s) Michael Arake	elian	Title	Director		Phone 626-33	36-3636	Fax 626-594-4417
Street 14048 Valley,	Blvd	City I	ndustry		State CA		Zip 91716
10. Is your firm wholly or majorit If yes, name of parent firm:State of incorporation/registratio	•	bsidiary of a	nother firm? ×	No 🗓 Y	es		
11. Has your firm done business Name(s):					Year of na	res, please list the othe ame change: ame change:	
12. Is your firm involved in any place of the second of th	ompany's name: _			Yes			
13. Proposer acknowledges that may be rejected. The evaluation	n and determination	in this area	shall be at the	Director's sol	judgment and the	Director's judgment sha	all be final.
14. I am making these represent information and belief.	tations and all repre	esentation co	ntained in this	proposal base	ed on intormation th	at they are true and co	rrect to the best of my
I declare under penalty of perjur	y under the laws of	California th	at the above in	formation is tr	ue and correct.		
Signature of Proposer or Author		MA			-9	Date:	4/14/15
	/ M. Clif	ford	Evecu	tive V	ice Dres		
,, Gal)	, 13. OILEL	-	ニムししは	$ \times$ \times	TOO TIED	- 4-11-	

SCHEDULE OF PRICES

STREET SWEEPING SERVICES FOR (LOCATION)

The undersigned Proposer offers to perform the work described in the Request for SOQ 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. 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.

ITEM	DESCRIPTION	UNIT	MONTHLY QUANTITY	UNIT PRICE	ANNUAL PRICE
1.	Sweeping of curbed streets ¹	CURB MILES (CM) ²	XX	\$ X 12	\$
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM)3	XX	x 12	\$
			TOTAL AN	NUAL PROPOSED PRICE	\$

LEGAL NAME OF PROPOSER		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
TITLE OF AUTHORIZED PERSON		
DATE	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE
Proposer's Address:		
PHONE	Facsimilé	E-Mail

Sweeping curbed streets and alleys includes sweeping of curbed and painted medians, the furnishing of water, and the proper disposal of all debris resulting from sweeping operations.

A Curb Mile (CM) shall equal a swept path not less than 10 feet wide for a total length of 5,280 feet.

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.

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.

::::::::e,	, in its sole discretion, whether the bidder or prop	•	•	
	pany Name: Arakelian Enterprises,Inc.	dba Athens Se	ervices	
	pany Address: PO Box 60009			
	Industry		State: ^{CA}	Zip Code: ⁹¹⁷¹⁶
-	bhone Number: 626-336-3636			
	e of Goods or Services): Street Sweeping	m dose not	annly to your	husings shock the
appro Servi	ou believe the Jury Service Progra opriate box in Part I (you must attach ice Program applies to your busines ram. Whether you complete Part I or	n documentations, complete F	on to support y Part II to certify	your claim). If the Jury y compliance with the
Part I:	Jury Service Program Is Not Applicable to M	y Business		
	My business does not meet the definition of aggregate sum of \$50,000 or more in any 12-(this exception is not available if the contract exception will be lost and I must comply with the sum of \$50,000 in any 12-month period.	month period unde /purchase order its	er one or more Cou self will exceed \$50	nty contracts or subcontracts 0,000). I understand that the
	My business is a small business as defined in gross revenues in the preceding twelve mo \$500,000 or less; and, 3) is not an affiliate or s below. I understand that the exemption will employees in my business and my gross annu	nths which, if add ubsidiary of a busir I be lost, and I m	ed to the annual aness dominant in its ust comply with the	amount of this contract, are field of operation, as defined
	"Dominant in its field of operation" means had employees, and annual gross revenues in the the contract awarded, exceed \$500,000.			
	"Affiliate or subsidiary of a business domina 20 percent owned by a business dominant in stockholders, or their equivalent, of a business	n its field of opera	tion, or by partners	
	My business is subject to a Collective Barg provisions of the Program. ATTACH THE AGF		that expressly pro	ovides that it supersedes all
Part II	: Certification of Compliance			
X	My business has and adheres to a written p regular pay for actual jury service for full-time company will have and adhere to such a policy	employees of the b	usiness who are al	
eclare i I corre	under penalty of perjury under the laws of th	ne State of Califor	nia that the inforr	nation stated above is true
nt Name:		Title:		
G	ary M. Clifford	Executi	ve Vice Presid	ent
nature:	1 1/1	Date:		

4/14/15

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: **QOS** Street Sweeping Services (2015-SQPA004)

SERVICE BY PROPOSER Street Sweeping Services PROPOSAL DATE: 4/14/15

surrounding any and all fatalities. 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 information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information 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 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

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

46	5632 46	1640	1292	648	671	1381	6. Number of lost workdays.
0	0	0	0	0	0	0	5. Number of lost workday cases involving permanent transfer to another job or termination of employment.
4	122	33	19	16	11	36	4. Number of lost workday cases.
0	0	0	0	0	0	0	3. Number of fatalities.
199784	i	199784 199784	197180	197180	182654	171057	2. Total dollar amount of Contracts (in thousands of dollars).
57	57	57	56	56	50	44	1. Number of contracts.
Current Year to Date	Total	2013	2012	2011	2010	2009	

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

Gary ≤. Clifford

Name of Proposer or Authorized Agent (print)

Signature

CONFLICT OF INTEREST CERTIFICATION

Gary M. Clifford

sole owner

	L gener	al partner
	$oldsymbol{\square}$ mana	ging member
	Presid	Executive Vice President dent, Secretary, or other proper title)
of	Arakelian En	terprises, Inc., dba Athens Services
		Name of proposer
		in support of a proposal for a contract with the County of Los Angeles for services within the County Code Section 2.180.010, which provides as follows:
	contract with,	ohibited . A. Notwithstanding any other section of this code, the county shall not and shall reject any bid or proposal submitted by, the persons or entities specified the board of supervisors finds that special circumstances exist which justify the ach 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.
cor tha cor car und	ntract do not fall wit t no County employ npeting contract, a pacity by the Contr derstand and agree	formed and believe that personnel who developed and/or participated in the preparation of this thin scope of the Los Angeles County Code, Section 2.180.010, as cited above. Furthermore, we whose position in the County enables him/her to influence the award of this contract, or any and no spouse or economic dependent of such employee is or shall be employed in any factor herein, or has or shall have any direct or indirect financial interest in this contract. It is that any falsification in this Certificate will be grounds for rejection of this Proposal and intract awarded pursuant to this Proposal.

Gary M. Clifford, Executive Vice President

Signed

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

PROPOSER NAME:	Arakelian Enterpri	ses, Inc., dba Athens Services		
PROPOSED CONTRAC	CT FOR: Stre	et Sweeping Services		
previous three years. Pleas	e verify all contact names, tel	for goods and/or services provided by the Proposer during the lephone and fax numbers, and e-mail addresses before listing. addresses will be disregarded. Use additional pages if required.		
	OS ANGELES AGENCIE	S ne previous three years must be listed.		
SERVICE: Sweeping	SERVICE DATES: Present	SERVICE: Sweeping SERVICE DATES:2012-Present		
DEPT/DISTRICT: Rowland	d Hts	DEPT/DISTRICT: Road District 119/519		
CONTACT: Paul T. Loc	cus	CONTACT: Paul T. Locus		
TELEPHONE: 626-33		TELEPHONE: 626-337-1277		
FAX: 626-962-39	982	FAX: 626-962-3982		
E-MAIL: PLocus@dpw.1	acounty.gov	E-MAIL: PLocus@dpw.lacounty.gov		
SERVICE: Sweeping	SERVICE DATES:	SERVICE: SERVICE DATES:		
DEPT/ DISTRICT:		DEPT/DISTRICT:		
CONTACT:		CONTACT:		
TELEPHONE:		TELEPHONE:		
FAX:		FAX:		
E-MAIL:		E-MAIL:		
B. OTHER GOVER		AND PRIVATE COMPANIES		
SERVICE: Sweeping	SERVICE DATES: 2002-pres	SERVICE: Sweeping SERVICE DATES: 1987-prese		
AGENCY/FIRM: City of	Azusa	AGENCY/FIRM: City of Temple City		
ADDRESS: 213 E. Foc	thill, Azusa	ADDRESS: 9701 Las Tunas, TC, 91780		
CONTACT: Victor Pad	·····	CONTACT: Jose Pulido		
TELEPHONE: 626-812-52	00	TELEPHONE: 626-285-2171		
FAX: .	го	FAX: 626-285-8192		
626-334-63 E-MAIL: VPadilla@c	i.azusa.ca.us	E-MAIL: jpulido@templecity.us		
SERVICE: Sweeping	SERVICE DATES: 2011 - pre	esenSERVICE: Sweeping SERVICE DATES:2006-prese		
AOENOV//EIDM:	Agoura Hills	AGENCY/FIRM: City of Covina		
CITY OF	yface Court,91301	ADDRESS: 125 E. Covina, CA 91723		
CONTACT: Robert Cor	tes	CONTACT:		
TELEPHONE: 818 597 7		Michelle Saint TELEPHONE: 626-384-54182		
FAX: 818-597-7352		FAX: 626-384-5479		
	oura-hills.ca.us	E-MAIL: MG = i = t 0 = = = i = = = = = = = = = = = = = = =		

MSaint@covinaca.gov

PROPOSER NAME:	prises, Inc., db	a i	Athens Services			
PROPOSED CONTRAC	CT FOR:	treet Sweeping S	er	vices		
Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required. A. COUNTY OF LOS ANGELES AGENCIES						
SERVICE:	ith the County during SERVICE DATES:	tne	SERVICE:	S III	SERVICE DATES:	
DEPT/ DISTRICT:	DEPT/ DISTRICT:			DEPT/DISTRICT:		
CONTACT:			CONTACT:		***	
TELEPHONE:	· · · · · · · · · · · · · · · · · · ·		TELEPHONE:			
FAX:		1	FAX:			
E-MAIL:			E-MAIL:			
SERVICE:	SERVICE DATES:		SERVICE:		SERVICE DATES:	
DEPT/ DISTRICT:			DEPT/DISTRICT:			
CONTACT:			CONTACT:			
TELEPHONE:			TELEPHONE:			
FAX:			FAX:			
E-MAIL:			E-MAIL:			
B. OTHER GOVER	RNMENTAL AGENCIES	 5 AN	ID PRIVATE COMPA	NIE	ES	
SERVICE: Sweeping	SERVICE DATES: 2009-p	res	e SER VICE: Sweeping	J	SERVICE DATES: 2010-prese	
AGENCY/FIRM: City of Glendora			AGENCY/FIRM: City of Hermosa Beach			
ADDRESS: 116 E. Foothill, Glendora			ADDRESS: 1315 Valley Drive,90254			
CONTACT: Chris Jeffers			CONTACT: Ells Freeman			
TELEPHONE: 626-914-8201			TELEPHONE: (310) 629-1954			
FAX: 626-914-8221			FAX: 310-798-2917			
E-MAIL: cjeffers@ci.glendora.ca.us			E-MAIL:efreeman@hermosabch.org			
SERVICE: Sweeping	SERVICE DATES: 2011-pr	ese	SERVICE: Sweeping	-	SERVICE DATES: 2012-Present	
AGENCY/FIRM: City of	Irwindale		AGENCY/FIRM: City	of :	Santa Ana	
ADDRESS: 5050 Irwindale Ave, Irwindale 917			ADDRESS: 216 E. Berkley, Santa Ana, CA 92701			
CONTACT: Elizabeth Rodriquez			CONTACT: Pedro Guillen			
TELEPHONE: 626- 430-2211			TELEPHONE: 714-647-3303			
FAX: 626-430-2295			FAX: 714-647-3345			
E-MAIL: erodriguez@ci.irwindale.ca.us			E-MAIL: PGuillen@santa-ana.org			

PROPOSED CONTRA	CT FOR:	Street Sweeping Ser	eet Sweeping Services		
previous three years. Plea Incorrect names, telephone	se verify all contact nar and/or fax numbers, or	nes, telephone and fax numbers, a e-mail addresses will be disregarde	rovided by the Proposer during the and e-mail addresses before listing. ed. Use additional pages if required.		
	OS ANGELES AGE vith the County du	NCIES ing the previous three year	s must be listed.		
SERVICE:	SERVICE DATES:	SERVICE:	SERVICE DATES:		
DEPT/ DISTRICT:		DEPT/DISTRICT:	DEPT/DISTRICT:		
CONTACT:		CONTACT:			
TELEPHONE:		TELEPHONE:	10.00000000000000000000000000000000000		
FAX:		FAX:			
E-MAIL:		E-MAIL:	***************************************		
SERVICE:	SERVICE DATES:	SERVICE:	SERVICE DATES:		
DEPT/ DISTRICT:		DEPT/DISTRICT:	DEPT/DISTRICT:		
CONTACT:		CONTACT:	CONTACT:		
TELEPHONE:		TELEPHONE:	TELEPHONE:		
FAX:		FAX:	FAX:		
E-MAIL:		E-MAIL:	E-MAIL:		
B. OTHER GOVE	RNMENTAL AGEN	CIES AND PRIVATE COMPA	ANIES		
SERVICE: Sweeping	SERVICE DATES: 20	10-pres extRVICE : Sweeping	SERVICE DATES: 2012-Presen		
AGENCY/FIRM: City of	Manhattan Bea	ACENICY/ FIDM: G : 1	AGENCY/FIRM: City of Lake Forest		
ADDRESS: 1400 Highl			ADDRESS: 25550 Commercenter, Lake Forest, CA 9263		
CONTACT: Juan Price			CONTACT: Chris Groves		
TELEPHONE: (310) 802	2-5310	TELEPHONE: (949)	TELEPHONE: (949) 461-3571		
FAX: (310) 802-	-5001	FAX: (949) 461-3	FAX: (949) 461-3511		
E-MAIL: jprice@citym	b.info	E-MAIL: cgroves@lak	E-MAIL: cgroves@lakeforestca.gov		
SERVICE: Sweeping	SERVICE DATES: 201	0-pres enERVICE : Sweeping	SERVICE DATES: 2008-pres		
AGENCY/FIRM: City of	Monrovia	AGENCY/ FIRM:	y of Monterey Park		
ADDRESS: 415 S. Ivy		,9101 5 ADDRESS :	ADDRESS:		
	rnov	L CONTACT:	320 W. Newmark Ave, 91754 CONTACT: Rick Harris		
CONTACT: Mike Ca	rr rre A		TELEPHONE: 909-767-0740		
CONTACT: Mike Ca		TELEPHONE: 909-767	7-0740		
MIKE Ca	5-8211	TELEPHONE: 909-767 FAX: 626-280			

PROPOSER NAME:		rises, Inc., dba Ath	nens Services	
PROPOSED CONTRAC	CT FOR:Str	eet Sweeping Servic	ces	
Provide a comprehensive reprevious three years. Pleas	eference list of all contracts for le verify all contact names, tele	goods and/or services provides provides provides and fax numbers, and fax	led by the Proposer during the e-mail addresses before listing. Use additional pages if required.	
	OS ANGELES AGENCIES ith the County during the		wat ha listed	
SERVICE:	SERVICE DATES:	SERVICE:	SERVICE DATES:	
DEPT/ DISTRICT:		DEPT/DISTRICT:		
CONTACT:		CONTACT:		
TELEPHONE:		TELEPHONE:		
FAX:		FAX:		
E-MAIL:		E-MAIL:		
SERVICE:	SERVICE DATES:	SERVICE:	SERVICE DATES:	
DEPT/ DISTRICT:		DEPT/DISTRICT:	The state of the s	
CONTACT:		CONTACT:		
TELEPHONE:		TELEPHONE:		
FAX:		FAX:		
E-MAIL:		E-MAIL:		
B. OTHER GOVER	RNMENTAL AGENCIES A		ES	
SERVICE: Sweeping	SERVICE DATES: 0-Presen	SERVICE: Sweeping	SERVICE DATES: present	
AGENCY/FIRM: City of	Newport Beach	AGENCY/FIRM: City of Placentia		
ADDRESS: 100 Civic	Center Drive,92663	ADDRESS: 401 E. Chapman Ave.,92870		
CONTACT: Jim Auger		CONTACT: Mike McConaha		
TELEPHONE: 949-795-	/045	TELEPHONE: 714-993-8120		
FAX: .949-646-5	204	FAX: 714-528-4640		
F MAIL.	portBeachCA.gov	E-MAIL: MMcConaha@placentia.org		
SERVICE: Sweeping	SERVICE DATES: 2010-Present	SERVICE: Sweeping	SERVICE DATES: 2009-present	
AGENCY/FIRM:	of Rosemead	AGENCY/FIRM: City of Pomona		
ADDDECC	alley Blvd, 91770	ADDRESS: 505 South Garey Ave, 91766		
CONTACT: Sean Sull		CONTACT: Jerry Perez		
TELEPHONE : 626-569-2	189	TELEPHONE:909-322-7607		
FAX: 626 F.CO	2242	FAX: 909-620-3278		

E-MAIL:

Jerry_Perez@ci.pomona.ca.us

E-MAIL: ssullivan@cityofrosemead.org

PROPOSER NAME:	Arakelian Ente	erprises, Inc., dba	Athens Services		
	CT FOR:	Street Sweening Se	rvices		
Provide a comprehensive reprevious three years. Pleas	eference list of all contracts for se verify all contact names, tele	or goods and/or services provi	ided by the Proposer during the e-mail addresses before listing Use additional pages if required.		
	OS ANGELES AGENCIES ith the County during th		must he listed		
SERVICE:	SERVICE DATES:	SERVICE:	SERVICE DATES:		
DEPT/ DISTRICT:		DEPT/DISTRICT:			
CONTACT:	AND TO THE RESERVE OF THE PARTY	CONTACT:			
TELEPHONE:		TELEPHONE:	**************************************		
FAX:		FAX:			
E-MAIL:		E-MAIL:			
SERVICE:	SERVICE DATES:	SERVICE:	SERVICE DATES:		
DEPT/ DISTRICT:		DEPT/DISTRICT:			
CONTACT:		CONTACT:			
TELEPHONE:		TELEPHONE:			
FAX:		FAX:			
E-MAIL:		E-MAIL:			
B. OTHER GOVER	RNMENTAL AGENCIES A	AND PRIVATE COMPAN	IES		
SERVICE: Sweeping	SERVICE DATES: 2009-Present	SERVICE:Sweeping	l 2009-present		
AGENCY/FIRM: City of	AGENCY/FIRM: City of San Fernando		AGENCY/FIRM: City of San Gabriel		
ADDRESS: 117 McNeil S	t, San Fernando ⁹¹³⁴⁰	ADDRESS: 425 S. Mission Dr.,91776			
CONTACT: Chris Marca	arello	CONTACT: Gerard Ba	atista		
TELEPHONE: 818-898-12	22	TELEPHONE: 626-861-4088			
FAX: (818) 361-7631		FAX: 626-308-2816			
E-MAIL: CMarcarello@sf	city.org	E-MAIL: Gbatista@SGCH.ORG			
SERVICE: Sweeping	SERVICE DATES: 2001-Present	SERVICE: Sweeping	SERVICE DATES:		
AGENCY/FIRM: City of	San Marino	AGENCY/FIRM: 2007-present			
ADDRESS: 2200 Hunti:		City of Sierra Madre ADDRESS: 232 W. Sierra Madre, 91024			
CONTACT: Ron Serven		CONTACT: Chris Cimino			
TELEPHONE:		TELEPHONE: 626-253-1025			
626-300-078 FAX: 606-300-078	<u> </u>	FAX: 626-355-5316			

E-MAIL: ccimino@cityofsierramadre.com

E-MAIL: RServen@cityofsanmarino.org

PROPOSER'S REFERENCE LIST

PROPOSER NAME:	Arakelian E	nterprises, Inc., o	dba Athens Services
PROPOSED CONTRAC	CT FOR:	Street Sweeping	Services
previous three years. Pleas Incorrect names, telephone a	se verify all contact names, tele	ephone and fax numbers, and ddresses will be disregarded.	vided by the Proposer during the de-mail addresses before listing. Use additional pages if required.
	ith the County during th	-	must be listed.
SERVICE:	SERVICE DATES:	SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:		DEPT/DISTRICT:	
CONTACT:		CONTACT:	
TELEPHONE:		TELEPHONE:	M*************************************
FAX:		FAX:	
E-MAIL:		E-MAIL:	
SERVICE:	SERVICE DATES:	SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:		DEPT/DISTRICT:	
CONTACT:		CONTACT:	
TELEPHONE:		TELEPHONE:	
FAX:	***************************************	FAX:	
E-MAIL:		E-MAIL:	
B. OTHER GOVER	RNMENTAL AGENCIES A	I LAND PRIVATE COMPAN	IIES
SERVICE: Sweeping	SERVICE DATES: 2010-present	SERVICE: Sweeping	SERVICE DATES: 1990-present
AGENCY/FIRM: City of	South El Monte		of South Pasadena
ADDRESS: 1415 N. Sa:	nta Anita, 91733	ADDRESS: 1414 Miss	ion St, 91030
CONTACT: Joe Martin	ez	CONTACT: Leaonna	DeWitt
TELEPHONE: 626-241-	3974	TELEPHONE: 626-403	-7240
FAX: 626-652-	6802	FAX: 626-403	
E-MAIL: jmartine	z@soelmonte.org	E-MAIL: LDewitt	@SouthPasadenaCA.go
SERVICE: Sweeping	SERVICE DATES: 2013-Pres	entSERVICE:	SERVICE DATES:
AGENCY/FIRM: City o	f Cerritos	AGENCY/ FIRM:	
ADDRESS: P O Box 3130	90703	ADDRESS:	
CONTACT: Mike O'Gr	ady	CONTACT:	
TELEPHONE: 562-916-12	226	TELEPHONE:	
FAX: (562) 91	16-1313	FAX:	
E-MAIL: mogrady@cerri	tos.us	E-MAIL:	

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Propos	Arakelian Enterprises,Inc. dba Athens Services			
Addres	PO Box 60009, Industry, CA 91716			
Interna	95-4313271 I Revenue Service Employer Identification Number			****
that treat sex	ccordance with Los Angeles County Code, Section 4.32.010, the Proposer all persons employed by it, its affiliates, subsidiaries, or holding comparted equally by the firm without regard to or because of race, religion, ancest and in compliance with all anti-discrimination laws of the United States of Aralifornia.	nies a ry, na	are a ationa	nd will be I origin, or
1.	The proposer has a written policy statement prohibiting any discrimination all phases of employment.	in		YES NO
2.	The proposer periodically conducts a self- analysis or utilization analysis its work force.	of	X	YES NO
3.	The proposer has a system for determining if its employment practices a discriminatory against protected groups.	re		YES NO
4.	Where problem areas are identified in employment practices, the propos has a system for taking reasonable corrective action to include establishment of goals and timetables.	1		YES NO
				110
Propos	Arakelian Enterprises,Inc.,dba Athens Services er			
Authori	Gary M. Clifford, Executive Vice President			
Signati		4/14/ 1	15	

LIST OF SUBCONTRACTORS

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

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

required betvioes.			
Name Under Which Subcontractor Is Licensed	License Number	Address	Specific Description of Subcontract Service
			THE STATE OF THE S

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

		esponding to the of the proposal.	Request	for Prop	oosals	s must co	mpl	ete and ret	turn t	his form	for prope	er		
	FIRM NAME:	Arakelian Ent	erprise	s,Inc. dl	ba At	hens Se	rvic	es						
	My County	(WebVen) Vendor	Number	002	3980	1								
l.	LOCAL SM	ALL BUSINESS E	NTERPR	ISE PRE	FERE	NCE PRO	GR	AM:						
		Local SBE certified				nternal Se	rvice	es Departm	ent, I	request	this propos	sal/	bid be	
	Att	ached is a copy of	Local SB	E certific	ation i	ssued by	the (County.						
II.		IZATION INFORMATION INFORMATIO												
	Business Str	ructure: Sole F	Proprietors	nip 🔲 P	artners	hip	X	Corporation		lonprofit	☐ Franchi	se		
	Oth	ner (Please Specify	·):											
	Total Numbe	er of Employees (inclu	ıding owne	rs): 1	1161									
	Race/Ethnic	Composition of Firm	. Please di	stribute the	e above	total numbe	er of i	ndividuals int	o the fo	llowing ca	ategories:			
	Race/Ethn	ic Composition		100000000000000000000000000000000000000		rtners/ artners		Mana	gers			Sta	ıff	
				Male	,	Female		Male	Fe	male	Male		Fema	ale
	Black/Africa	an American									9		4	
	Hispanic/La	atino					2	0	2		890		86	
	Asian or Pa	acific Islander						2		1	10		2	
	American I	ndian												
	Filipino													
	White			8		1		30		5	7	'5	19	
III.	PERCENTAGE	OF OWNERSHIP IN	FIRM: Ple	ase indicat	e by pe	rcentage (%) hov	v <u>ownership</u> o	f the fir	m is distri	buted.			
		Black/African American	Hispanio	c/ Latino	Asi	an or Pacif Islander	C	American I	ndian	Fil	lipino		White	
	Men	%		%			%		%		%		84	%
	Women	%		%			%		%		%		16	%
	currently certifi	ON AS MINORITY, Wated as a minority, wo ttach a copy of your pr	men, disad	dvantaged	or disa	abled vetera	n ov	ned busines						
		Agency Name			Minorit	y Wome	en	Disadvanta	iged	Disable	d Veteran	Ex	piration	Date
		A ANAL MANAGEMENT AND ANAL	····											
	INFORMATION	N: I DECLARE UNDE IS TRUE AND CORF		Y OF PER	JURY			WS OF THE S	STATE	OF CALII		AT T	HE ABO	VE
	Authorized Sig	nature:/	7 Ga	iry M. C	Cliffo	rd Ex		utive Vic	e Pr	esiden	Date: 4/14,	/15		
LOC	AL SBE-FIRM-C	ORGÁNIZATION FORM	LDOC OAA	C Rev. 0	9/20/07	PW Rev. 1	1/27	/07	***************************************	T	-			

GAIN and GROW EMPLOYMENT COMMITMENT

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: <u>GAINGROW@dpss.lacounty.gov</u>.

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

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

A.	Proposer has a proven record of hiring GAIN/GROW participants.
	YES (subject to verification by County) NO
B.	Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.
	YES NO
C.	Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.
	YESNOx N/A (Program not available)
S	Gary M. Clifford Executive Vice President
- 1	Firm Name Arakelian Enterprises,Inc.,dba Athens Services Date 4/14/15

TRANSMITTAL FORM TO REQUEST AN RFSQ SOLICITATION REQUIREMENTS REVIEW

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

Proposer Name:	Date of Request:
Project Title:	Project No.
A Solicitation Requirements Review is being requeste unfairly disadvantaged for the following reason(s): <i>(check)</i>	
☐ Application of Minimum Requirements	
 Application of Evaluation Criteria 	
 Application of Business Requirements 	
 Due to unclear instructions, the process may respect best possible responses 	sult in the County not receiving the
I understand that this request must be received by the Cosolicitation document.	ounty within ten business days of issuance of the
For each area contested, Proposer must explain in detail (Attach additional pages and supporting documentation a	
Request submitted by:	
(Name)	(Title)
For County u	se only
Date Transmittal Received by County: Da	ate Solicitation Released:
Reviewed by:	
Results of Review - Comments:	
Date Response sent to Proposer:	

CHARITABLE CONTRIBUTIONS CERTIFICATION

Arakelian Enterprises,Inc. dba Athens Services Address PO Box 60009, Industry, CA 91716 Internal Revenue Service Employer Identification Number 95-4313271 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 (x) () 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. OR YES NO Proposer or Contractor is registered with the California Registry of () () Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filling with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, Sections 300-301 and Government Code sections 12585-12586 4/14/15 Signature Date Gary M. Clifford, Executive Vice President	Company Name	****	
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Gary M. Clifford, Executive Vice President		4/14/13	
-	-		
Namo and Litle (nleace type or print)	Name and Title (please type or print)		

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME: Arakelian Enterprises,Inc. d	ba Athens S	Services	
COMPANY ADDRESS: PO Box 60009			
CITY: Industry	STATE:	CA	ZIP CODE : 91716
I am <u>not</u> requesting consideration ur Preference Program. hereby certify that I meet all the requiremen		·	.,
My business is a non-profit corpora Code - Section 501(c)(3) and has bee <i>Letter</i>);	•		
I have submitted my three most recent a	nnual tax re	turns with	my application;
I have been in operation for at least supportive services to program participar	•	providing	transitional job and related
I have submitted a profile of our prodesigned to help the program participal other information requested by the contra	nts, numbei	of past p	·
I declare under penalty of perjury un information herein is true and correct.		vs of the	State of California that the
PRINT NAME:			TITLE:
Gary M. Clifford			Executive Vice Preside
SIGNATURE!			DATE: 4/14/15

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: Arakelian Enterprises,Inc. dba Athens Services

☑ Proposer has not h	and any contracts terminated	d in the past three years.					
are those contracts termin terminated, please attach Proposer or not. Any and	nated by an agency or firm be an explanation on a <u>separa</u> I all terminated contracts sl naturally expired need not	pefore the contract's exp te sheet, whether the te nould be accompanied v	pree years. Terminated contracts piration date. If a contract(s) was ermination was at the fault of the with an explanation. It should be y is only seeking information on				
SERVICE:	TERMINATING DATE:	SERVICE:	TERMINATING DATE:				
NAME OF TERMINATING F	IRM	NAME OF TERMINA	TING FIRM				
ADDRESS OF FIRM		ADDRESS OF FIRM					
CONTACT PERSON:		CONTACT PERSON:					
TELEPHONE:		TELEPHONE:					
FAX:		FAX:					
E-MAIL:		E-MAIL:					
SERVICE:	TERMINATING DATE:	SERVICE:	TERMINATING DATE:				
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NAME OF TERMINATING F	IRM	NAME OF TERMINATING FIRM					
ADDRESS OF FIRM		ADDRESS OF FIRM					
CONTACT PERSON:		CONTACT PERSON:					
TELEPHONE:		TELEPHONE:					
FAX:		FAX:					
E-MAIL:		E-MAIL:					

Gary M. Clifford, Executive Vice President

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: Arakelian Enterprises,Inc. dba Athens Services
Proposer and/or principals are not currently involved in any pending litigation; are not aware of any threatened litigation where they would be a party; and have not had any judgments entered against them within the last five years as of the date of proposal submission.
Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of proposal submission.
A. ☐ Pending Litigation ☐ Threatened Litigation ☐ Judgment (check one)
 Against □ Proposer; □ Principal; □ Both (check as appropriate) Name of Litigation/Judgment: Case Number: Court of Jurisdiction: Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):
B. □ Pending Litigation □ Threatened Litigation □ Judgment (check one)
 Against □ Proposer; □ Principal; □ Both (check as appropriate) Name of Litigation/Judgment: Case Number:
 Case Number:
Signature of Proposer: Date: 4/14/15

Gary M. Clifford, Executive Vice President

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

STREET SWEEPING SERVICES (2015-SQPA004)

AR	AKEZIAN ENTERPRISES, INC. Aba ATHERUS SERVICES
Propos	er's Name
1.0	AKEZIAN ENTERPRISES, INC. Iba ATHERS SERVICES er's Name DOX 60009, CITY OF INDUSTRY, CA 91716
Addres	S ,
g	If awarded the contract: Proposer <u>will</u> comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this RFSQ, and Proposer <u>will</u> procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, throughout the entire term of the proposed contract, without interruption or break in coverage.
	If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. Proposer will not comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this RFSQ, and Proposer will not procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, throughout the entire term of the proposed contract, without interruption or break in coverage.
Signa	ature of Proposer:

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

The Pro	oposer certifies that:						
X	It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code, Chapter 2.206; AND						
	To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code, Section 2.206.020.E, on any Los Angeles County property tax obligation; AND						
	The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.						
	-OF	₹-					
	I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program pursuant to Los Angeles County Code, Section 2.206.060, for the following reason:						
	re under penalty of perjury under the laws of a is true and correct.	the State of California that the information stated					
Print N	lame: Gary M. Clifford	Title: Executive Vice President					
Signat	The III	Date: 4/14/15					

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

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

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

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

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

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

X	<u>I AM NOT</u> a DVBE certified by the State of California or a Service Disabled Veteran-Owned Small Business with the Department of Veteran Affairs.
	<u>I AM</u> certified as a DVBE with the State of California or a Service Disabled Veteran-Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

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

Name of Firm: Arakelian Enterprises, Inc. dba Athens Service	sCounty	Webven No. 00239801
Print Authorized Name: Gary M. Clifford	Title:	Executive Vice President
Authorized Signature:	Date:	4/14/15

PROVED DISAPPROV	/ED DATE
	PROVED DISAPPROV

PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFSQ STREET SWEEPING SERVICES (2015-SQPA004)

PROPOSER MUST CHECK A BOX IN EVERY SECTION

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

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

PROPOSER MUST CHECK A BOX IN EVERY SECTION

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

1. The Proposer or its managing employee must have a minimum of three years of experience performing street sweeping services.

Yes. Proposer or its managing employee does meet the experience requirement stated above. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement for scoring of your proposal in this category).

Proposer or Proposer's Managing Employee's Name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number*
Arakelian Enterprises, Inc.	July 1987	Our first street sweeping contract was the	10
DBA Athens Services	to Present	City of Temple City in 1987 and we still have	13

the contract today.

No. Proposer or its managing employee <u>does not</u> meet the experience requirement stated above.

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

Signature Gary M. Clifford	Title Executive Vice President
Firm Name	Date 4/14/15

STATEMENT OF EQUIPMENT FORM FOR STREET SWEEPING SERVICES (2015-SQPA004)

'S NAME: Arakelian Enterprises,Inc. dba Athens Services PO BOX 60009, Industry, CA 91716	PROPOSER'S NAM ADDRESS:
------------------------------------------------------------------------------------------	----------------------------

TELEPHONE:

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT THAT WILL BE DEDICATED AND/OR DESIGNATED PRIMARY **BACKUP TO THIS SERVICE** Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.

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LOS ANGELES COUNTY CODE

Title 2 ADMINISTRATION

Chapter 2.201 Living Wage Program

2.201.010 **Findings**.

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

2.201.20 Definitions.

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

- A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full 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
 - An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.
- D. "Full-time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer, but in no event less than 35 hours worked per week.

E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et. seq. of this code, entitled Contracting with Private Business. (Ord. 2007-0011 §2, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.30 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

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 \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 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. Any adjustments to the living wage rate specified in subsection A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate.

2.201.050 Other provisions.

- A. <u>Full-Time Employees.</u> 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. <u>Administration.</u> The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written instructions on the

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

- D. <u>Compliance Certification.</u> 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 Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.
- E. <u>Contractor Standards.</u> 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 <u>Employer retaliation prohibited.</u>

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 Executive 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.)

2.201.70 Employee retention rights.

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

- A. A "retention employee" is an employee of a predecessor employer:
 - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new 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.)

2.201.80 Enforcement and Remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the Courts of the State of California for damages caused by an employer's violation of this chapter.
- B. The County department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the Chief Executive 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
 - Recommend to the Board of Supervisors that an Employer be barred from award
 of future county contracts for a period of time consistent with the seriousness of
 the employer's violation of this chapter, in accordance with Section 2.202.040 of
 this code.

2.201.090 Exceptions.

- A. <u>Other Laws</u>. 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. <u>Collective Bargaining Agreements</u>. 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. <u>Small Businesses</u>. 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
 - 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 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. (Ordinance No. 99-0055 ' 1, 1999: 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.

COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the RFSQ 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.

Compar	ny Address:						
	19 7 tadi 000.						
City:				State:		Zip Code:	
Telepho	ne Number:		Facsimile Number		Email Add		
					Elliali Add	11655.	
Awardin	g Departmen	t:			1	Contract Term:	
T							
Type of	Service:						
Contract	Dollar Amou	Int:				Contract Number (if any):	
						Serial de Harrison (il driy).	
tnat s	support	s <i>your claim</i> and	SUBMIT SEVEN	DAYS PRIOR 1	ason(s) TO THE	(attach to this form all documentation E DEADLINE FOR SUBMISSION OF	
PROP	OSALS	TO PUBLIC WORKS	S OR FAX TO (626) 4	158-4194 :			
U	 My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) (you must att the IRS Determination Letter). My business is a Small Business (as defined in the Living Wage Ordinance) which is not an affiliate subsidiary of a business dominant in its field of operation AND during the contract period will have 20 or fe full- and part-time employees; AND 						
		Has less than \$1 r contract amount; Ol	million in annual gro R	ss revenues in th	ne prece	eding fiscal year including the proposed	
_		Is a technical or preceding fiscal year	rofessional service t ir including the propo	hat has less that sed contract amo	n \$2.5 r unt.	million in annual gross revenues in the	
	My bus more F	siness has received a Proposition A contract	an aggregate sum of s and/or cafeteria se	less than \$25,00 rvices contracts, i	0 during	the preceding 12 months under one or the proposed contract amount.	

** N/A ****

FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

	My bu	the Collective B	o a bona fide Collective E argaining Agreement ex				
		the Collective I provisions of the	ogram; OR Bargaining Agreement Living Wage Program Seded by my business - C	expressly provides t	hat it super	sedes the follo	wing specific
l decla	are unde	er penalty of perju	ury under the laws of th	e State of California	that the info	_ - rmation herein	is true and
PRIN	T NAME:			TITLE:			
0101	ATUDE		engun -				
SIGN	ATURE:					DATE:	
Thhire	natsoeve <u>Either</u>	er, when recommer	sted below is for inform. County will not consider on the difference of the control of the contr	or evaluate the inform of a contract to the Bo	ation provided ard of Superv	d below by Cont risors.	ractor, in any
		Health Plan Com	pany Name(s):			***********	
		Company Insurar	nce Group Number(s):				
		Health Premium	Amount Paid by Employe	Pr:		···········	
			Amount Paid by Employe Payment Schedule:	· · · · · · · · · · · · · · · · · · ·		······	
		☐ Monthly	-	☐ Bi-Annual			
		☐ Annually	☐ Other (Specify)	:	·		
	Neither for thos	the contractor n	or the employees' colle will be providing services	ective bargaining unit to the County under t	<u>t</u> have a bona he contract.	a fide health care	benefit plan

COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE

Contractor Living Wage Declaration

The contract to be awarded pursuant to this Request for Statement of Qualifications (RFSQ) 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 RFSQ, 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 Program.

	I do not have a bona fide health car County under the contract. I will pay ar	e benefit plan hourly wage o	for those employees who will be providing services to the of not less than \$11.84 per hour per employee.					
X	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 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 Counder the contract and will pay into the plan at least \$2.20 per hour per employee. I will pay an hourly wag not less than \$9.64 per hour per employee.							
	Health Plan(s): 1) Health Net -Salu	d Y Mas HMC	O 2) Health Net Excel Care EOA					
	Company Insurance Group Number:	1) 26755A	2) R1264A					
	Health Benefit(s) Payment Schedule:							
	X Monthly	□ Quarterly	ି Bi-Annual					
	Annually	ି Other:						
(opcony)								
	,	U. Omer.	(Specify)					
	•							
PLEA	ASE PRINT COMPANY NAME: Arakeli							
	ASE PRINT COMPANY NAME: Arakeli	an Enterprise	es,Inc. dba Athens Services					
	ASE PRINT COMPANY NAME: Arakeli	an Enterprise						
I decl	ASE PRINT COMPANY NAME: Arakeli	an Enterprise	es,Inc. dba Athens Services					
I deci	ASE PRINT COMPANY NAME: Arakeling are under penalty of perjury under the law	an Enterprise	es,Inc. dba Athens Services of California that the above information is true and correct:					

P:\ASPUB\CONTRACT\MASTER\LWDECLARATION.DOC Rev. PW 02/13/07

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 RFSQ 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):

	y or raineged Labor Lamin dyron violations (Girock Giro).	
	The Firm HAS NOT been named in a complaint, claim, Law/Payroll Violation which involves an incident occurring v	
	The Firm HAS been named in a complaint, claim, inv Law/Payroll Violation which involves an incident occurring attached to this form the required Labor/Payroll/Debarme allegation.)	within three years of the date of the proposal. (I have
History	y of Determinations of Labor Law/Payroll Violations (Che	eck One):
×	There HAS BEEN NO determination by a public entity with Firm committed a Labor Law/Payroll Violation; OR	hin the three years of the date of the proposal that the
	There HAS BEEN a determination by a public entity with Firm committed a Labor/Payroll Violation. I have attach History form with the pertinent information for each violation name and address of claimant, date of incident, date claim finding.) (The County may deduct points from the propose total evaluation points available with the largest deductions	ned to this form the required Labor/Payroll/Debarment on (including each reporting entity name, case number, opened, and nature and disposition of each violation or r's final evaluation score ranging from 1% to 20% of the
ніѕтог	RY OF DEBARMENT (Check one):	
×	The Firm HAS NOT been debarred by any public entity dur	ing the past ten years; OR
	The Firm HAS been debarred by a public entity within to (including each public entity's name and address, dates attached Labor/Payroll/Debarment History form.	
I decla	re under penalty of perjury under the laws of the State	e of California that the above is true, complete and
correct		Gary M. Clifford, Executive Vice President
Ow	ner's/Agent's Authorized Signature	Print Name and Title
Ar	rakelian Enterprises.Inc. dba Athens Services	4/14/15

Date

Print Name of Firm

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. П 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** Street Address: **Public Entity** Address: City, State, Zip: Case Number: Case Number/Date Claim Opened: Date Claim Opened: Name: Street Address: Name and Address City, State, Zip: of Claimant: Description of Work: (e.g., Janitorial) Description of Allegation and/or Violation: Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties.

	Additional Pages are at				pages.	
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Debarment, etc.)

FORM LW-6

GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

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

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 wagesAssessment 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.

REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: Arakellan Enterpri	ses, Inc., dba Athens Services		
Name of Proposer's Health Plan:	Health Net HMO - Salud y Mas	Date: 3/31/15	

(Please use a separate form for each health plan offered by the proposer to employees who will be working under this contract.)

		nract)	
ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY COPAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	Y N Y N Y N Y N	* * * *	
Proposer's portion of above health premium payment Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	Y N Y N Y N Y N	\$ 254.40 \$ 546.96 \$ 750.50 \$ 750.50	
Any Annual Deductible? Per Person Per Family	Y N Y N	\$	
Any Annual Maximum Employee Out-of-Pocket Expense? Per Person Per Family	Y N Y N	\$ \$	Per person \$1,500.00 Per Family \$4,500.00
Any Lifetime Maximum? Per Person Per Family	Y N Y N	\$	
Ambulance coverage	Ϋ́Ņ	\$	\$50/ transport
Doctor's Office Visits	YN	\$	\$15/ visit
Emergency Care	YN	\$	\$50/ visit
Home Health Care	YN	\$	\$10/ visit
Hospice Care	YN	\$	No charge
Hospital Care	YN	\$	\$250/ stay
Immunizations	YN	\$	No charge
Maternity	Ϋ́N	\$	Prenatal & Postnatal care - No charge Delivery & Inpatient services - \$250/ stay
Mental Health	Y N	\$	\$15/ visit
Mental Health In-Patient Coverage	YN	\$	\$250/ stay

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 COPAYMENTS AND/OR COMMENTS	
Mental Health Out-Patient Coverage	Y	N	\$	\$15/ visit	
Physical Therapy	Ý	N	s	\$15/ visit	
Prescription Drugs	Υ	N	\$	\$5 Generic ,\$15 Brand Name, \$35 Non Formulary	
Routine Eye Examinations	Υ	N	\$	\$15/ visit, covered only up to age 17	
Skilled Nursing Facility	Υ	N	\$	20% Co-insurance	
Surgery	Υ	N	\$	Outpatient - 20% Co-insurance Inpatient - \$250/ stay	
X-Ray and Laboratory	Υ	N	\$	No charge	

Under this health	plan,	a full	time	emplo	vee
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X	Becomes eligible for health insurance coverage after 30 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 3 DAYS.
- B. NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 3 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 6 DAYS.

REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: Arakelian Enterpris	ses, Inc., dba Athens Services	·	
Name of Proposer's Health Plan:	Health Net HMO - ExcelCare EOA	Date: 3/31/15	

(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 COPAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	Y N Y N Y N Y N	\$ \$ \$	
Proposer's portion of above health premium payment Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	Y N Y N Y N Y N	\$ 298.24 \$ 641.21 \$ 879.82 \$ 879.82	
Any Annual Deductible? Per Person Per Family	Y N Y N	\$	\$100/ per person calendar year deductible for Brand name drugs. No other deductibles.
Any Annual Maximum Employee Out-of-Pocket Expense? Per Person Per Family	Y N Y N	\$	Per person \$1,500.00 Per family \$4,500.00
Any Lifetime Maximum? Per Person Per Family	Y N	\$ \$	
Ambulance coverage	Y N	\$	\$100/ transport
Doctor's Office Visits	YN	. \$	\$30/ visit
Emergency Care	Y N	\$	\$100/ visit
Home Health Care	YN	\$	\$30/ visit
Hospice Care	YN	\$	No charge
Hospital Care	YN	\$	20% Co-insurance
Immunizations	YN	s	No charge
Maternity	Y N	\$	Prenatal & Postnatal care - \$30/ visit Delivery & Inpatient services - 20% Co-Insu
Mental Health	Y N.	\$	\$30/ visit
Mental Health In-Patient Coverage	Y N	\$	20% Co-insurance

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 COPAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	Y	N	\$	\$30/ visit
Physical Therapy	Ý	N	\$	\$30/ visit
Prescription Drugs	Υ	N	s	\$10 Generic ,\$25 Brand Name, \$40 Non Formulary: \$100 deductible Brand Na
Routine Eye Examinations	Υ	N	\$	\$30/ visit
Skilled Nursing Facility	Y	N	\$	Days 1-10 - No charge Days 11-100 - \$25/ day
Surgery	γ	N	\$	Outpatient & Inpatient - 20% Co-insurance
X-Ray and Laboratory	Υ	N	s	Diagnostic (x-ray, blood work) - No charge Imaging (CT/PET scans, MRI) - \$100 /test

Under this	health	nlan a	fiell	time	employ	/ee:

X	Becomes eligible for health insurance coverage after 30 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 3 DAYS.
- B. NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS $\underline{\ \ \ }$ 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 6 DAYS.

Form not required *** Per email from Angela Cho -

FORIVI LW-8

STREET SWEEPING SERVICES (2015-SQPA004) STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT:

PROPOSER:

POSITION/TITLE *			HOUR	HOURS PER DAY	 } _*			HOURS	ANNUAL	HOURLY	INNA
(LIST EACH EMPLOYEE SEPARATELY)	SUN	MOM	TUE	WED	표	EZ.	SAT	PER WEEK	HOURS (52 x Hrs per wk)	WAGE RATE**	TOOST
											4
											€
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											8
										A THE RESIDENCE OF THE PERSON	
											49
											49
Comments/Notes:											
									Tota	Total Annual Salaries	8
					(1) Vac.	ations, ?	Sick Lea	(1) Vacations, Sick Leave, Holiday			€
					(2) Hea	Ith Insur	(2) Health Insurance ***				·
					(3) Payı	roll Taxe	ss & Wor	(3) Payroll Taxes & Workers' Compensation	ation		· •
					(4) Well	fare and	(4) Welfare and Pension				→ €
									Total Annual Employee Bonefits (4±2±2±4)	profite (4±0±0±4)	⊖ €
					(5) Equipment Costs) fuemu	Coste			(1.2.3.4)	9
					(6) Serv	rice and	(6) Service and Supply Costs	Costs			A E
					(7) Gene	eral and	Adminis	(7) General and Administrative Costs			9
					(8) Profit	.					9
					01 - (0)						
								T	Total Annual Other Costs (5+6+7+8)	Costs (5+6+7+8)	8

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

The 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 proposal

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Signature

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Living wage rate shall be at least \$11.84 per hour.

^{***} 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.

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

FOR W. LW-9

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS STREET SWEEPING SERVICES (2015-SQPA004)

INSTRUCTIONS

uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of The contractor selected through this RFSQ process will be required to comply with State and Federal labor regulations and record keeping The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer the processes and the steps associated with those processes.

this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach an actual sample copy of Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in timesheet, paycheck, and pay stub.

ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT. IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
1. TRACKING HOURS WORKED	
1.1. How does the Proposer track employee hours actually worked?	
1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work	1.1 Kronos Automated Timekeeping System 1.2 Central site
location or a central site with travel to the worksite?	1.3 Punch in at assigned start time at central site
1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work	
location?	

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED
2. REPORTING TIME How does the Proposer know employees actually reported to work and at what time? For example, signin sheets, computerized check in, call-in system, or some other method?	2. Automated Kronos computorized check in System / Time Cards
 RECORDS OF ACTUAL TIME WORKED What records are created to document the beginning and ending times of employee's actual work shifts? What records are maintained by the Proposer of actual time worked? Are the records maintained daily or at another interval (indicate the interval)? Who creates these records (e.g., employee, supervisor, or office staff)? Who checks the records, and what are they checking for? What happens to these records? Are they used as a source document to create Proposer's payroll? ATTACH ACTUAL COPIES OF THESE RECORDS 	3.1 The KRONOS system allows us to print a variety of reports concerning all employees actual work periods. 3.2 Same as 3.1 3.3 Records are maintained on a daily and weekly basis. 3.4 Records are created by the Operation Management staff and by the payroll department. 3.5 Records are verified weekly by the Accounting Manager, General Manager and the VP of Finance for accuracy and adherence to State and Federal Labor laws. 3.6 Records are stored in weekly periods and kept here at the central location and also at the Iron Mountain Storage facility. 3.7 The KRONOS timekeeping records are used in conjunction with the Infinium AS400 Payroll System to process are weekly payroll. 3.8 Please see next page.
(Please blank out any personal information).	

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Bottom

REG 40.00 OT 7.00

Total: 47. 1

F3=Exit F11=Charge

F6=Add F8=Adjust F12=Cancel F13=Actual

F9=Previous F14=Defaults

F10=Next

F15=Punches F16=Audit

SAMPLE ER COMPUTER Record Record

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.	4. No other records used to create payroll.	5.1, 5.2, & 5.3 Employees sign a weekly certification that they have taken all required meal and rest breaks.
QUESTION	4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY) 4.1. If records of actual time worked are not used to create payroll, what is the source document that is used? 4.2. Who prepares and who checks the source document? 4.3. Does the employee sign it? 4.4. Who approves the source document, and what do they compare it with prior to approving it?	 5. BREAKS 5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)? 5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred? 5.3. If so, who prepares, reviews, and approves such documentation?
	4 4 4 4	(2) (2) (2) (4)

QUESTION

HOW PAYROLL IS PREPARED <u>ن</u>

- Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid. 6.1.
- How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)? 6.2.
- straight time and overtime or are separate If by check, do they receive a single check for payments made? 6.3.
- What information is provided on the check (e.g., deductions for taxes, etc.)? 6.4.
- ANY DEDUCTION CHECK AND PAY CHECK STUB ACCOUNT (COVER UP ATTACH A COPY OF A **EMPLOYEE INFORMATION)** AND BANK SHOWS CATEGORIES **NFORMATION** SLOCK OUT HAT 6.5.

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

- called Infinium and our timekeeping we us the KRONOS system. We use an in-house payroll processing program
- Weekly, Automated checks
- Single checks 6.3
- (Reg, OT, Vac, Holiday etc..) Types of income and all deductions
- Copy attached after last page of form LW-9

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.	7.1 and 7.2 - None of this applies to Athens Services.	8.1 Time data from the confirmed Kronos time reports are automatically uploaded in the Infinium Payroll System. The only manual entries entered are for current or previous week adjustments, i.e., missing hours, vacation pay, and bonus pay. 8.2 N/A 8.3 The calculations are embedded in the software. Infinium notifies the IT Manager of any upcoming changes.
QUESTION	 MANUAL PAYROLL SYSTEM If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid? 	8. AUTOMATED PAYROLL SYSTEM 8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll. 8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid? 8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?

	FORM LW-9
QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
 TRAVEL TIME How is travel time during an employee's shift paid? 	9.1 Travel time is not treated differently than work time
9.2. At what rate is such travel time paid if the employee has multiple wage rates?	
9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:	multiple wage rates
a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate.	9.3.b Athens wage rates exceed the County's living wage rates. No multiple wage rates
b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.	
 OVERTIME How does the Proposer calculate overtime 	10.1 Overtime is calculated by the regular rate multiplied by 1.5 to get the overtime rate. The overtime hours are then
wages? 10.2. What if the employee has multiple wage rates?	te in order to get th
	10.2 We have no multiple wage rates.
Print Name: Gary M. Clifford, Executive Vice President	resident Arakelian Enterprises, Inc. dba Athens Services
Signature:	Date: 4/14/15
)	

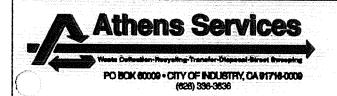
715715 248711 1032A	iSeries Tim TOT 2 2 2 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	Timekeeper: TOTAL HOURS	REPORT	ices					PAC	CLK910P PAGE:
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DRVR AUTO - RT 071	Going	12.50	10.	25 10.	00 10.2	5 11.75	10.25		52.50	52.50
		12.50	707	10.	10.2	11.75	10.25		52.50	52.50
DRVR AUTO - RT 072	isco	9.75	10.0	0 10.	25 7.7	5 10.75	11.00		49.75	49.75
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		9. 7. p.	0.01	10.	25 7.7	10.25	11.50		49.75	49.75
DRVR AUTO - RT 090	isco isco	11.00	10.0	0 11.	9,51	0 10.00	10.50		51.00	51.00
		11.00	10.0	11.	9.5(10.00	10.50		51.00	51.00
DRVR AUTO - RT 091	August C.	12.25	10.0	0 11.	00 9.50	0 11.00	10.75		52.25	52.25
		12.25	10.0	11.0	9.50	0 77.00	10.75		52.25	52.25
DRVR AUTO - RT 092		6.75	0.01	0 11.	00 6.25	5 10.25	9.25		46.75	46.75
		6.75	10.0	11.0	6.25	10.25	9.25		46.75	46.75
DRVR AUTO - RT 100	1890 1	12.50	10.7	5 10.5	0 10.25	10.25	10.75		52,50	52.50
		12.50	01	10.5	10.25	10.25	10.75		52.50	52.50
DRVR AUTO - RT 101	240 F Olimos Grapiel	14.50	N . T	10.2	5 11.00	11.00	10.75		54.50	54.50
		14.50	. H	10.2	11.00	11.00	10.75		54.50	54.50
DRVR AUTO - RT 103	24084 secare Martin G	14.75	11.2	5 10.5	0 6.00	10.25	10.75	6.00	54.75	54.75
		14.75	7.	10.5	00.9	10.25	10.75	6.00	54.75	54.75

C. 08P PAGE: 4 \$.00 \$.00 \$.00 \$.00 \$.00 \$.00 5.00 \$.00 \$.00 \$.00 TOTAL ADJUST 8.00 5.50 8.00 00. 00. 00. 00. 00. 00. 00. 00. 00. 7.00 Division OPS / SHOP 53.50 NON-PAID 52.75 NON-PAID OPS / SHOP 52.25 NON-PAID 54.50 NON-PAID OPS / SHOP 48.75 NON-PAID OPS / SHOP 52.00 NON-PAID OPS / SHOP 53.75 NON-PAID OPS / SHOP 54.75 NON-PAID OPS / SHOP 55.00 NON-PAID 8.00 OVER TIME 45.50 NON-PAID 8.00 OVER TIME 48.75 NON-PAID OVER TIME AP HOURS OPS / SHOP OPS / SHOP OPS / SHOP OPS / SHOP iSeries Timekeeper: Aciens Services PUNCH DETAIL REPORT PAY CODE 14.50 12.75 E: 03 12.25 12.00 13.50 NON-WORKED PAY PERIOD RULE: 03 40.00 OVER TIME PAY PERIOD RULE: 03 --SCHEDULED--PAY PERIOD RULE: 03 PAY PERIOD RULE: 03 OVER TIME 6 PAY PERIOD RULE: 03 STRAIGHT TIME 40.00 OVER TIME 1 PAY PERIOD RULE: 03 3.00 PAID PAY PERIOD RULE: 03 NON-WORKED .00 PAID 46.00 OVER TIME NON-WORKED OVER TIME OF PAID 1 PAY PERIOD RULE: 03 NON-WORKED 8.00 PAID 40.00 VAC - NT PD S2.75 NON-WORKED .00 PAID STRAIGHT TIME 46.00 OVER TIME NON-WORKED .00 PAID 40.00 OVER TIME 8.00 PAID STRAIGHT TIME PAY PERIOD RULE: PAY PERIOD RULE:
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\$.00

ADJUST

40.00



DATE MX/XXX/XXXXXXX

DEPOSITED
DIR DEP - CHECKING

ACCOUNT NUMBER

AMOUNT 690.19

PAY TO THE ORDER OF

** NON-NEGOTIABLE **

THIS CHECK IS VOID WITHOUT A GREY BACKGROUND AND WATERMARK - HOLD TO LIGHT TO VIEW

Athens Services

\$55550000000000000000000000000000000000	RATE .75 22	PAY . 25	PERIOD ENDED	KOXXKXXXXIXIX VOUCHEI	R# 66005
EARNINGS	CURRENT	Y-T-D	DEDUCTIONS	CURRENT	Y-T-D
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Section Fifteen Subcontractor's Form List

As mentioned earlier, Athens Services will not be using any subcontractors.





Section Sixteen

Living Wage Ordinance – Application for Exemption

Athens Services provides employees a generous health plan and competitive wage that exceeds the Living Wage.

Athens Services is not seeking an Application for Exemption.





Section Seventeen

Fuel Cost Adjustment

Athens purchases fuel at market rates.





Section Eighteen

Additional Information

Sweeper Truck and Teletrac Documentation

The pages that follow contain the specifications and detailed information regarding the Tymco 600 and the Teletrac GPS system.



TYMCO Alternative Fuel Powered Sweepers: Environmentally Superior Cleaning

With the ever growing need to address environmental concerns and to meet Federal, State and Municipal air quality requirements, there has been an increasing demand for fleets to add more low emission alternativefuel vehicles (AFVs). TYMCO has manufacturing alternative fuel sweepers since 1984. This experience, coupled with our well known reputation for reliability and productivity make TYMCO Alt Fuel sweepers the smart choice. These low emission vehicles, when combined with our proven Regenerative Air System, offer the highest degree of cleaning power available on the market today; while at the same time maintaining and improving the environment.

TYMCO currently offers two forms of alternative fuel for the Model 600: Dedicated CNG (Compressed Natural Gas) and Dedicated LPG (Liquefied Petroleum Gas) - propane, which allows both the sweeper and the chassis engines operate on alternative fuel.

Street sweepers must be maneuverable in order to get to those hard-to-reach areas. The TYMCO engineered and manufactured alternative fuel powered chassis is designed to provide maximum fuel capacity on the shortest wheelbase



TYMCO Model 600-CNG (Compressed Natural Gas)



TYMCO Model 600-LPG (Propane)

available. TYMCO has accomplished this by designing a CNG fuel storage rack system and LPG tank that require minimal additional wheelbase, resulting in the tightest turning radius possible; all while providing maximum rear view visibility.

Both the CNG and LPG fuel storage areas are designed to be user friendly. Quick access for fueling, system shut-off valves and pressure reading make the operator's job easier and safer. The large capacity CNG fuel storage cylinders are enclosed for protection, and the enclosure roof is angled and sloped to allow for low hanging tree limbs. Both the CNG and LPG fuel storage areas are mounted in such a way as to allow for maximum sweeper operation

Utilizing the very latest advancements in technology, TYMCO alternative-fuel powered sweepers are specifically engineered to provide the highest degree of performance, safety, and simplicity.

FREIGHTLINER M-2 CNG - MODEL 600 (ULTRA LOW EMISSION VEHICLE)



FUNCTION:

The CNG option provides a dedicated system for the Model 600 sweeper which allows the sweeper and chassis to operate on Compressed Natural Gas (CNG). Additionally, the truck chassis is powered with a Cummins 5.9 B CNG Plus 195 Natural Gas Engine.

LOCATION:

The CNG Cylinders are located behind the cab, and the fuel delivery equipment is mounted on or about the engines.

DESCRIPTION:

The Cummins chassis engine utilizes an electronic closed-loop air/fuel control system.

The Sweeper fuel delivery equipment utilizes a multistage regulator and mixer for CNG. The fuel management system is comprised of an electronic closed loop air/fuel control and safety shut off or equivalent.

The CNG Type III Cylinders (four each, 15.9 dia. x 75" long - 1960 SCF³ @ 3600 PSI each, full composite-wrapped 20 year aluminum cylinders) have an approximate total capacity of 59.4 diesel gallon equivalent ⁴.

COMMENTS/ RESTRICTIONS:

- 1. Requires minimum 10,000 lb. (4540kg) front GAWR on the truck.
- 2. Requires the standard 220 gallon (833 liter) water tank capacity.
- Standard Cubic Feet (SCF) capacity is approximate. Factors such as gas density, temperature and rate of fill will affect actual capacity.
- 4. Equivalency based on 5.66 lbs. Natural Gas/U.S. Gasoline Gallon Equivalency and a Natural Gas Density of .0458 lb/SCF.
- 5. CAT pump and/or Hi/Lo Washdown are not available.

FUEL SYSTEM

4 Cylinder Vertical Stack *DGE - 59.4 Installed By Alternative Fuel Technologies, Inc.

SCI, Type III Cylinders - 4 each 15.9 Dia. x 75" long (1960 SCF @ 3600 PSI each) Full composite wrapped, 20 year life, aluminum cylinders. 14.85 DGE per tank.

Total capacity = 59.4 DGE

2 each - Manual 1/4 turn shut-off valves.

(1 comes with the chassis engine and 1 for the auxiliary engine)

1 each - CNG high pressure filter for the auxiliary engine.

1 each - CNG high pressure filter for the chassis engine.

2 each - In cab fuel level gauges on both left and right driver console.

1 each - 5000 PSI liquid filled pressure gauge mounted directly on the cylinder stack.

1 each - Plumbing to manifold cylinders together .375" dia. stainless steel tubing with design pressure of 5550 PSI.

2 each - CNG high pressure hoses to connect chassis engine and auxiliary engine.

1 each - CNG fuel system vertical stack.

* DGE = Diesel Gallon Equivalent

AUXILIARY ENGINE

5.7L Auxiliary Engine (KEM) CNG

Model No.

8 - 857 - CNG - TYMCO

Bore & Stroke

4.0 x 3.48 Inches

No. of Cylinders

0

Displacement

350 Cubic Inches (5.7 Liter)

Oil Capacity w/Filter

6 Quarts

Coolant Capacity

5.0 Gallons

Shipping Weight

1150 LBS.

Maximum HP

130 hp @ 2500 RPM w/Natural Gas @ 1000 BTU/FT³. Data per KEM, Inc. performance

specs.

The sweeper fuel delivery equipment utilizes a multistage regulator for CNG. The fuel management system is comprised of an ECM controlled closed loop air/fuel control with a safety shut off.



FD6 Feature Matrix

Message Display Terminal 960CE-X

A New Standard For In-Cab Communications

The 960CE-X MDT offers added messaging capacity and additional features that help improve dispatch and overall fleet efficiency. Drivers can enter variable alphanumeric data into "fill-in-the-blanks" form messages in addition to free form messages and standard codes.



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FD6 FUNCTIONS TO BE OFFERED IN PHASE ONE	2
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Map View Selections	
	FD6 Feature Matrix

Introduction

Scope

This intent of this document is to provide an overview of the items that will be contained in FD6 phase 1.

Overview

Configure Users

Change Password

Traditionally, Teletrac customers accessed eClient—5.4.3 (E50) and earlier—by loading the software to a computer workstation. With FD6, the next generation of eClient, customers are not limited to using only workstations that have eClient software loaded. FD6 takes a technological leap by leveraging the power and convenience of the web. Teletrac customers can access Fleet Director from any computer with a web connection.

FD6 Feature Matrix

FD6 Functions to be offered in Phase One

Upon start up, FD6 will automatically open up a Map View showing the entire US. It will also open up a Data View.

Fleet Director 6 has a new menu structure to help facilitate the ease of using the product. The following pages contain each of the menu items and the options available. Below is an overview of what the main menu set up will look like. If a selection has a ">" by it, it signifies that that menu option has an associated submenu to it.

Fleet Director	View	Send	Maintain	Window	Help
Map View >	View All Vehicles	Message to Current Selection	Vehicles	Cascade	Help Topics
Workspace >	Locate All	Message to Subfleet	Landmarks	Tile	About
View Map Tabs	Locate Vehicles In Subfleet	Message to Vehicle(s)	Messaging >	Close Ail	
Show Labels	Locate Specific Vehicle(s)	Message to All	Drivers		
View Vehicle Data	Find Address	Send Route			
View Vehicle Status	History Playback				

Page **60** of **70**

Filter WatchList by Subfleet

Reports

Fleet Director Menu

This is the main menu in which the user will setup and start using the application.

Menu Item	Sub Menu, Tab or Option	Description
Map View		
	Open	Opens a Map
	Close	Closes the Map
	Print	Prints the Map displayed in the window
Workspace		Allows the user to set up and save their workspace
	Open	Allows user to select and open a previously saved workspace.
	Close	Close the existing workspace
	Customize	The feature contains for tabs for the user to customize their workspace. The first tab contains the available toolbars. Users can select which tool bar the want to view and how they want it displayed. The command tab allows users to choose which options they want on which toolbar. On the data view tab, the user can configure the number of events to maintain in this window. They can also configure to switch to the Message and the Exception window when a messages or exceptions trigger. Completely clearing the data view is also available on this tab. The last tab gives the user the ability to receive multiple alerts per vehicle on this tab.
	Save	Overwrite the existing open workspace that is currently open with the values that is now showing on the desktop.
	Save As	Gives the user the ability to add a descriptive name to a workspace they have customized.
	Default	This option will open the default workspace.
View Map Tabs		Displays the Map windows in tabular format
Show Labels		Selecting this feature will enable and disable vehicle and landmark labels on the Map View.
View Vehicle Data		Displays the Data View window
View Vehicle Status		Displays the Status View window
Configure Users		Allows users to view what privileges they have. From this option, an administrative user would create additional users.
Change Password		A user would change their login password here.
Exit		Exit the FD6 application

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View Menu

This menu will deals with the visual aspects of FD6.

Menu Item	Sub Menu, Tab or Option	Description
View All Vehicles		Zooms that map so all vehicles that have a valid locate appear in the Map View.
Locate All		Locate all the vehicles.
Locate Vehicles In Subfleet		Locate only selected subfleet.
Locate Specific Vehicle(s)		Locates only specific vehicle(s) the user selects.
Find Address		Find an address.
History Playback		Replay a vehicle(s) history.
Filter Watchlist by Subfleet		Filter the Watchlist to show information only for the selected Subfleet.
Reports		Automatically opens the reports module.

Send Menu

This menu deals with the user sending information to the vehicle.

Menu Item	Sub Menu, Tab or Option	Description
Message to Current Selection		The user can send the same message to specific vehicles that the user has selected.
Message to Subfleet		The user can send the same message to a subfleet.
Message to Vehicle(s)		The user can send a message to specific vehicle(s).
Message to All		The user can send the same message to the entire fleet at one time.
Send Route		The Fleet Director user to send a route to a vehicle based on an address or landmark.
	Find Route by Landmark	Used with Turn-By-Turn unit to send a route to a vehicle by Landmark.
	Find Route by Address	Used with Turn-By-Turn unit to send a route to a vehicle by an address.

Maintain Menu

This menu deals with the setup, editing and deletion of Vehicle options.

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Menu Item	Sub Menu, Tab or Option	Description
Vehicles	eter 1900-1900 - 1900 och på det se på det til en et til på det på det til en et til en et til en et til en et	This window will produce 4 tabs (Vehicles, Vehicle Subfleets, Statuses and Exception Conditions).
	Vehicle Tab	Allows for vehicle creation, deletion and edits. Assignment and un-assignment of vehicles to the Watchlist occur here. Users can also set up a location schedule here. Also available on this tab is the ability to setup individually vehicle mileage information for Service Mileage reporting.
	Vehicle Subfleet Tab	Allows for Vehicle Subfleet creation, deletion and edits. The user has the ability to assign and un-assign the subfleet to their Watchlist . Users can also set up a location schedule here.
	Status Tab	Allows for status creation, deletion and edits. Users can assign, unassigned and schedule statuses.
	Exception Conditions Tab	Allows for creation, deletion and edits. Users can assign un-assign and schedule exception conditions.
Landmarks		Allows users to create, edit and delete point landmarks. The Radius button now displays on the main window.
	Landmark Groups Option	This option is on the main Landmark Properties window. Users can create, delete and edit Landmark Groups. Assigning a Landmark Group is also an option here.
Messaging		This selection houses all options related to messages.
	Messages	FSR level will be able to configure messaging from this tab. Administrative users can only view outbound messages.
	Message Filter	User has the ability to select a Subfleet, specific vehicles or all vehicles to receive incoming messages.
	Auto Response Message	Ability to reply to a message received. Both canned and form fill.
	Auto Move to Subfleets	Automatically move a vehicle to a subfleet based on an inbound message received from the vehicle.
	Custom Message Alert	Ability to configure which users will not receive pop up alerts of particular messages. Both canned and form fill.
	Vehicle Inbound Message Filter	Allows user to select messages they do not want notification of. This is for inbound canned messages only.
Drivers		Allows user to set up driver information for HOS logins and the Driver Login functionality so that Drivers show up associated with vehicles.

Windows Menu

This window controls the basic placement of the Map View window.

Close All	Selecting this will close all of the Map View windows.
Tile	Selecting this will tile the Map View window.
Cascade	Selecting this will cascade the Map View window.
Menu Item Sub Menu, Tab or Option	Description

Help Menu

This menu will access information about the FD6 product.

Menu Item Sub Menu, Tab or Option	Description
Help	Selecting this will pop up the on line help for FD6.
About	Selecting this option will produce the Fleet Director 6 splash screen with the version number, date and copyright information.

Zoom Capabilities

Zoom capabilities have now moved to the map itself.

In the upper left hand corner of the map itself will be a control item that will let the user zoom in and out by clicking on bars. In the upper right hand corner, the user will be able to select Local, City and Region zoom levels.

Data View Selections

The Data View contains nine individual tabs. Each of these tabs report a variety of current and historical information about the vehicle's activities the user is looking for.

each location as it comes into the eClient system.		
	column Name	Descriptions The name created in eClient for the vehicle.

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Tab	Column Name	Descriptions
	Event Time	The actual locate time of the vehicle.
	Address	A physical location includes the street address, city, state, and zip code.
	Cross Street	Is locates address' main cross street.
	MPH	Speed vehicle was traveling at when the location occurred.
	Heading	The direction the vehicle is traveling in.
	Quality	The quality of the locate event.
	Last Locate (Long, Lat)	The latitude and longitude of the last locate.
Vehicle Watchlist - This tab is very similar to the Events tab, but it only lists the vehicles once. The vehicle's information updates as it changes.	Vehicle	The name created in eClient for the Vehicle.
	Status	What status the vehicle is in at the time of the location.
	Event Time	The actual locate time of the vehicle.
	Address	A physical location includes the street address, city, state, and zip code.
	Cross Street	Is locates address' main cross street.
	MPH	Speed vehicle was traveling at when the location occurred.
	Heading	The direction the vehicle is traveling in.
	Quality	The quality of the locate event.
Message - This tab lists every message sent and received by a vehicle. The following columns of information are displayed:	Vehicle	The name created in eClient for the Vehicle.
	Event Time	The actual locate time of the vehicle.
	Message	Actual text of message sent to or received from the vehicle.
	Туре	Type of message sent to or received from the vehicle.

Tab	Column Name	Descriptions
Drivers - This tab lists all	Driver Name	The first and last name of the driver as set up in eClient.
drivers set up in eClient and which vehicle they in.		
	Vehicle	The name created in eClient for the Vehicle.
	Mobile Phone 1	The driver's cell phone number is here.
	Mobile Phone 2	A second or alternative phone number is here for the driver, for the driver
Exception Conditions - This tab lists all Exception Conditions triggered by the vehicle.	Vehicle	The name created in eClient for the vehicle.
	Event Time	The actual locate time of the vehicle.
	Exception Condition	The user created Exception Condition name.
	Condition Information	Exception Condition specifications are shown here.
	Туре	Type of exception condition triggered.
	New Status	The new status the vehicle is in if this option is part of the Exception Condition configuration.
Closest Vehicle - This tab will display all the vehicles assigned to the user's Watchlist sorted by closest distance to an address or landmark.	Vehicle	The name created in eClient for the Vehicle.
	Status	What status the vehicle is in at the time of the location event.
	>Distance (miles)	Shows the number of miles the vehicle is from the point or landmark.
	Address	A physical location includes the street address, city, state, and zip code.
	Cross Street	Is locates address' main cross street.

Tab	Column Name	Descriptions
	Event Time	The actual locate time of the vehicle.
Find Location - This tab will display all the locations when the user performs a Find action. There may be more than one location listed.	Address	This Address field lists just the postal number of the street.
	Street	The Street the address locates on.
	City	The City the address was found in.
	State	The State the address was found in.
	Zip Code	The zip code the address is in.
	Country	The Country the address is in.
Find Landmarks - This tab will display all the landmarks when the user performs a Find action.	Name	The landmarks name.
	Type	The Type of the Landmark
	Address	A physical location includes the street address, city, state, and zip code.
	Phone	
	Account	An account number the user may have entered when the landmark was set up.
	Location (Long,Lat)	The location based on longitude and latitude placement.
Playback - This tab populates with data when the History Playback function is active.	Vehicle	The name created in eClient for the Vehicle.
	Event	The Event is a name of an action that occurs by the workstation or vehicle that populates a location in the database.
	Event Time	The actual locate time of the vehicle.
	Status	The status the vehicle was in at the time of the Event.

Besides using the toolbar menu, users can also activate selected amount of functions by right clicking on the vehicles in each of the tabs in the data view. The **Events, Vehicle Watchlist, Message, Exception Conditions** and **Closest Vehicle** tabs all contain the same options. The following chart describes these options.

Option	Sub Menu, Tab or Option	Description
Locate		Manually locate the vehicle.
Locate Via Satellite		Manually locate the vehicle using satellite backup. (Option currently grayed out. It will be available with the Satellite Backup option.)
Send Message		Send a message to the vehicle.
Resend Message		Resend the previous message to the vehicle.
Change Status		Manually change the status of the vehicle.
HOS Driver Logout		User can log out a driver from the workstation.
Find Closest Vehicle		Find the closest vehicle to this vehicle.
Find Closest Vehicle in a Subfleet		Find the closest vehicle in a specific subfleet to this vehicle.
D is play		
	Display	Have the map view zoom to this vehicles current location.
	Display in New View	Opens up another map window to display this vehicle in.
	Follow	Allow the current map view to adjust when this vehicle moves.
	Follow In New View	Opens up a new map view and adjusts automatically to move when the vehicle moves.
	History Playback	Replay history for this vehicle.
Maintenance		
	Properties	Shows the properties of this vehicle There is also a tab that the user can make additional comments they might want associated with this vehicle.
	Exception Conditions	Displays the Exception Condition window to allow the user to create, edit and delete exception conditions.

912-0114 B0 11/19/07

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Option	Sub Menu, Tab or Option	Description
	Service Mileage	Displays the Service Mileage information window to allow users to view, create, edit or delete the service information.
Send Route		
	By Landmark	Sends a route to a vehicle based on a landmark. Vehicle must be equipped with the Turn-By-Turn unit.
	By Address	Sends a route to a vehicle based on an address. Vehicle must be equipped with the Turn-By-Turn unit.

The Find Locations and Find Landmarks tab also contain similar options. The following chart describes these options.

Option	Sub Menu, Tab or Option	Description	
Display in Current View		Have the Map View zoom to this address or landmark.	
Display in New View		Another map window will open up to display the address or landmark.	
Find Closest Vehicle		Find the closest vehicle to this address or landmark.	
Find Closest Vehicle in Subfleet		Find the closest vehicle in a subfleet to this address or landmark.	
Properties (in the Find Landmarks tab only)		Brings up the properties of the landmarks for the user to view or edit.	

Map View Selections

Like the Data View, there are several options available when right clicking on a Vehicle or Landmark that resides in the Map View.

Vehicle - Map View Selection

Options are available when right clicking on a Vehicle in the Map View. The chart below lists these options.

Option Sub Menu, Tab or Option	Description
Zoom Local	Map will zoom to the Local Area level.

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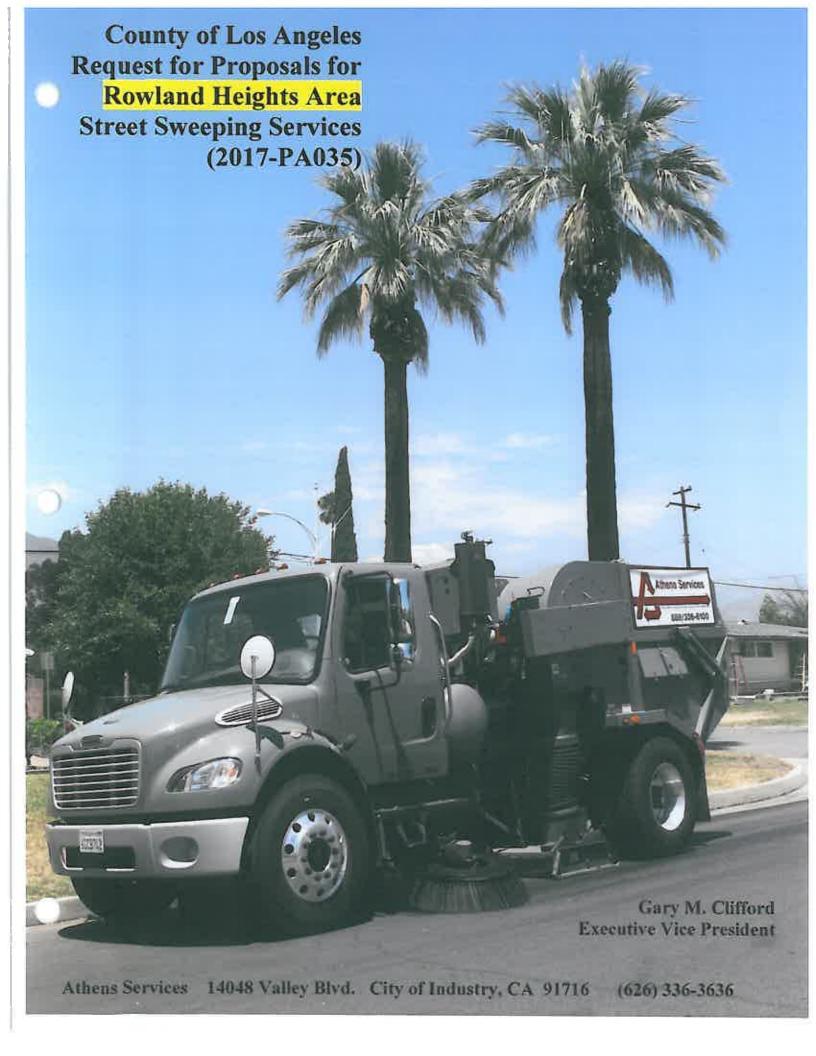
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Option	Sub Menu, Tab or Option	Description
Locate		Manually locate the vehicle
Send Message		Send a message to the vehicle.
Follow New View		Opens up a new map view and adjusts automatically to move when the vehicle moves.
Send Route		
	By Landmark	Sends a route to a vehicle based on a landmark. Vehicle must be equipped with the Turn-By-Turn unit.
	By Address	Sends a route to a vehicle based on an address. Vehicle must be equipped with the Turn-By-Turn unit.
Properties		This window shows the details of the vehicle. Four tabs make up this window. The Identification tab lists the vehicle's name and pertinent data about the vehicle. The communications tab provides information on what type of communication device is used. The appearance on map tab shows which icon depicts this vehicle. The miscellaneous tab provides the user to make additional comments on about the vehicle.

Landmark - Map View SelectionOptions are available when right clicking on a Landmark in the Map View. The chart below lists these options.

Option Sub Menu, Tab or Option	Description	
Properties .	Selecting this option will bring up the Landmark Properties window.	



FOR

ROWLAND HEIGHTS AREA STREET SWEEPING SERVICES (2017-PA035)

ITEM	DESCRIPTION	UNIT	ANNUAL QUANTITY	UNIT PRICE	ANNUAL PRICE
1.	Sweeping of curbed streets ¹	CURB MILES (CM) ²	10,192	\$ 24.00	\$ 244,608.00
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM) ³	104	\$ 88.00	\$ 9,152.00
	TOTAL ANNUAL PROPOSED PRICE				\$ 253,760.00

LEGAL NAME OF PROPOSER	· -	· · · · · · · · · · · · · · · · · · ·
Arakelian Enterprises, Inc., dba Athens Sen	rices	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT	PROPOSAL COM AUTO	
TITLE OF AUTHORIZED PERSON		
Gary M. Clifford, Executive Vice President		
DATE	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE)	LICENSE TYPE (IF APPLICABLE)
3/22/18	N/A	N/A
Proposer's Address: P.O. Box 60009		
Industry, CA 91716		
PHONE 626-336-3636	FACSIMILE 626-369-4 754	clifford@athensservices.com
020-330-3030	323 333 1131	<u></u>

- 1. Sweeping curbed streets and alleys includes sweeping of curbed and painted medians, the furnishing of water, and the proper disposal of all debris resulting from sweeping operations.
- 2. A Curb Mile (CM) is defined as a swept path not less than 10 feet wide for a total length of 5,280 feet.

 Both gutter brooms must be down for this definition to apply.
- 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.

FOR

ROWLAND HEIGHTS AREA STREET SWEEPING SERVICES (2017-PA035)

ITEM	DESCRIPTION	UNIT	ANNUAL UNIT PRICE QUANTITY		ANNUAL PRICE
1.	Sweeping of curbed streets ¹	CURB MILES (CM) ²	10,192	\$ 25.20	\$ 256,838.40
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM) ³	\$ 9,609.60		
	TOTAL ANNUAL PROPOSED PRICE				

LEGAL NAME OF PROPOSER			
Arakelian Enterprises, Inc., dba Athens S	ervices		
SIGNATURE OF PERSON AUTHORIZED TO SUBM	IT PROPOSAL SM III		
TITLE OF AUTHORIZED PERSON			
Gary M. Clifford, Executive Vice Presider	nt		
DATE	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE)	LICENSE TYPE (IF APPLICABLE)	
3/22/18	N/A	N/A	
PROPOSER'S ADDRESS:			
P.O. Box 60009 Industry, CA 91716			
	I French C	E Man	
PHONE 626-336-3636 FACSIMILE 626-369-4754 E-MAIL gclifford@athenss			

- Sweeping curbed streets and alleys includes sweeping of curbed and painted medians, the furnishing of water, and the proper disposal of all debris resulting from sweeping operations.
- 2. A Curb Mile (CM) is defined as a swept path not less than 10 feet wide for a total length of 5,280 feet. Both gutter brooms must be down for this definition to apply.
- 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.

FOR

ROWLAND HEIGHTS AREA STREET SWEEPING SERVICES (2017-PA035)

ITEM	DESCRIPTION	UNIT	ANNUAL QUANTITY	UNIT PRICE	ANNUAL PRICE
1.	Sweeping of curbed streets ¹	CURB MILES (CM) ²	10,192	\$ 26.46	\$ 269,680.32
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM) ³	104	\$ 97.02	\$ 10,090.08
	TOTAL ANNUAL PROPOSED PRICE				\$ 279,770.40

LEGAL NAME OF PROPOSER		
Arakelian Enterprises, Inc., dba Alhens	Services	
SIGNATURE OF PERSON AUTHORIZED TO SUI	BMIT PROPOSAL COM AUTO Y	
TITLE OF AUTHORIZED PERSON		
Gary M. Clifford, Executive Vice Preside	ent	
DATE	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE)	LICENSE TYPE (IF APPLICABLE)
3/22/18	N/A	N/A
PROPOSER'S ADDRESS:		
P.O. Box 60009 Industry, CA 91716		
		I E May
PHONE 626-336-3636	FACSIMILE #26-389-4754	E-Mail. gclifford@athensservices.com

- Sweeping curbed streets and alleys includes sweeping of curbed and painted medians, the furnishing of water, and the proper disposal of all debris resulting from sweeping operations.
- 2. A Curb Mile (CM) is defined as a swept path not less than 10 feet wide for a total length of 5,280 feet.

 Both gutter brooms must be down for this definition to apply.
- 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.

FOR

ROWLAND HEIGHTS AREA STREET SWEEPING SERVICES (2017-PA035)

ITEM	DESCRIPTION	UNIT	ANNUAL QUANTITY	UNIT PRICE	ANNUAL PRICE
1.	Sweeping of curbed streets1	CURB MILES (CM) ²	10,192	\$ 27.78	\$ 283,133.76
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM) ³	104	\$ 101.87	\$ 10,594.48
	TOTAL ANNUAL PROPOSED PRICE				

LEGAL NAME OF PROPOSER		
Arakelian Enterprises, Inc., dba Athens Sen	vices	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT	PROPOSAL CON AUT 4	
TITLE OF AUTHORIZED PERSON		
Gary M. Clifford, Executive Vice President		
DATE	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE)	LICENSE TYPE (IF APPLICABLE)
3/22/18	N/A	N/A
PROPOSER'S ADDRESS:		
P.O. Box 60009 Industry, CA 91716		
PHONE 626-336-3638	FACSIMILE 626-369-4754	E-MAIL sclifford@athensservices.com

- 1. Sweeping curbed streets and alleys includes sweeping of curbed and painted medians, the furnishing of water, and the proper disposal of all debris resulting from sweeping operations.
- 2. A Curb Mile (CM) is defined as a swept path not less than 10 feet wide for a total length of 5,280 feet. Both gutter brooms must be down for this definition to apply.
- 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.

SUMMARY SHEET OF SCHEDULE OF PRICES

FOR

ROWLAND HEIGHTS AREA STREET SWEEPING SERVICES (2017-PA035)

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

NOTE: Bidder must provide pricing for ALL contract terms including the 5th term. Any submitted bid that does not include pricing for all terms maybe rejected at the sole discretion of the County.

It is the responsibility of the Bidder to calculate the Proposal price to take into consideration a possible escalation of wages, materials, and other costs during the Contract period. The Board, County, Public Works, District(s), or Director make no representations regarding future costs or the rate of wages that may become necessary to pay employees of the Contractor for the work performed during the Contract period.

ITEM	TERMS	ANNUAL PRICE
1	ROWLAND HEIGHTS AREA STREET SWEEPING SERVICES (Initial Term)	\$ 253,760.00
2	ROWLAND HEIGHTS AREA STREET SWEEPING SERVICES (Option Year 1)	\$ 266,448.00
3	ROWLAND HEIGHTS AREA STREET SWEEPING SERVICES (Option Year 2)	\$ 279,770.40
4	ROWLAND HEIGHTS AREA STREET SWEEPING SERVICES (Option Year 3)	\$ 293,728.24
	TOTAL PRICE FOR YEARS' 1 THROUGH 4	\$ 1,093,706.64
	AVERAGE TOTAL PRICE FOR YEARS 1 THROUGH 4 (TOTAL PRICE FOR YEARS 1 THROUGH 4 + 4 YEARS)	\$ 273,426.66

LEGAL NAME OF PROPOSER			
Arakelian Enterprises, Inc.,			
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT	PROPOSAL ON U	4	
TITLE OF AUTHORIZED PERSON Gary M. Clifford, Executive \	/ice President		
3/22/18	STATE CONTRACTOR'S LICENSE NUMBER N/A	r (IF applic able)	LICENSE TYPE (IF APPLICABLE) N/A
PROPOSER'S ADDRESS: P.O. Box 60009			
Industry, CA			
91716			
PHONE 626-336-3636	FACSIMILE 626-369-4754	gclifford@	athensservices.com

FORM PW-9.1 (SUPPLEMENTAL)

County of Los Angeles Request for County's Preference Program Consideration and CBE Firm/Organization Information Form

I. <u>INSTRUCTIONS</u>: Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply.*

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

		(====, ,				
☐ Request for Local	Small Business Enterpris	se (LSBE) Program Pr	reference			
☐ Certified by th business locate	☐ Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; or					
☐ Certified as a l principal place	a LSBE with other certifying agencies under DCBA's inclusion policy that has its ace of business located in Los Angeles County and has revenues and employee eet the State's Department of General Services requirements; and					
☐ Certified as a L	SBE by the DCBA.	·	, 4,74			
☐ Request for Social	Enterprise (SE) Program	Preference				
 A business that employment to justice services 	a Fransitional Workforce	at least one year prove or providing social,	iding transitional or permanent environmental and/or human			
☐ Certified as a S	☐ Certified as a SE business by the DCBA.					
☐ Request for Disabl	e <mark>d Veterans Busines</mark> s En	terprise (DVBE) Prog	ram Preference			
	☐ Certified by the State of California, or					
☐ Certified by U.S	. Department of Veterans A	Affairs as a DVBE; or				
criteria set torti	Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration: and					
☐ Certified as a D	√BE by the DCBA.		-			
SCORING PREFERENCE FIFTEEN PERCENT (15	ANY OF THE ABOVE E BE COMBINED WITH %) IN RESPONSE TO ANY	LISTED PREFERENCE ANY OTHER COUNTY COUNTY SOLICITAT	ERENCES WILL APPLY. IN CE PROGRAMS PRICE OR TY PROGRAM TO EXCEED TON.			
OF CALIFORNIA THAT	ARE UNDER PENALTY (THE ABOVE INFORMATION	OF PERJURY UNDER ON IS TRUE AND ACC	THE LAWS OF THE STATE			
☐ DCBA certifies	tion is attached					
Name of Firm Arakelia	n Enterprises, Inc.,	County Webven No.	00239801			
Print Name: Gay V. Cl			e Vice President			
Signature: PMU	7	Date: 12/13/17				
Reviewer's Signature	Approved	Disapproved	Date			
			- Juliu			

FORM PW-9.1 (SUPPLEMENTAL)

All prop	osers responding	to the F	Request consi	for Prop deration	osals n	nust	complete	and i	eturn ti	nis form fo	or proper	,
FIRM NAME	: Arakelian 1	Enterpr						es				
My County	y (WebVen) Vendo	r Numbe	or: 00:	239801								
FIRM/ORGAN award, contra disability.	NIZATION INFORMAT ctor/vendor will be sele	ION: The in	nformation ut regard I	requested to race/ethr	l below is nicity, colo	for st or, rel	atistical purpo igion, sex, na	ses or ional c	ıly. On fin origin, age	al analysis a , sexual orie	nd considera	ition of
Business S	tructure: Sole	Proprietors	ship 🗖	Partnershi	р	×	Corporation		Nonprofit	☐ Franch	nise	
1 01	her (Please Specify):		-							1		
Total Numb	er of Employees (inc	luding own	ers): 1	228								
Race/Ethnic	Composition of Firm	ı. Please	distribute t	he above to	otal numb	er of	individuals int	o the f	ollowing c	ategories:		
	nic Composition		Owr	ners/Part	ners/		Mana			- 8	Staff	
			Ma	le F	emale		Male	Fe	male	Male	Ferr	nale
Black/Afric	an American									17	5	
Hispanic/L	atino		<u> </u>				16		7	937	91	
Asian or P	acific Islander		<u> </u>			4	1_	1		7	1	
American	Indian)	0)	0	0	
Filípino						()	C)	2	2	
White			5	1		2	29	4		79	19	
PERCENTAG	E OF OWNERSHIP IN	FIRM: Ple	ease indica	ale by perc	entage (%	i) hov	w <u>ownership</u> o	f the fi	rm Is distri	buled.		
	Black/African American		lc/ Latino	Asiar	or Pacif		American I			lipino	White)
Men	%		%			%		%		%	83.33	%
Women	%		%			%		%		%	16.66	%
currently cerui	ON AS MINORITY, William as a minority, wo litach a copy of your pr	men, aisad	avantaded	or disable	ed velera:	ากพา	ned husiness	BUS enter	NESS EN prise by a	ITERPRISE: public age	S: If your incy, comple	firm is te the
	Agency Name			Minority	Wom	en	Disadvanta	ged	Disable	d Veteran	Expiration	Date
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niis biobosai	ner acknowledges that are made, the propos his/her Judgment sha	iai may be	rejected,	ading, inc The evalu	omplete, uation an	or de d det	eceptively un termination i	respo n this	nsive sta area shal	tements in o	connection in the connection is so	with le
DECLARATION INFORMATION	N: DECLARE UNDE	R PENALI	TY OF PE	RJURY UN	IDER THE	LAV	VS OF THE S	TATE	OF CALIF	FORNIA THA	AT THE ABO	OVE
Authorized Sign	pature:	9		À	Titte		tive Vi	ce P	resid	Date:	/13/17	

LOCAL SBE-FIRM-ORGANIZATION FORM.DOC Rev. 10/18/16 PW Rev. 10/18/16

Gary M. Clifford

ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION

Company Name:	Arakelian Enterpri	ses, Inc., DBA Athens Services	3
Company Address	PO Box 60009		
City:	Industry	State: CA	Zip Code: 91716
Telephone Numbe	r: 626-336-3636	Email Address: GClifford@At	hensServices.com
Solicitation/Contra	ct for2017-PA035		Services

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Exhibit B, Section 1.00, Compliance with County's Zero Tolerance Human Trafficking Policy, of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title
Gary M. Clifford	Executive Vice President
a: A	
Signature:	Date: 12/13/17

BIDDER'S COMPLIANCE WITH THE IFB: MINIMUM REQUIREMENT ROWLAND HEIGHTS AREA STREET SWEEPING SERVICES (2017-PA035)

BIDDER MUST CHECK A BOX IN EVERY SECTION

Important Note: The information on this form is subject to verification.

At the time of bid submission, Bidder must meet the following minimum requirement:

- 1. The Bidder or its managing employee must have a minimum of 3 years of experience providing street sweeping services.
 - Yes. Bidder or its managing employee does meet the experience requirement stated above.

	Stated above.							
IV	Bidder or Bidder's lanaging Employee's Name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experiences					
	Athens Services	Since 1987	Street sweeping of streets and parking lots in 28 municipalities, beginning with Temple City in 1987. See next page for extensive list.					

No. Bidder or its managing employee <u>does not</u> meet the experience requirement stated above.
stated above.

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

Signature	Title	
Gary M. Clifford (M)	Executive Vice President	
Firm Name	Date	
Arakelian Enterprises, Inc., dba Athens Se		12/13/17



Post Office Box 60009 Industry, CA 91716



Street and Parking Lot Sweeping, Pressure Washing, & Porter Services



- Full Service Sweeping
- Pressure Washing, Porter Service
- Lowest Rates
- Seven Day Service Available
- State-of-the-Art Sweepers
- Fully Committed to Safety



Service areas include most of Southern California

Apartment Buildings
Commercial Businesses

Large or Small Projects
Homeowner Associations

Official Street Sweeping Contractor for:



(626) 934-4664

Visit us at www.AthensServices.com

FORM PW-20.1 (Supplemental)

STATEMENT OF EQUIPMENT FORM ROWLAND HEIGHTS AREA STREET SWEEPING SERVICES (2017-PA035)

BIDDER'S NAME:	Arakelian Enterprises, Inc., DBA Athens Services	
ADDRESS:	PO Box 60009, Industry, CA 91716	
TELEPHONE:	(626) 336-3636	

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

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

TYPE OF	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	CONDITION OF EQUIPMENT	OPERATIONAL/ NON- OPERATIONAL	LOCATION	DESIGNATION Check one	
EQUIPMENT				, GERTAL NOWIDER				DEDICATED	PRIMARY BACKUP
Street Sweeper	Freightliner	TYMC0600	2007	1FVAB6BV17DX20151	Good	Operational	Irwindale Yard	×	
Street Sweeper	Freightliner	TYMC0600	2010	1FVACXDTXADAU3268	Good	Operational	Irwindale Yard		х
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Living Wage Rate Annual Adjustments

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

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

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

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

Instructions to complete PW-2s, Schedule of Prices and LW-8s, Cost Methodology

The Contract's terms and the anniversary of the Living Wage rate increases are not the same dates. For example, the Contract may start from October 1, 2017, and will end September 30, 2018, which covers two different rates of Living Wage.

This means in the same Contract term, for example, the first option term, contractor must adhere to two different rates of Living Wage.

Each Contract term has its own Form PW-2 and Form LW-8.

Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE <u>HIGHER</u> OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS <u>OR</u> YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.

For example, contractor's term cover from October 1, 2017 to December 31, 2017, the Living Wage rate is \$14.25 and from January 1, 2018 to August 31, 2018, the Living Wage rate is \$15.00, therefore; the Contractor's LW-8 for this period must be \$15.00 or higher or Contractor's LW-8 clearly shows the two rates during those periods.

Each Contract term proposed prices indicated in Form PW-2, Schedule of Prices, must be equal to each Form LW-8.

COUNTY OF LOS ANGELES

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

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

110 10110	wing statements on behalf of his of flet Fiffit.
The Age	ent is required to check each of the following two boxes:
LIVING	WAGE ORDINANCE:
X	The Agent has read the County's Living Wage Ordinance (Los Angeles County Code, Section 2.201.010 through 2.201.100) and understands that the Firm is subject to its terms.
CONTR	ACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:
X	The Agent has read the County's Determinations of Contractor Nonresponsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understands that the Firm is subject to its terms.
LABOR	LAW/PAYROLL VIOLATIONS:
working	r Law/Payroll Violation" includes violations of any federal, state or local statute, regulation, or ordinance pertaining to wages, hours or conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawfunent discrimination.
His	tory of Alleged Labor Law/Payroll Violations (Check One):
x	The Firm HAS NOT been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal; OR
	The Firm HAS been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of this proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)
His	tory of Determinations of Labor Law /Payroll Violations (Check One):
Х	There HAS BEEN NO determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; OR
	There HAS BEEN a determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)
HISTOR	Y OF DEBARMENT (Check one):
х	The Firm HAS NOT been debarred by any public entity during the past ten (10) years; OR
declare	The Firm HAS been debarred by a public entity within the past ten (10) years. Provide the pertinent information (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding) on the attached Labor/Payroll/Debarment History form. under penalty of perjury under the laws of the State of California that the above is true, complete and correct.
Owner's/	Agent's Authorized Signature Print Name and Title Gary M. Clifford, Executive Vice President
Print Nar Arak	me of Firm Date celian Enterprises, Inc., DBA Athens Services 12/13/17

PROPOSER'S EMPLOYEE BENEFITS

Proposer:Atnens Services				
Name of Proposer's Health Plan: ExcelCare Elec	ot Open Access HMO	Da	te: <u>11/</u>	/10/17
Medical Insurance/Health Plan: Large Truck Driver Employee Pays \$ 0.00 * 50% Dependent Cost for All other O	Total Mo. Premium \$	\$362.29 EE Or \$869.53 EE+S \$634.05 EE+C \$1,105.02 EE+Fa	pouse or Pa hild(ren)	urtner
	Family \$ 0.00	\$0.00 E \$253.62 E		
Coverage (√) x Hospital Care (In Patientx X-Ray and Laboratoryx Surgeryx Office Visitsx_ Pharmacyx_ Maternityx_ Mental Health/Chemical Depx Mental Health/Chemical Dep	endency, In Patient	\$371.37 E	E+Family	
Dental Insurance: imployer Pays \$ 0.00 Employee Pays \$ 100%	Total Mo. Premium \$	\$28.57 \$ \$30.20 \$	50.67 94.55	EE Only EE+Spouse or Partne EE+Child(ren) EE+Family
Life Insurance:				
Employer Pays \$_100% Employee Pays \$_0.00	Total Mo. Premium \$	1.73		
Vacation:	V	acation schedule	- Hirad prior	to 9/01/16
Number of Days According and to schedule Any increase after years of employment, nu	0 3 7	- 2.99 years - 6.99 years - 15.99 years	40 hours 80 hours	10 3/01/10
Sick Leave:	Va	acation schedule - - 2.99 years		/16 and after
Number of Days and	3-	- 6.99 years	80 hours 120 hours	
Any increase after N/A years of employment, nu	nber of days or hours _			
Holidays:				
Number of Days6 per year				
Retirement:				
imployer Pays \$Up to 3% Employee Pays \$Volunta of annual Wages 1% up to	Ty Total Premium \$ 0.00 to 100% of weekly wages	0		

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT:

Name of Bidder

ROWLAND HEIGHTS AREA STREET SWEEPING SERVICES (2017-PA035)

POSITION/TITLE *			HOU	RS PER	DAY			HOURS	APPROXIMATE	HOURLY		
(LIST EACH EMPLOYEE SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	HOURS (52 x Hrs per wk)	WAGE RATE**	COST	
Sweeper Driver (regular time)	_	8,00	8.00	8.00	8.00	8.00		40,00	2,080.00	19.50	\$ 40,560.00	
Sweeper Driver (over time)	_	3,00	3,00	3.00	3.00	3,00		15.00	780,00	29,25	\$ 22,815.00	
		-									\$	
	_							_			\$	
	_										\$	
	+										\$	
	_					$\overline{}$					\$	
	_										\$	
											\$	
		-	_	-	_						\$	
Comments/Notes:										Total Salaries	\$ 63.375.00	
					(1) Vacations, Sick Leave, Holiday						\$ 2,556.00	
"NOTE: HOURLY RATE LISTED MUST	BE THE HIS	SHER O	F THE 1	WO	(2) Hea				\$ 11,387.00			
LIVING WAGE RATE IF CONTRACT TERM	T YEARS	Inkoud	IN WICE	IIPLE				rkers' Compens	\$ 7,204.00			
EVIIIO WAGE ICA	<u> </u>				(4) Welfare and Pension						\$ 2.092.00	
		_			-		_		\$ 23,239,00			
	_				(5) Equ	ioment	Costs	_	\$ 73,665.00			
						•	Supply	Costs	\$ 53,290.00			
								istrative Costs			\$ 19,890.00	
		_			(8) Pro						\$ 20,301.00	
					(3, 1, 12		_		Total Ot	her Costs (5+6+7+8)		
							_			TOTAL PRICE	\$ 253,760.00	

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

Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification, estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2.1 through PW-2.5, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2.1 through PW-2.5, Schedule of Prices, and this cost methodology, Form LW-8.1 through LW-8.4, the correctly calculated price indicated in Form PW-2.1 through PW-2.5, Schedule of Prices, shall prevail.

The above information was complied from records that are availa	ble to me at this time and I declare under penalty	of perjury that the Information is true and accurate within
the requirements of the Bld.	B. Alu	
Arakelian Enterprises, Inc., dba Athens Services	and y	3/22/18

1 of 4

Date

Gary M. Clifford

Signature

^{**} Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in complaince may subject your proposal to rejection.

(6/1/19 - 5/31/20)

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT:

ROWLAND HEIGHTS AREA STREET SWEEPING SERVICES (2017-PA035)

POSITION/TITLE *				RS PER				HOURS	APPROXIMATE	HOURLY	COST
(LIST EACH EMPLOYEE SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	HOURS (52 x Hrs per wk)	WAGE RATE**	
Sweeper Driver (regular time)		8.00	8.00	8.00	8,00	8,00		40.00	2,080.00	20.48	\$ 42,588.00
Sweeper Driver (over time)	_	3.00	3.00	3.00	3.00	3,00		15.00	780.00	30.71	\$ 23,955.75
		0.00	0.00								\$
		_									\$
											\$
			_								\$
	_	-	-		_						\$
	_	_		_							\$
	_	_	_	+							\$
		-	-	+			_				\$
										Total Salaries	\$ 66,543,75
Comments/Notes:			_		(1) Vacations, Sick Leave, Holiday						\$ 2,6,83.80
**NOTE: HOURLY RATE LISTED MUST	BE THE HI	GHER O	F THE	rwo		alth Insu		,	\$ 11,956.35		
LIVING WAGE RATE IF CONTRACT TER	VIS SPANS	THROUG	SH MUL	.IIPLE				rkers' Compans	\$ 7,564.20		
LIVING WAGE RAT	E TEARS.				(3) Payroll Taxes & Workers' Compensation (4) Welfare and Pension						\$ 2,196,60
					(4) 110	naio an			\$ 24,400.95		
		_	_		(5) Equ	inmeni	Cosis		\$ 77,348.25		
			_		-		d Supply	Costs			\$ 55,954.50
						_		istrative Costs			\$ 20,884.50
					(8) Pro		- Admini	0.0.0.0.00			\$ 21,316.05
								<u>_</u>			
										her Costs (5+6+7+8)	710,000,00
				_	╁─╴						17.0,000.00

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

Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2.1 through PW-2.5, Schedule of Prices, and this cost methodology, Form LW-8.1 through LW-8.4, the correctly calculated price indicated in Form PW-2.1 through PW-2.5, Schedule of Prices, shall prevail.

The 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 Bld.

Arakelian Enterprises, Inc., dba Athens Services	And All	4	3/22/18
Name of Bidder	Signature	1 of 4	Date
	Gary M. Clifford		

^{**} Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in complaince may subject your proposal to rejection.

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT:

ROWLAND HEIGHTS AREA STREET SWEEPING SERVICES (2017-PA035)

POSITION/TITLE *			HOURS PER DAY HOURS APPROXIMATE HOURLY									0007
(LIST EACH EMPLOYEE SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	HOURS (52 x Hrs per wk)	WAGE RATE**		COST
Sweeper Driver (regular time)		8.00	8,00	8.00	8.00	8.00		40.00	2,080,00	21.50	\$	44,717.40
Sweeper Driver (over time)		3,00	3.00	3.00	3.00	3.00		15,00	780.00	32,25	\$	25,153.54
											\$	
											\$	
											S	
						_					\$	
											\$	
											_	
											\$	
											\$	
Comments/Notes:				_						Total Salaries	\$	69,870,94
					(1) Vacations, Sick Leave, Holiday						\$	2,817.99
"NOTE: HOURLY RATE LISTED MUST	BE THE <u>HI</u>	GHER O	FTHE I	TIDIE								12,554.17
LIVING WAGE RATE IF CONTRACT TERI LIVING WAGE RAT	TE YEARS.	Inkou	ori moc		(3) Payroll Taxes & Workers' Compensation						\$_	7,942.41
ENTRO WASE ICA	12 12 1101				(4) Welfare and Pension						\$	2.306,43
									Benefits (1+2+3+4)	\$	25,621.00	
										81,215.66		
					(5) Eau	iioment	Costs				\$	
	_	_			(5) Equ (6) Ser			Costs			\$	58,752.23
					(6) Ser	vice an	Supply					58,752.23
					(6) Ser (7) Ger	vice an neral an	Supply	Costs istrative Costs			\$	
					(6) Ser	vice an neral an	Supply		Total Otl	ner Coste (5+6+7+8)	\$ \$	58,752.23 21,928.73

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

Note: This cost methodology is to show, in detail, how the Bidder 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 ennually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2.1 through PW-2.5, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2.1 through PW-2.5, Schedule of Prices, and this cost methodology, Form LW-8.1 through LW-8.4, the correctly calculated price indicated in Form PW-2.1 through PW-2.5, Schedule of Prices, shall prevail.

The above information was complied from records that are	available to me at this tlme and I declare under p	penalty of perjury that the information is true and accurate within
the requirements of the Bid.	a Alu ~	
Arakelian Enterprises Inc. dba Athens Services	Con lly y	3/22/18

Gary M. Clifford

Name of Bidder Signature

1 of 4

Date

^{**} Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in complaince may subject your proposal to rejection.

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT:

ROWLAND HEIGHTS AREA STREET SWEEPING SERVICES (2017-PA035)

POSITION/TITLE *			HOU	RS PER	DAY			HOURS	APPROXIMATE	HOURLY		
LIST EACH EMPLOYEE SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	HOURS (52 x Hrs per wk)	WAGE RATE**		COST
Sweeper Driver (regular time)		8.00	8.00	8.00	8.00	8.00		40.00	2,080.00	22.57	\$	46,953.27
Sweeper Driver (over lime)		3,00	3.00	3.00	3.00	3.00		15,00	780.00	33 86	\$	26,411.21
											\$	
				_							\$	
					_		-				\$	
			_	_	-	_	_				\$	
			_				_				\$	
											\$	
		-				_	\vdash				\$	
, /hl - h							_			Total Salaries	\$	73.364.48
Comments/Notes:					(1) Vacations, Sick Leave, Holiday							
**NOTE: HOURLY RATE LISTED MUST BE THE HIGHER OF THE TWO					(1) Vac	ations.	Sick Lea	ve, Holiday			\$	2,958.89
**NOTE: HOURLY RATE LISTED MUST	BE THE HIC	SHER O	F THE T	TIPLE				ve, Holiday				2,958.89 13,181.88
LIVING WAGE RATE IF CONTRACT TER	MS SPANS	SHER OF	F THE 1 SH MUL	TWO TIPLE	(2) Hea	ith Inst	irance		ation		\$	
**NOTE: HOURLY RATE LISTED MUST LIVING WAGE RATE IF CONTRACT TER LIVING WAGE RA	MS SPANS	SHER OF	F THE 1	TWO TIPLE	(2) Hea (3) Pay	aith Insu roll Tax	irance	rkers' Compens			\$ \$ \$	13,181.88 8,339.53 2,421.75
LIVING WAGE RATE IF CONTRACT TER	MS SPANS	SHER OF	F THE 1	TWO TIPLE	(2) Hea (3) Pay	aith Insu roll Tax	rance tes & Wo	rkers' Compens		Benefits (1+2+3+4)	\$ \$ \$	13,181.88 8,339.53
LIVING WAGE RATE IF CONTRACT TER	MS SPANS	SHER OF	F THE 1	TWO TIPLE	(2) Hea (3) Pay (4) We	aith Inst roll Tax Ifare an	rance tes & Wo d Pensio	rkers' Compens			\$ \$ \$	13,181.88 8,339.53 2,421.75
LIVING WAGE RATE IF CONTRACT TER	MS SPANS	SHER OF	F THE 1	TWO	(2) Hea (3) Pay (4) We (5) Equ	aith Insu roll Tax Ifare an	rance tes & Wo d Pensio Cosls	rkers' Compens n			\$ \$ \$	13,181.88 8,339.53 2,421.75 26,902.05
LIVING WAGE RATE IF CONTRACT TER	MS SPANS	THROUG	F THE 1	TWO	(2) Hea (3) Pay (4) We (5) Equ (6) Ser	roll Tax Ifare an ipment	rance tes & Wo d Pensio Costs d Supply	rkers' Compens n Costs			\$ \$ \$ \$ \$	13,181.88 8,339.53 2,421.75 26,902.05 85,245.77
LIVING WAGE RATE IF CONTRACT TER	MS SPANS	THROUG	F THE 1	TWO	(2) Hes (3) Pay (4) We (5) Equ (6) Ser (7) Ge	aith Insurroll Tax Ifare an uipment vice an	rance tes & Wo d Pensio Costs d Supply	rkers' Compens n			\$ \$ \$ \$ \$	13,181.88 8,339.53 2,421.75 26,902.05 85,245.77 61,689.84
LIVING WAGE RATE IF CONTRACT TER	MS SPANS	SHER O	F THE 1	TWO TIPLE	(2) Hea (3) Pay (4) We (5) Equ (6) Ser	aith Insurroll Tax Ifare an uipment vice an	rance tes & Wo d Pensio Costs d Supply	rkers' Compens n Costs	Total Employee		\$ \$ \$ \$ \$	13,181.88 8,339.53 2.421.75 26,902.05 85,245.77 61,689.84 23,025.16

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

Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2.1 through PW-2.5, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2.1 through PW-2.5, Schedule of Prices, and this cost methodology, Form LW-8.1 through LW-8.4, the correctly calculated price indicated in Form PW-2.1 through PW-2.5, Schedule of Prices, shall prevail.

The 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 Bid.

Arakelian Enterprises, Inc., dba Athens Services	Con Ill		3/22/18
Name of Bidder	Signature	1 of 4	Date
	Gary M. Clifford		

^{**} Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in complaince may subject your proposal to rejection.

Agreement





BY AND BETWEEN

THE COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC WORKS

AND

ARAKELIAN ENTERPRISES, INC. dba ATHENS SERVICES

FOR

RD 119/519 STREET SWEEPING SERVICES

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P:\aepub\Service Contracts\CONTRACT\Jessica\Street Sweeping\2017\IFB_RD 119_519\AWARD\Board Letter\Finalized Contract\01 TOC-AGREEMENT-PROP A (with Addendum).docx

AGREEMENT FOR RD 119/519 STREET SWEEPING SERVICES

THIS AGREEMENT, made and entered into this 29th day of May 2018, 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 ARAKELIAN ENTERPRISES, INC., dba ATHENS SERVICES, a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

<u>FIRST</u>: 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 April 15, 2015, and Bid Submission filed with the COUNTY on December 13, 2017, hereby agrees to provide services as described in this Contract for RD 119/519 Street Sweeping Services (2017-PA036).

SECOND: This AGREEMENT, together with Exhibit A.1, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F.1, Performance Requirements Summary; Exhibit G, Sample Fuel Adjustment Calculation; Exhibit H, Area Maps; the CONTRACTOR'S Statement of Qualifications and Bid Submission, all attached hereto; the Request for Statement of Qualifications; Addenda to the Request for Statement of Qualifications; and the Invitation for Bids, including its exhibits and addenda, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Bid Submission and attached hereto as Forms PW-2.1 - 2.5, an amount not to exceed \$1,563,737, which includes disposal and fuel adjustments, for the entire contract period of 54 months as the Board may approve (Maximum Contract Sum). The sum for the initial term is \$319,863; the sum for the first optional term is \$335,857; the sum for the second optional term is \$352,649; the sum for the third optional term is \$370,245; and a month-to-month extension up to 6 months is for \$185,123, in a prorated monthly amount.

FOURTH: This Contract's initial term shall be for a period of one year commencing on July 1, 2018, or upon the Board's approval, whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to three additional one-year periods and six month-to-month extensions, for a maximum total Contract term of four years and six months. Each such option and renewal shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as

of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

<u>FIFTH</u>: 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 the applicable Forms PW-2.1 through PW-2.4, Schedule of Prices.

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

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

<u>SEVENTH</u>: 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.

<u>EIGHTH</u>: 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.

<u>TENTH</u>: No Cost-of-Living Adjustments (COLA) shall be granted for the optional renewal periods.

<u>ELEVENTH</u>: The Director may adjust five percent of the hourly rate of compensation set forth in the applicable Forms PW-2.1 through PW-2.4 (Schedule of Prices) based on the increase or decrease in the fuel price published in the Official Energy Statistics from the United States Department of Energy website at http://tonto.eia.doe.gov/dnav/pet/pet pri gnd dcus sca m.htm or other County approved website for Diesel (On-Highway) and Gasoline - All Grades (Regular) for California at

http://tonto.eia.doe.gov/dnav/pet/pet pri prop dcu r50 m.htm or other County approved website for Liquid Propane Gas (LPG) using West Coast (PADD "Commercial/Institutional," and at http://www.eere.energy.gov/afdc/price report.html or other County approved website for Compressed Natural Gas (CNG) Clean Cities Alternative Fuel Price Report, Table 5, Compressed Natural Gas Average Prices by Region from Clean Cities Sources "West Coast," as appropriate to the vehicle used beginning on the month of this Contract's start date and thereafter at each successive six month interval, which shall be the effective date for any such fuel adjustment. The percentage change in the fuel price shall be obtained using the fuel prices published on the month of the proposal submission date and the fuel price most recently published for the month of effective date of the adjustment. However, when the percentage increase or decrease in the fuel price is less than five percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, the hourly rate of compensation to establish the adjusted hourly rate of compensation. A sample calculation is included in Exhibit H. Public Works shall be permitted to audit the CONTRACTOR'S fuel usage, fuel costs, and fuel procurement methods for the vehicles used in providing the service and the CONTRACTOR shall provide records pertaining to its fuel costs upon the COUNTY'S request. The CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR changes from purchasing fuel using Market Prices, to a long-term agreement for fuel purchases.

The CONTRACTOR may request an annual adjustment in the TWELFTH: "Curb Mile" and "Paved Alley Mile" unit prices set forth in Forms PW-2.1 through PW-2.4 (Schedule of Prices) based on a percentage change in disposal fee during the life of this Contract. Adjustments will be based on the increase or decrease in the disposal fee charged to the CONTRACTOR by the Solid Waste Facility designated/used by the CONTRACTOR. This percentage will be calculated based on the disposal fee charged after the commencement date of this Contract and the disposal fee charged on this Contract's renewal date(s). Only five percent of the "Curb Mile" and "Paved Alley Mile" unit prices may be adjusted for increases or decreases in the disposal fee. The CONTRACTOR must substantiate the change in cost for refuse disposal to the satisfaction of the Director. The CONTRACTOR supplied documentation shall include disposal site receipts, driver route schedules, vehicle numbers, summary sheets of monthly disposal costs and fees charged per ton, detailed comparisons of current and previous disposal fee, and any additional documentation requested by the COUNTY to establish most current disposal fees. The CONTRACTOR shall also provide an explanation for use or nonuse of any alternate disposal sites.

THIRTEENTH: 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 H, inclusive, the COUNTY'S provisions shall control and be binding.

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// // <u>FOURTEENTH</u>: In the event that there are discrepancies in the work requirements between the Scope of Work from the Request for Statement of Qualifications document and this Invitation for Bid's Scope of Work resulted from the Request for Statement of Qualifications (2015-SQPA004) per the sole discretion of the Contract Manager, the higher requirements shall prevail and be binding.

<u>FIFTEENTH</u>: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

SIXTEENTH: 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 by the Chair of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.



ATTEST:

CELIA ZAVALA
Acting Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM County Counsel

By Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#35

MAY 2 9 2018

CELIAZZAVALA ACTING EXECUTIVE OFFICER COUNTY OF LOS ANGELES

Chair, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

CELIA ZAVALA
Acting Executive Officer

Clerk of the Board of Supervisors

By Deputy

ARAKELIAN ENTERPRISES, INC., dba ATHENS SERVICES

Its President

Greg Loughnane

Type or Print Name

Its Secretary

Michael Arakelian

Type or Print Name

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A notary public or other officer completing this cer document to which this certificate is attached, and n	tificate verifies only the identity of the individual who signed the of the truthfulness, accuracy, or validity of that document.
State of California County of Les Angeles On April 05, 2018 before me, Date personally appeared — Grey Law	Here Insert Name and Title of the Officer home and Michael Arabelian— Name(s) of Signer(s)
who proved to me on the basis of satisfactor subscribed to the within instrument and acknowledge.	ory evidence to be the person(s) whose name(s) is/arc powledged to me that he/she/they executed the same in
DEBORA ANN ROJAS Commission # 2086973 Notary Public - California Los Angeles County My Comm. Expires Nov 18, 2018	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature Signature of Notary Public
Place Notary Seal Above Though this postion is optional asset to be	PTIONAL —
rnough this section is optional, completing thi fraudulent reattachment of th	is information can deter alteration of the document or is form to an unintended document.
Description of Attached Document	Williams & AEI - RD 19/519 Street Sweeping Number of Pages:
Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other: igner Is Representing:	☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other: ☐ Signer Is Representing:
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SCOPE OF WORK

RD 119/519 STREET SWEEPING SERVICES (2017-PA036)

A. <u>Public Works Contract Manager</u>

Public Works Contract Manager will be Mr. Edward Lee of our Road Maintenance Division's Maintenance District 1 - Baldwin Park who may be contacted at (626) 337-1277 or elee@dpw.lacounty.gov, Tuesday through Friday, 6:30 a.m. to 5 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 the Contract Manager. The Contractor will be notified in writing when there is a change in the Contract Manager.

B. Work Location

Exhibit H, Area Maps provides a more detailed outline of each sweeping area limits, including locations of streets and alleys included in the service area.

C. Request of Work from Contractor

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

D. Contractor Cost

All services required in this Exhibit A.1, Scope of Work, shall be included in the price quoted by the Contractor in Form PW-2.1 through PW-2.4, Schedule of Prices, unless stated otherwise in the contract.

E. Work Description

The Contractor shall sweep and/or clean once a week, or as specified, all public streets, paved alleys, and curbed medians within the Project limits as shown in Exhibit H, Area Map. 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 10 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. Both gutter brooms must be down for this definition to apply.

Sweeping a street shall normally consist of a single pass, both brooms down, at a maximum speed of not more than 6 miles per hour 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 a single swept path, both brooms down, 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 6 miles per hour.

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 I, Standard of Performance, below, the 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 I, Standard of Performance, below.

The Contractor shall immediately 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 the Contractor to the Contract Manager as soon as the condition is identified. Dead animals shall be reported to Animal Control at (310) 523-9566.

F. Work Schedule

A complete schedule of weekly sweeping (Work Schedule) shall be submitted to the Contract Manager for approval prior to any work being done under this contract. The Work 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.

Also, a route map shall be submitted as part of the Work Schedule, showing streets, alleys, and medians to be swept each day by the Contractor. The 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 the Contractor shall require approval by the Contract Manager prior to being included in the weekly work.

The County reserves the right to require the Contractor to sweep specific areas on specified days and at specified times of the day and to change any portions of an existing and established sweeping Work Schedule at any time during the duration of this contract. 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. After the Contract has been awarded, a list of posted streets shall be provided to the Contractor.
- 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. The Contractor shall be responsible for determining when trash pickups are scheduled. Trash pickup schedules for some County areas may be found in the following website: http://ladpw.org/epd/cleanla/default.html.
- 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, except for streets adjacent to schools, shall not be swept prior to 7 a.m. or after 3:30 p.m.
- 7. Street sweeping shall be scheduled so that both sides of a street are not swept in the same day, unless the Contract Manager directs otherwise.

G. Alternate Day Sweeping Schedule

Streets on 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.

After receiving notification that the Contactor has been awarded this contract, the said Contactor shall have 30 days to provide a finalized and working alternate day sweeping schedule to the Contract Manager.

H. Holidays

Holidays Observed by the County of Los Angeles are:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Cesar Chavez Day
Memorial Day
Day after Thanksgiving

Independence Day Christmas Day

When street sweeping falls on a County Observed Holiday, the Contractor shall complete the work in compliance with Paragraph AA, Changes Resulting from Schedule Disruption.

I. 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 the Contractor to resweep the subject areas during the same business day. If the area(s) cannot be reswept during the same business day by the Contractor, the Contract Manager may deduct payment to the Contractor in accordance with this Exhibit's paragraph R, Inspection and Acceptance of the Work.

J. Contractor's Sweepers Mandatory Requirements

The type of equipment utilized in this service shall be stated on the Statement of Equipment Form (Form PW-20.1)

K. Disposal of Refuse and Debris

All debris and refuse collected from these operations shall become the property of the Contractor. The 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. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System. When storage of refuse and debris is necessary prior to disposal, the Contractor shall locate and arrange for use of a temporary storage site off the road rights of way. The Contractor will not be allowed to use the rights of way or Public Works facilities as temporary storage sites.

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

L. Utilities/Water

The County will not provide utilities. The Contractor shall furnish all water necessary for sweeping operations in accordance with this Exhibit's paragraph E, Work Description.

M. Storage Facilities

The County will not provide storage facilities for the Contractor.

N. Right of Way

The Contractor shall conduct all its activities and operations within the confines of public roadways. The 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, the Contractor elects to access non-County property, the 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 areas. In performing any work or doing any activity pursuant to this contract, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations.

O. <u>Authority of Board and Contract Manager</u>

The County of Los Angeles Board of Supervisors (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 these Area Maps and Specifications. The Contractor shall promptly comply with instructions from the Contract Manager or 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 Area Maps; 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.

P. <u>Best Management Practices</u>

The Best Management Practices (BMPs) shall be defined as any program, technology, process, siting criteria, operating method, measure, or device, which controls, prevents, removes, or reduces pollution. The Contractor shall obtain and refer to the <u>California Storm Water BMP Handbooks</u>, <u>Volume 3 Construction BMP Handbook</u> and the <u>County of Los Angeles Department of Public Works BMPs Handbook for Construction Activities</u>. These publications are available from:

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

The Contractor shall have a readily accessible copy of each publication in the service area at all times. As a minimum, the 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
	WASTE MANAGEMENT
CD13(2)	Solid Waste Management
CD14(2)	Hazardous Waste Management
CD15(2)	Contaminated Soil Management
CD16(2)	Concrete Waste Management
	VEHICLE AND EQUIPMENT MANAGEMENT
CD18(2)	Vehicle and Equipment Cleaning
CD19(2)	Vehicle and Equipment Fueling
CD20(2)	Vehicle and Equipment Maintenance

TRAINING

CD40 Employee/Subcontractor Training

PHYSICAL STABILIZATION

CD26A(2) Soil Stabilizer/Dust Control

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

The BMP for the Contractor activities shall be continuously implemented throughout the year. The 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. The 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-2.1 through PW-2.4, Schedule of Prices. Should the 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 Contractor shall constitute agreement by the County and the Contractor that \$1,000 per day is the minimum value of the cost and actual damage caused by the 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 the 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 The County may assess the Contractor, as liquidated damages, agencies. \$1,000 for each calendar day that the 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, the Contractor shall defend, indemnify, and hold harmless the County and its officers, employees, and agents from any fine, penalty, or enforcement action (including attorney's 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

nonimplementation of the specified BMPs. The County may deduct from payment due to the Contractor, amounts necessary to cover such fines and costs.

Q. <u>Execution of Work</u>

To minimize public inconvenience, the Contractor shall diligently execute the work in the manner and at the times approved by the Contract Manager as specified in this Exhibit's paragraph F, Work Schedule, and shall at all times comply with the approved sweeping Work Schedule. If, as determined by the Contract Manager, the Contractor fails to execute the work to the extent that the public may be inconvenienced, the Contractor shall, upon orders from the Contract Manager, immediately resume diligent execution of the work. All cost of executing the work as described herein shall be included in the Contractor's Total Annual Proposed Price shown in Form PW-2.1 through PW-2.4, Schedule of Prices.

Should the Contractor continue or fail to execute the work diligently after orders of the Contract Manager to do so, the Contract Manager may suspend the work in whole or in part pursuant to Exhibit B, Section 3, unless the Contract Manager, in his or her sole discretion, determines that the Contractor will resume diligent execution of the work. All expenses and losses incurred by the Contractor as a result of such suspensions shall be borne by the Contractor.

R. <u>Inspection and Acceptance of the Work</u>

The Contractor shall implement a Contractor Quality Control Plan as required under this Exhibit's paragraph X, Quality Control. The Contractor shall routinely inspect the work to ensure compliance with the Area Maps and Specifications, approved Work Schedules, and the Contractor quality standards.

The Contract Manager may inspect the work to assure that the quality of street sweeping services is in compliance with requirements 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 5 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 Area Maps. Photos and documentation for all deficient locations will be provided to the 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 8 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.

S. Contractor's Equipment Compliance with Laws and Regulations

- The Contractor shall fully comply with all applicable laws and regulations, including, but not limited to, all Air Quality Management District (AQMD) regulations. In particular, the 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 the Contract Manager. The Contract Manager or a designee may inspect the 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, and only if no other alternate-fuel street sweeper is available, the 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. The 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. The 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, the Contractor's equipment shall clean the streets as specified in this Exhibit's paragraph I, Standard of Performance.
- 5. The Contractor shall provide sweeping equipment and disposal trucks, which shall be properly maintained both mechanically and in appearance. The Contractor shall provide backup 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. The 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 contact with the sweeper operator during sweeping operations. The 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.

T. Global Positioning System

- 1. Primary and backup 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, the 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. The Contractor shall pay for all costs related to GPS, including hardware, software, activation fees, technical support, and monthly service charge fees. There is no separate bid item for the GPS.
- 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 e-mail alert when the following events occur:
 - a. Sweeper exceeds 6 mph 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 Microsoft Excel or Word.
- 13. Data shall be available for immediate downloading for a minimum of 3 months. After 3 months, data shall be backed up and be made available at Public Works' request.

U. Reports

In addition to other data filed with the County by the Contractor, the 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 receipt

V. <u>Measurement</u>

The Contractor is required to design an approved weekly "alternate day" sweeping schedule for all areas. There is no separate bid item for creating this schedule.

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 Z, Additional Sweeping, that require the total width of the street to be swept shall be measured on the basis of the width of street in feet divided by 10 (both gutter brooms down) to determine the Curb Miles per mile of length.

W. <u>Contractor's Representative</u>

Before starting the work, the Contractor shall designate, in writing, a County-approved 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 the Contractor. A joint venture or partnership shall designate only one representative and alternate. In the absence of the 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 the Contractor or its representative.

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

X. Quality Control

The Contractor shall be responsible for implementing procedures for ensuring that street sweeping services are provided in strict compliance with the Area Maps, Specifications, and approved Work Schedule.

The 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 the Contractor's project manager or general superintendent, and that the Contractor's quality control procedures establish a separate system for recording, reporting, and resolving quality control issues.

Within 10 days of Contract award, the Contractor shall submit to the County a Contractor Quality Control Plan for review and approval by the Contract Manager.

This plan will include, as a minimum, the names and telephone numbers of the Contractor's Quality Control representatives; a description of the roles and responsibilities for quality control; the system for monitoring, reporting on, and resolving quality control issues; and checklists or other documentation in support of the Contractor's Quality Control function.

Y. <u>Specifications</u>

These Specifications and 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.

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 Area Maps or indicated in the Specifications, the County does not warrant the completeness or accuracy of such information. The 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. The Contractor shall, upon discovering any error or omission in the Area Maps or Specifications, immediately call it to the attention of the Contract Manager.

Z. <u>Additional Sweeping</u>

The Contractor shall provide additional sweeping of any street(s) and alley(s) within the area shown on the Area Maps at any time when ordered by the Contract Manager. The Contractor will be compensated for each additional sweeping at the Contractor's Unit Price per Curb Mile or Paved Alley Mile, indicated in Form PW-2.1 through PW-2.4. Schedule of Prices, as appropriate as 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.

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 Contractor's Unit Price per Curb Mile as defined in this Exhibit's paragraph V, Measurement. All sweeping shall be done with sufficient passes to achieve the results described in this Exhibit's paragraph I, Standard of Performance.

Compensation for additional 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 the 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 the Contractor shall be equal to four times the Contractor's Unit Price per Curb Mile, as indicated in Form-2.1 through PW-2.4, Schedule of Prices. Minimum payment will be equivalent to payment for 16 Curb Miles.

AA. Changes Resulting from Schedule Disruption

During this Contractor period, the Contractor shall sweep the designated public streets and alleys at least once each week, including all curbed medians in accordance with a Work Schedule approved by the Contract Manager.

During inclement weather, the Contract Manager or his designee may cancel the day's scheduled sweeping. In such cases, the Contractor will be contacted and sweeping immediately be stopped. The Contractor shall be paid for sweeping performed before the call was made to stop sweeping. When, in the opinion of the Contract Manager, inclement weather prevents adherence to the regular sweeping schedule for 2 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 I, Standard of Performance, and shall be performed by the Contractor at the Contractor's Unit Price per Curb Mile, as indicated in Form-2.1 through PW-2.4, Schedule of Prices, and will not be considered additional sweeping as defined in this Exhibit's paragraph Z, 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 in the regular sweeping schedule. Any such requested sweeping shall meet the requirements of this Exhibit's paragraph I, Standard of Performance, and shall be performed by the Contractor at the Contractor Unit Price per Curb Mile, as indicated in Form-2.1 through PW-2.4, Schedule of Prices, and shall not be considered additional sweeping.

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

BB. Changes Resulting from Added or Deleted Streets

It is the intent of this Contractor to provide for the weekly sweeping of all curbed streets (including curbed medians) and paved alleys within the unincorporated area shown on the Area Maps (Exhibit H). As streets and alleys are improved, they will be added to the weekly sweeping schedule. Compensation to the Contractor will be based on the Curb Miles added multiplied by the Contractor'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 Contractor's quantities.

Added and/or deleted curbed streets and paved alleys within the unincorporated area shown on Exhibit H, will be amended in accordance with Exhibit B, Section 2.4.

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

CC. City Incorporation

In the event any areas to be swept under this Contractor attain incorporation as a city, the Contractor shall continue to sweep the streets and alleys shown on the Contractor plans at the Contractor's Unit Price per Curb Mile, as indicated in Form-2.1 through PW-2.4, Schedule of Prices, until the termination date of this Contractor or as directed by the County. The County may direct the Contractor to delete streets within the incorporated area from its weekly sweeping schedule prior to the expiration date of this Contractor. 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 Contractor quantities. The County may, at the request of the Contractor, review this Contractor if the incorporation severely affects Contractor's weekly sweeping schedule.

DD. <u>Changed Conditions</u>

The 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 may 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-2.1 through PW-2.4, Schedule of Prices.

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

EE. Communications and Public Relations

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

The telephone number shall be listed in the telephone directory for the area and shall be listed by the Contractor's common known name. All public complaints concerning street sweeping shall be investigated by the Contractor. Complaints brought to Contractor's attention prior to 3 p.m. shall be investigated that day. Those brought to the 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 the 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. The Contractor shall report what actions were necessary to resolve each complaint.

FF. Special Safety Requirements

All Contractor operators shall be expected to observe all applicable California Occupational Safety and Health Administration and Public Works safety requirements while performing this requested work. Suitable clothing, gloves, and shoes that meet California Occupational Safety and Health Administration requirements are required.

GG. Project Site Safety

The Contractor shall be solely responsible for ensuring that all work performed under this Contractor 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 service area.

HH. Project Safety Official

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

II. <u>Liquidated Damages</u>

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

- in accordance with the terms and conditions of the Contractor at the Proposal price;
- d. The parties are not under any compulsion to Contract;
- e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the
- f. County for the award of the Contractor;
- It would be difficult for the County to prove loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
- h. The liquated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquated damages is specified.
- 3. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$500 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contractor.
- 4. In addition to the above, Public Works may use Exhibit F.1, Performance Requirements Summary, to evaluate Contractor's performance.

P:\aepub\Service Contracts\CONTRACT\Jessica\Street Sweeping\2017\IFB_RD 119_519\AWARD\Board Letter\Finalized Contract\03 Exhibit A.1_SOW RD119_519.docx

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. <u>Ambiguities or Discrepancies</u>

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

B. Definitions

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

<u>Agreement</u>. The written, signed accord covering the performance of the requested service.

Bid or Bid Submission. The response to an Invitation for Bids.

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

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The contract includes the Agreement, Exhibit A - Scope of Work (Specifications), Exhibit B - Service Contract General Requirements, Exhibit C - Internal Revenue Service Notice 1015, Exhibit D - Safely Surrendered Baby Law Posters, Exhibit E - Defaulted Property Tax Reduction Program, and other appropriate exhibits, amendments, and change orders. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

<u>Contractor</u>. The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with County to perform or execute the work covered by this Contract.

<u>Contract Work or Work</u>. The entire contemplated work of maintenance and repair to be performed, and services rendered as prescribed in this Contract.

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

<u>Day</u>. Calendar day(s) unless otherwise specified.

<u>Direct Employee</u>. Worker employed by Contractor under Contractor's State and Federal taxpayer identification.

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

<u>District</u>. Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.

Employee Leasing. Any agreement to employ any worker, at any tier, that is neither a Subcontract nor a direct employee relationship.

<u>Fiscal Year</u>. The 12-month period beginning July 1 and ending the following June 30.

<u>Maximum Contract Sum</u>. The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

<u>Proposal</u>. The written materials that a Proposer submits in response to this Request for Statement of Qualifications (Request for Statement of Qualifications).

<u>Proposer</u>. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity submitting a Statement of Qualifications for the work, acting directly or through a duly authorized representative.

<u>Public Works</u>. County of Los Angeles Department of Public Works.

<u>Qualified Contractor</u>. The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity deemed qualified upon evaluations with a score of at least 75 eligible to submit bids for services contracts solicited by the County.

<u>Solicitation</u>. Request for Proposals, Invitation for Bids, Request for Statement of Qualifications, or Request for Quotation.

<u>Specifications</u>. 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.

<u>Subcontract</u>. An agreement by the Contractor to employ a Subcontractor at any tier; to employ or agree to employ a Subcontractor, at any tier.

<u>Subcontractor</u>. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

C. <u>Headings</u>

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

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. <u>Amendments</u>

- 1. For any change which affects the Scope of Work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor.
- 2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract shall be prepared by Public Works and signed by the Contractor.
- 3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.
- 4. For any change which does not materially affect the Scope of Work or any other term or condition included under this Contract, a change order shall be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it shall be approved by Public Works and signed by the Contractor and the County.

B. <u>Assignment and Delegation</u>

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. Any

payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

- Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

Contractor represents and warrants that the person(s) executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

D. Budget Reduction

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions

E. Complaints

Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to any complaints by any individual.

- 1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.
- 2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- 3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.
- 4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
- 5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.
- 6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. <u>Compliance with Applicable Laws</u>

- In the performance of this Contract, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 2. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations,

ordinances, directives, guidelines, policies, or procedures as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

G. Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e)(1) through 2000 (e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with its EEO Certification (Form PW-7).

H. Confidentiality

- Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.
- 2. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors to comply with this paragraph as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and

expense, except that in the event Contractor fails to provide County with a full and adequate defense as determined by County in its sole judgment,

County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

 Contractor shall inform all of its officers, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. <u>Conflict of Interest</u>

- No County employee whose position with County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
- 2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either Contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

J. <u>Consideration of Hiring County Employees Targeted for Layoffs or Former County Employees on Reemployment List</u>

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

K. Consideration of Hiring GAIN and GROW Participants

- Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN and GROW participants by category to Contractor.
- 2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees shall be given first priority.

L. <u>Contractor's Acknowledgment of County's Commitment to Child Support</u> Enforcement

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

M. <u>Contractor's Charitable Activities Compliance</u>

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The

"Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under

California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both. (Los Angeles County Code, Chapter 2.202).

N. <u>Contractor's Warranty of Adherence to County's Child Support Compliance Program</u>

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

O. Contractor Performance Evaluation/Corrective Action Measures

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

P. Damage to County Facilities, Buildings, or Grounds

- Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor.
- 2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the

occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. <u>Employment Eligibility Verification</u>

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

R. Facsimile Representations

At the discretion of County, County may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to change notices and amendments to this Contract, such that the Contractor need not follow up facsimile transmissions of such documents with subsequent (nonfacsimile) transmission of "original" versions of such documents.

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from any and all liability including, but not limited to, wages,

overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Force Majeure

- Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure events").
- 2. Notwithstanding the foregoing, a default by a Subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.
- 3. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

U. <u>Governing Laws, Jurisdiction, and Venue</u>

This Contract shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Contractor and County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in connection with or arising out of this Contract, shall be exclusively in the County of Los Angeles.

V. <u>Most Favored Public Entity</u>

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity

and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

W. Nondiscrimination and Affirmative Action

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

County may terminate for default or suspend this Contract. While County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.

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

X. <u>Nonexclusivity</u>

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

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

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

Z. Notice of Delays

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

AA. Notice of Disputes

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

BB. Notice to Employees Regarding the Federal Earned Income Credit

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

CC. Notices

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

Chief, Administrative Services Division County of Los Angeles Department of Public Works P.O. Box 1460 Alhambra, CA 91802-1460

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

DD. Publicity

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

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

- 2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.
- 3. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

EE. Public Records Act

- 1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's and accounting documents. books. records pursuant to Exhibit's Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the RFSQ used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "Trade Secret," "Confidential," or "Proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "Trade Secret," "Confidential," or "Proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

FF. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other

proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may suspend or terminate for default or suspend this Contract.
- 3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.
- 4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County)
 - Contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the

County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County Contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

GG. Recycled-Content Paper Products

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

HH. Contractor's Employee Criminal Background Investigation

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

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

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

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

II. Subcontracting

The requirements of this Contract may not be subcontracted by Contractor without

the advance written approval of County. Any attempt by Contractor to Subcontract without the prior written consent of County may be deemed a material breach of this Contract and the County may suspend or terminate for this Contract default.

- 1. If Contractor desires to Subcontract, Contractor shall provide the following information promptly at County's request:
 - a. A description of the work to be performed by the Subcontractor.
 - b. A draft copy of the proposed Subcontract.
 - c. Other pertinent information and/or certifications requested by County.
- Contractor shall indemnify, defend, and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
- Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to Subcontract, notwithstanding County's approval of Contractor's proposed Subcontract.
- 4. County's consent to Subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. Contractor is responsible to notify its Subcontractors of this County right.

- 5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any Subcontract and Subcontractor employees.
- 6. Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to Subcontract.
- 7. Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County

from each approved Subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, before any Subcontractor employee may perform any work hereunder.

8. Employee Leasing is prohibited.

JJ. Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

KK. Waiver

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach of said provision or of any other provision of this Contract. Failure of County to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

LL. Warranty Against Contingent Fees

- Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
- 2. For breach of this warranty, County shall have the right, in its sole discretion, to suspend or terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

MM. Time Off for Voting

The Contractor shall notify its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law
- B.20 - Street Sweeping RFSQ

(Elections Code, Section 14000). Not less than ten days before every Statewide election, every Contractor and Subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

NN. Local Small Business Enterprise Utilization

When requested by the County, the Contractor shall provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subcontractors, including but not limited to the following information: the name, business address and telephone number/email address of each subcontractor.

In addition, the Contractor shall be required to provide each of the specified subcontractor Local Small Business Enterprise (SBE), Disabled Veterans Enterprise (DBVE), and Social Enterprise status (i.e., whether any of the listed subcontractors are Local SBE's) and the proposed monetary amount of the work the subcontractor will perform on each Notice to Proceed. At the time of submittal of each invoice, the Contractor shall indicate, via methods specified by the County, the actual dollar amounts paid to each listed subcontractor who performed work on the project. The subcontractor may be requested to confirm receipt of the actual payment to the subcontractor by the prime.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Section. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in Exhibit F, Performance Requirements Summary, and that the Contractor shall be liable to the County for said amount.

If in the judgment of the Director, or his/her designee, the Contractor is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in Exhibit F, Performance Requirements Summary, may deduct and withhold liquidated damages from County's final payment to the Contractor.

OO. Compliance with County's Zero Tolerance Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's

staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

SECTION 3

TERMINATIONS/SUSPENSIONS

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

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

B. Termination/Suspension for Convenience

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

end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

C. <u>Termination/Suspension for Default</u>

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

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

D. <u>Termination/Suspension for Improper Consideration</u>

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

E. <u>Termination/Suspension for Insolvency</u>

1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:

- a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.
- b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code.
- c. The appointment of a bankruptcy Receiver or Trustee for Contractor.
- d. The execution by Contractor of a general assignment for the benefits of creditors.
- 2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. <u>Termination/Suspension for Nonadherence to County Lobbyists Ordinance</u>

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

G. Termination/Suspension for Nonappropriation of Funds

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

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. <u>Authority of Public Works and Inspection</u>

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

B. <u>Cooperation</u>

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

C. <u>Cooperation and Collateral Work</u>

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

D. Equipment, Labor, Supervision, and Materials

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

E. Gratuitous Work

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

F. Jobsite Safety

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

G. <u>Labor</u>

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

H. <u>Labor Law Compliance</u>

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

I. Overtime

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

J. Permits/Licenses

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

K. Prohibition Against Use of Child Labor

1. Contractor shall:

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

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

L. <u>Public Convenience</u>

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

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at Contracted work locations. In the event Contractor determines a public hazard exists at a work location, Contractor shall immediately mark the location to prevent public access to the hazard and immediately notify the Contract Manager.

N. Quality of Work

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

O. Quantities of Work

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

P. <u>Safety Requirements</u>

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

Q. Storage of Materials and Equipment

Contractor shall not store material or equipment at the jobsite, except as might be specifically authorized by this Contract. County will not be liable or responsible for any damage, by whatever means, or for the theft of Contractor's material or equipment from any jobsite.

R. <u>Transportation</u>

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

S. Work Area Controls

- Contractor shall comply with all applicable laws and regulations.
 Contractor shall maintain work area in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Contract Manager's approval.
- 2. Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

T. County Contract Database/CARD

The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. <u>Independent Contractor Status</u>

- This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 2. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 3. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

B. Indemnification

Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers ("County Indemnities") from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnities. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special

Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever including, but not limited to, injury or death to employees of Contractor, its Subcontractors, or County, attributable to any alleged act or omission of Contractor and/or its Subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

D. <u>General Insurance Requirements</u>

- 1. Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and paragraph F of this Section. These minimum insurance coverage terms, types, and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.
- Evidence of Coverage and Notice to County A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
 - a. Renewal Certificates shall be provided to County not less than ten days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
 - b. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or

number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, and list any County required endorsement forms.

- c. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a noncomplying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- d. Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Public Works, Administrative Services Division
P.O. Box 1460
Alhambra, California 91802-1460
Attention of: Contract Analyst (noted in the RFSQ Notice)

- e. Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third-party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.
- 3. Additional Insured Status and Scope of Coverage The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to

the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

- 4. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least 10 days in advance of cancellation for nonpayment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
- 5. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
- 6. <u>Insurer Financial Ratings:</u> Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
- 7. <u>Contractor's Insurance Shall Be Primary:</u> Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
- 8. <u>Waivers of Subrogation</u>: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

- 9. <u>Subcontractor Insurance Coverage Requirements:</u> Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, Volunteers, and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.
- 10. <u>Deductibles and Self-Insured Retentions (SIRs)</u>: Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 11. <u>Claims Made Coverage:</u> If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following Contract expiration, termination, or cancellation.
- 12. <u>Application of Excess Liability Coverage:</u> Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
- 13. <u>Separation of Insureds:</u> All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
- 14. <u>Alternative Risk Financing Programs:</u> The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy the Required Insurance provisions. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers shall be designated as an Additional Covered Party under any approved program.

15. <u>County Review and Approval of Insurance Requirements:</u> The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

E. Compensation for County Costs

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

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

1. <u>Commercial General Liability</u> insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, with limits of not less than:

General Aggregate: \$2 million
Products/Completed Operations Aggregate: \$1 million
Personal and Advertising Injury: \$1 million
Each Occurrence: \$1 million

- 2. <u>Automobile Liability</u> insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or nonowned autos, as each may be applicable.
- 3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor is a temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

B. Chapter 2.202 of the County Code

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

C. <u>Nonresponsible Contractor</u>

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

D. Contractor Hearing Board

- 1. If there is evidence that Contractor may be subject to debarment, Public Works will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
- 2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation

regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

- 3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
- 4. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
- 5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
- 6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. <u>Jury Service Program</u>

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

B. Written Employee Jury Service Policy

- 1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
- 2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or "Employee" means any more County Contracts or Subcontracts. California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for County under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such Subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- 3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at

any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

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

SAFELY SURRENDERED BABY LAW PROGRAM

A. <u>Contractor's Acknowledgment of County's Commitment to the Safely Surrendered</u> Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

B. Notice to Employees Regarding the Safely Surrendered Baby Law

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

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. <u>Living Wage Program</u>

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. <u>Payment of Living Wage Rates</u>

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

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

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

C. Contractor's Submittal of Certified Monitoring Reports

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

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

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

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.
- Termination/Suspension: Contractor's failure to submit an accurate, C. complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
- 2. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living wage rate; such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - Withholding Payment: If Contractor fails to pay one or more of its a. 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 - B.45 -

Street Sweeping RFSQ (2015-SQPA004) exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

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

H. Use of Full-Time Employees

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

I. Contractor Retaliation Prohibited

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

J. <u>Contractor Standards</u>

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. <u>Neutrality in Labor Relations</u>

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.

SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM

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

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

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

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

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

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

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.
- D. If Contractor has obtained certification as a Disabled Veteran 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. Notwithstanding any other remedies in this contract, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. <u>Defaulted Property Tax Reduction Program</u>

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

B. <u>Contractor's Warranty of Compliance with County's Defaulted Property Tax</u> Reduction Program

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

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

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

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

Notice 1015

(Rev. December 2015)

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 whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2015 are less than \$53,267 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

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

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2016.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/orderforms to order it.

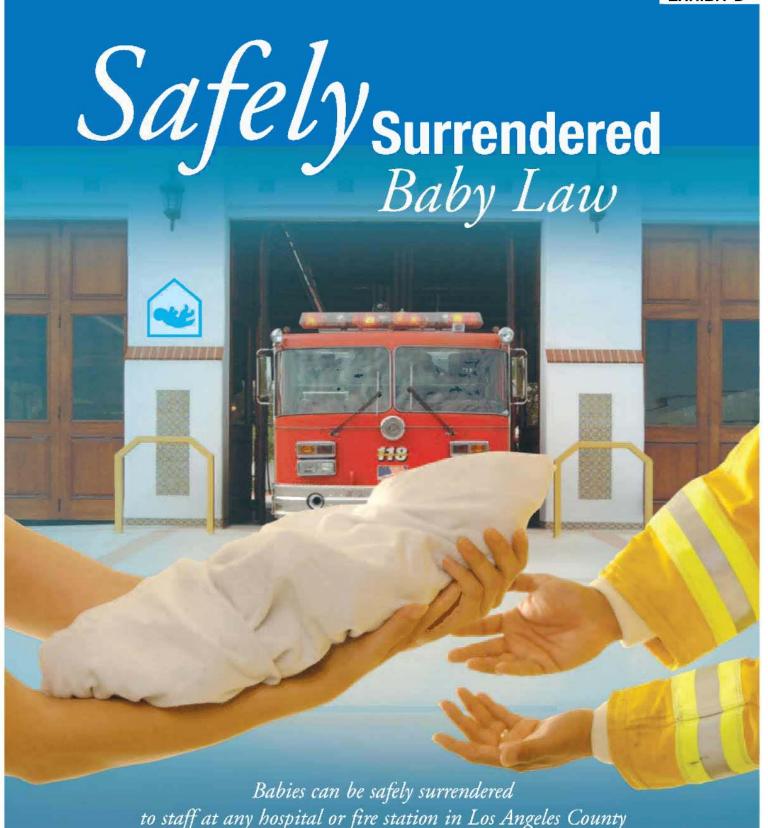
How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2015 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2015 and owes no tax but is eligible for a credit of \$800, he or she must file a 2015 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2015) Cat. No. 20599l



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered
Baby Law allows parents or
other persons, with lawful
custody, which means anyone
to whom the parent has given
permission to confidentially
surrender a baby. As long as
the baby is three days (72
hours) of age or younger and
has not been abused or
neglected, the baby may be
surrendered without fear of
arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In ease the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

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

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

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

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.





Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

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



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin

Peligro de California permite la

entrega confidencial de un recién
nacido por parte de sus padres u

otras personas con custodia legal,
es decir cualquier persona a quien
los padres le hayan dado permiso.

Siempre que el bebé tenga tres
días (72 horas) de vida o menos, y
no haya sufrido abuso ni
negligencia, pueden entregar al
recién nacido sin temor de ser
arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. 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 v el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

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

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

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

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevá el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

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

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

2.206.030 Applicability.

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

2.206.040 Required solicitation and contract language.

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

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

2.206.050 Administration and compliance certification.

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

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

2.206.060 Exclusions/Exemptions.

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

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

2.206.070 Enforcement and remedies.

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

2.206.080 Severability.

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

P:\aspub\CONTRACT\CONTRACTING FORMS\RFP\11 Exhibit E_Default Tax.docx

Required Service/Task		Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
A. SCOPE OF WORK				
Fines by Regulatory ar Governmental Agencie		\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
Violation of the National Pollutant Discharge Elimination System	Discharge of debris into storm drains and/or gutter.	\$500 per occurrence plus any fines by regulatory and governmental agencies plus any remediation cost; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
B. REPORTS/DOCUMENTA	TIONS			
Daily/Weekly/Monthly/ Quarterly Reports	Submitted to Contract Manager daily/weekly/monthly report.	\$50 per day per report that is late or not submitted.	□Yes □No □N/A	
2. Special Reports As Ne	requested.	\$50 per day per report that is late or not submitted.	□Yes □No □N/A	

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
C. EMPLOYEES				
Contractor's Employee Criminal Background Investigation	Prior to the start of the contract and continuation of the contract the contractor shall certify all employees who are in a designated sensitive position has passed a fingerprints background check submitted to the California Department of Justice to include State and local-level review, as required by the Contract. Employees who do not pass or is not certified shall be immediately removed.	\$100 per employee per day who is not certified as passing the background check.	□Yes □No □N/A	
Employees Well Oriented To Job	Employees must have thorough knowledge of facility and its needs.	\$50 per error resulting from lack of orientation; possible suspension.	□Yes □No □N/A	
3. Staffing	Staffing levels are equal or exceed contract requirements.	\$50 per occurrence.	□Yes □No □N/A	
4. Training program	Document training of each employee.	\$250 per untrained employee.	□Yes □No	
Maintain Knowledge of Safety Requirements	Completion of training of all accepted standards for safe practices related to the work.	\$50 per employee, per occurrence.	□Yes □No	

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
			□N/A	
D. SUPERVISOR/MANAGERS				
Change in Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	\$50 per occurrence.	□Yes □No □N/A	
Respond to complaints, requests, and discrepancies	Respond within the time frame outlined in the Contract.	\$50 per complaint not responded to within the time frame outlined in the specifications.	□Yes □No □N/A	
3. Makes Site Inspections	Facility inspected each shift or as required by Contract.	\$50 per occurrence.	□Yes □No □N/A	
4. Competent Supervisory Sta	Responsiveness to complaints and requests; maintain good work records, and acceptable level of service.	\$200 per occurrence; possible suspension.	□Yes □No □N/A	
5. Provide Adequate Supervision and Training	Contract specifications met.	\$50 per occurrence; possible suspension.	□Yes □No □N/A	

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
6. Project Safety Official	Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices.	\$200 per occurrence.	□Yes □No □N/A	
7. Supervisors speak, read, write, and understand English	On-site supervisor can communicate in English with County Contract Manager.	\$100 per day for use of non-English-speaking supervisor; possible suspension.	□Yes □No □N/A	
E. CONTRACT ADMINSTRATION				
Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after.	\$200 per day; work/contract; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in contract.	\$200 per occurrence.	□Yes □No □N/A	
3. License and Certification	All license and certifications required to perform the work, if any.	\$200 per day; possible suspension; possible termination for default of contract.	□Yes □No □N/A	

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
4. Assignment and Delegation	Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County.	\$200 per day the County is not informed of this change; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
5. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$500 per occurrence; possible suspension.	□Yes □No □N/A	

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

Sample Fuel Adjustment Calculation

Following sample data is required to calculate fuel adjustment:

Unit Rate from PW-2, Schedule of Prices: \$15.00

Percentage of Unit Rate Attributable to Fuel Costs: 5% (from Agreement)

Proposal due date: November 2007

One year after Contract start date: July 2009

Fuel Adjustment (FA) Component for Diesel price:

Diesel (On-Highway) - November 2007¹

Diesel (On-Highway) – June 2009²

218.7 cents per Gallon

Persont Change (Callon November 2007 Price (Callon))

Percent Change = [(June 2009 Price/Gallon – November 2007 Price/Gallon) /

(November 2007 Price/Gallon] x (100) [(218.7 - 173.7) / 173.7] x (100) = 25.9%

Percent Change in Diesel price: 25.9% increase

Adjusted Unit Rate (FA Component):

- = (5% of Unit rate x Percent Change in Diesel Price)
- $= (5\% \times $15.00 \times 25.9\%)$
- = \$0.19 Fuel Adjustment (increase)

Adjusted Unit Rate for July 2009: \$15.00 + \$0.19 = \$15.19

Fuel Adjustment (FA) Component for Propane price:

Propane (Commercial/Institutional) - November 2007¹ 173.7 cents per Gallon Propane (Commercial/Institutional) - April 2009² 218.7 cents per Gallon

Percent Change = [(April 2009 Price/Gallon – November 2007 Price/Gallon) /

(November 2007 Price/Gallon] x (100) [(218.7 - 173.7) / 173.7] x (100) = 25.9%

Percent Change in Propane price: 25.9% increase

Adjusted Unit Rate (FA Component):

- = (5% of Unit rate x Percent Change in Propane Price)
- $= (5\% \times $15.00 \times 25.9\%)$
- = \$0.19 Fuel Adjustment (increase)

Adjusted Unit Rate for July 2009: \$15.00 + \$0.19 = \$15.19

Fuel Adjustment (FA) Component for CNG price:

Propane (West Coast) - November 2007¹

173.7 cents per Gallon

Propane (West Coast) - April 2009²

218.7 cents per Gallon

Percent Change = [(April 2009 Price/Gallon – November 2007 Price/Gallon) /

(November 2007 Price/Gallon] x (100)

 $[(218.7 - 173.7) / 173.7] \times (100) = 25.9\%$

Percent Change in CNG price: 25.9% increase

Adjusted Unit Rate (FA Component):

- = (5% of Unit rate x Percent Change in CNG Price)
- $= (5\% \times $15.00 \times 25.9\%)$
- = \$0.19 Fuel Adjustment (increase)

Adjusted Unit Rate for July 2009: \$15.00 + \$0.19 = \$15.19

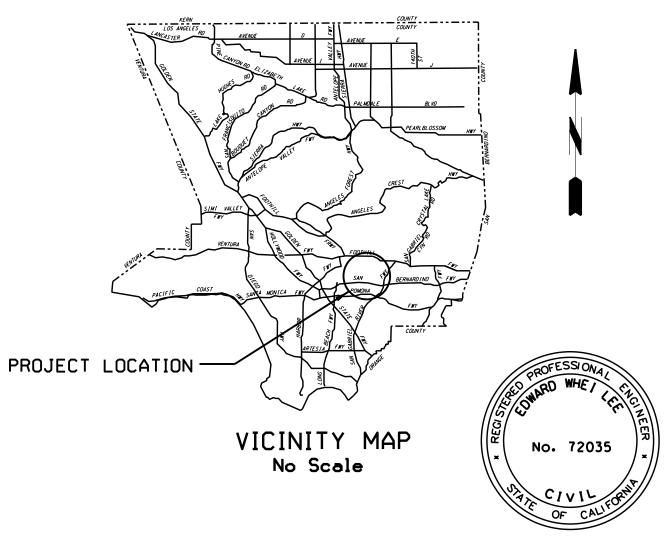
- 1. The month of the proposal due date.
- 2. Most recently published fuel price for the requesting month (one year from the contract start date).

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

PROJECT ID NO. RMD1106808 PRIME CONTRACTOR LICENSE REQUIRED: NONE REQUIRED

RD 119/519 AREA STREET SWEEPING

TOTAL I FNGTH = 216.0 MILES



INDEX OF SHEETS

SHEET 1 Title Sheet SHEET 2 - 11 Location Maps SHEET 12 - 13 Summary, Alleys & Medians

APPROVED MARK PESTRELLA DIRECTOR OF PUBLIC WORKS

DEPUTY DIRECTOR SUBMITTED

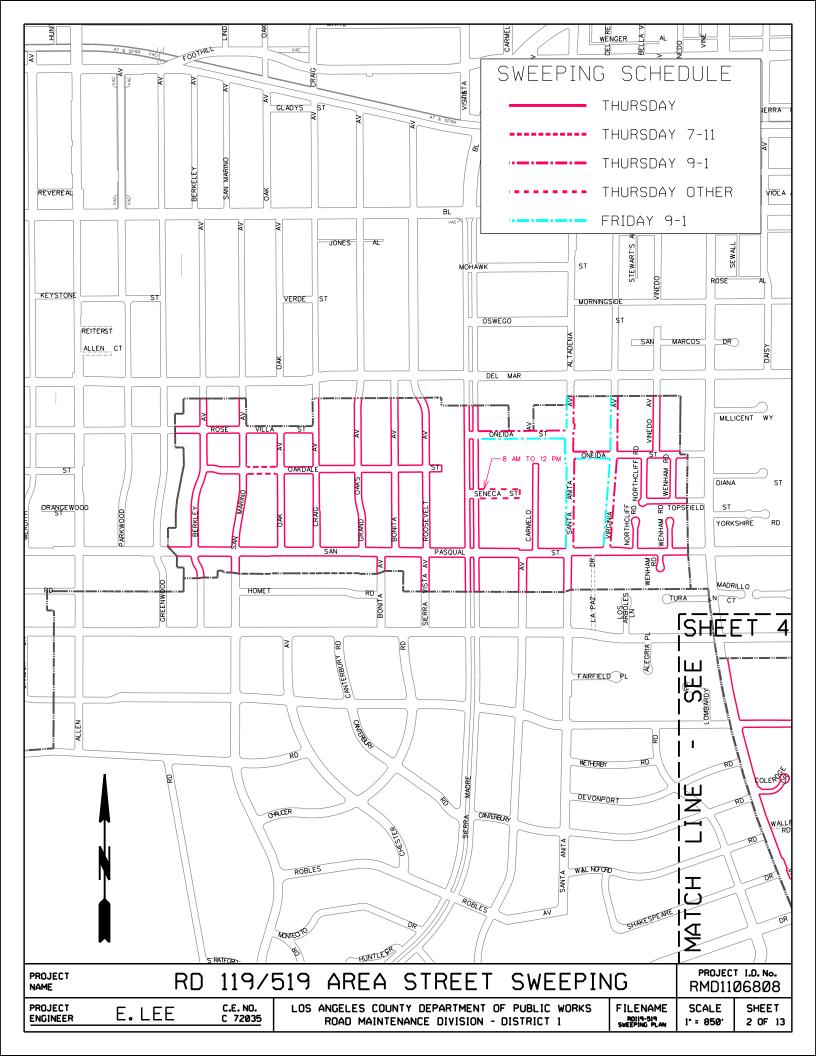
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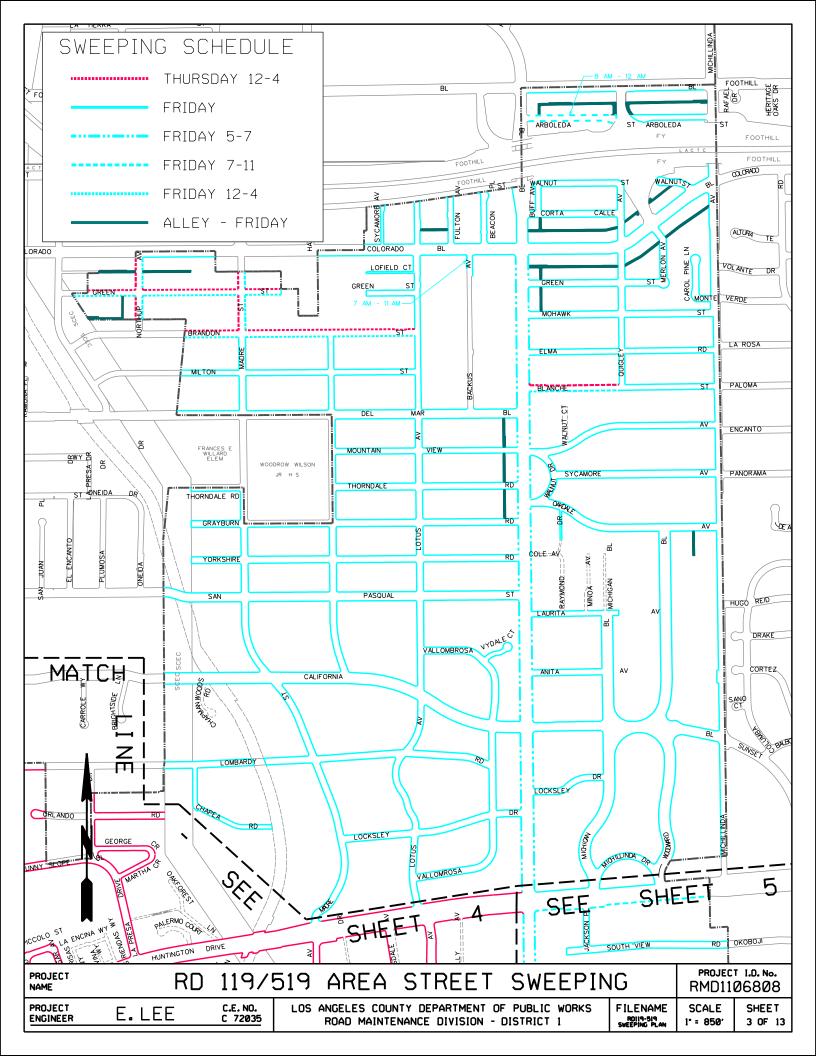
ASST. DEPUTY DIRECTOR-RD.MAINT.DIV.DATE REVIEWED

ROAD DISTRICT 119, 519

DISTRICT ENGINEER-RD, MAINT, DIST, 1 DATE

CHECKER PROJECT ENGINEER C.E. NO. DESIGNER SHEET 1 OF E. LEE E. LEE S. HOURANY C 72035 JOB

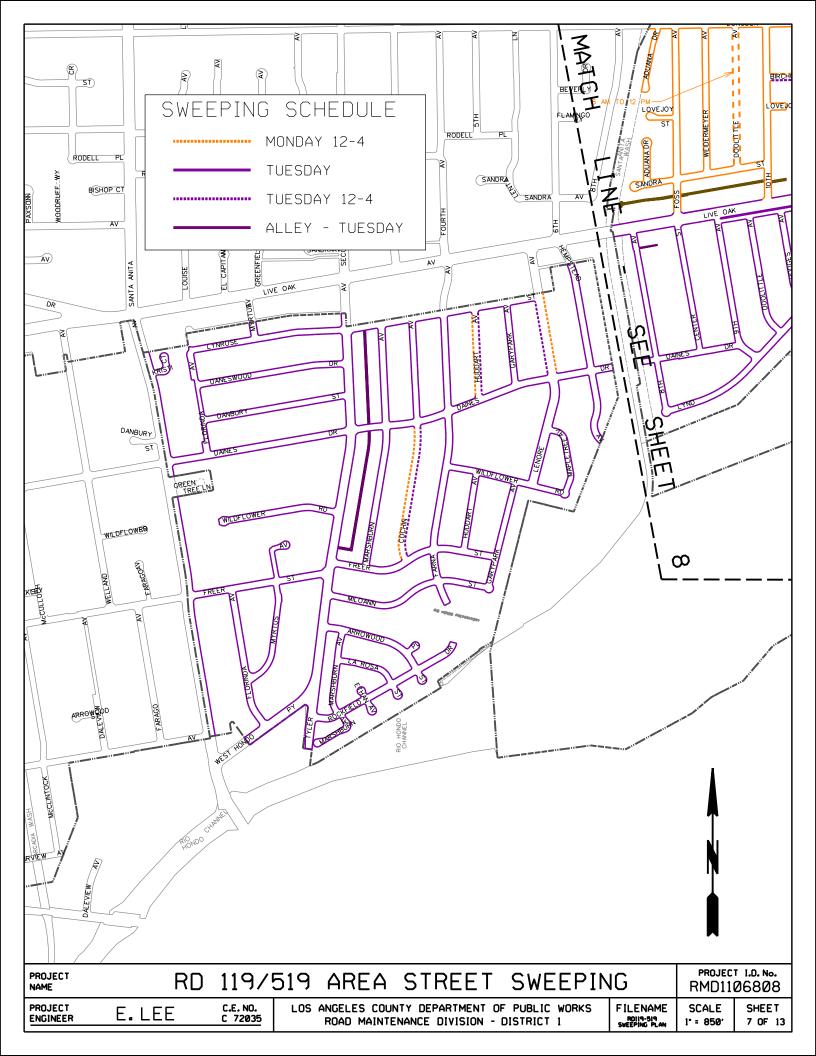


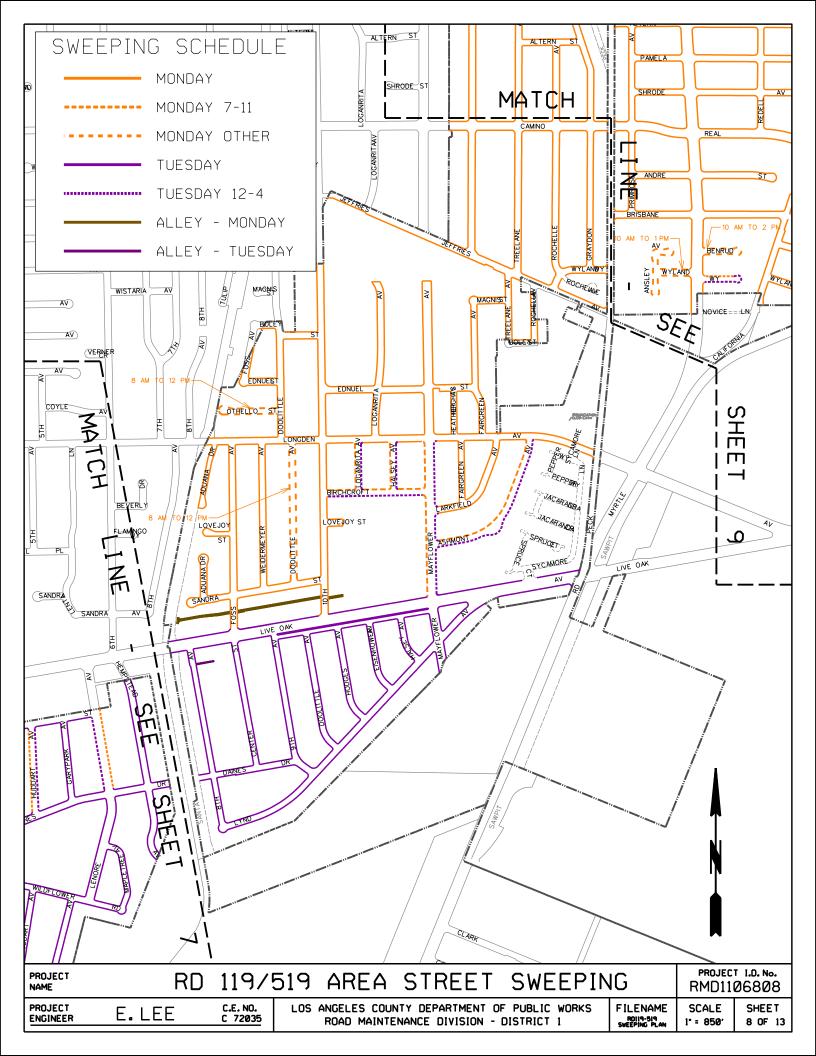


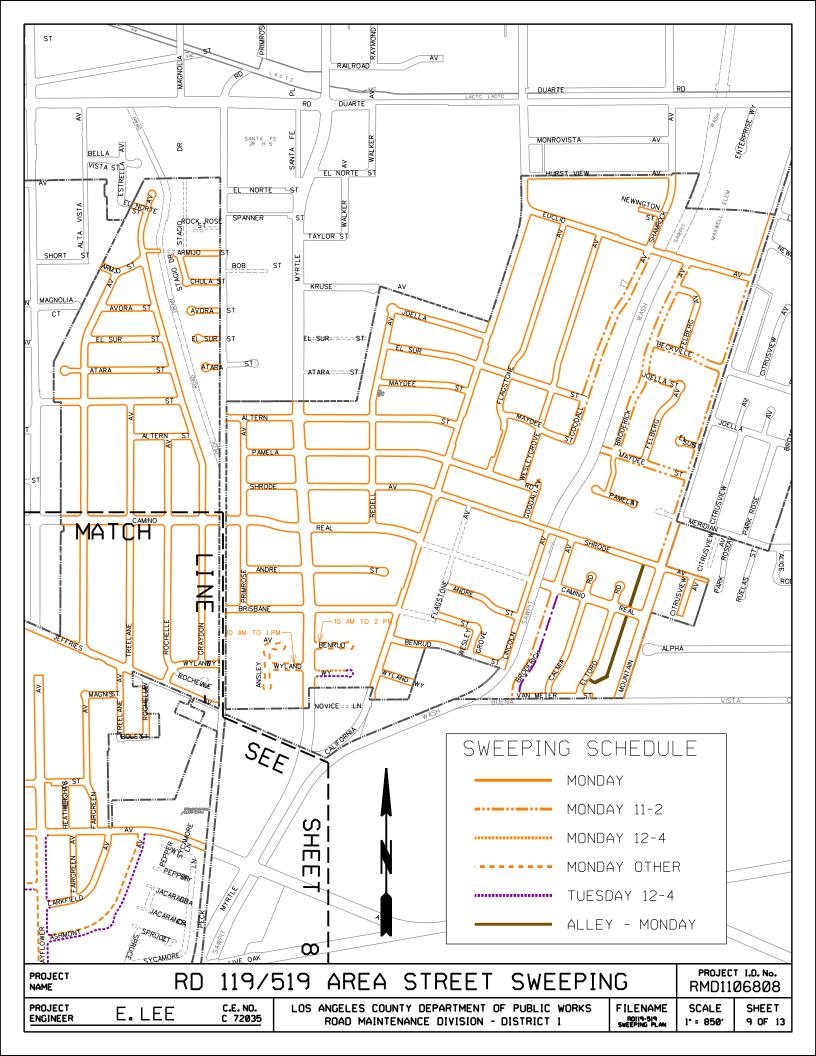


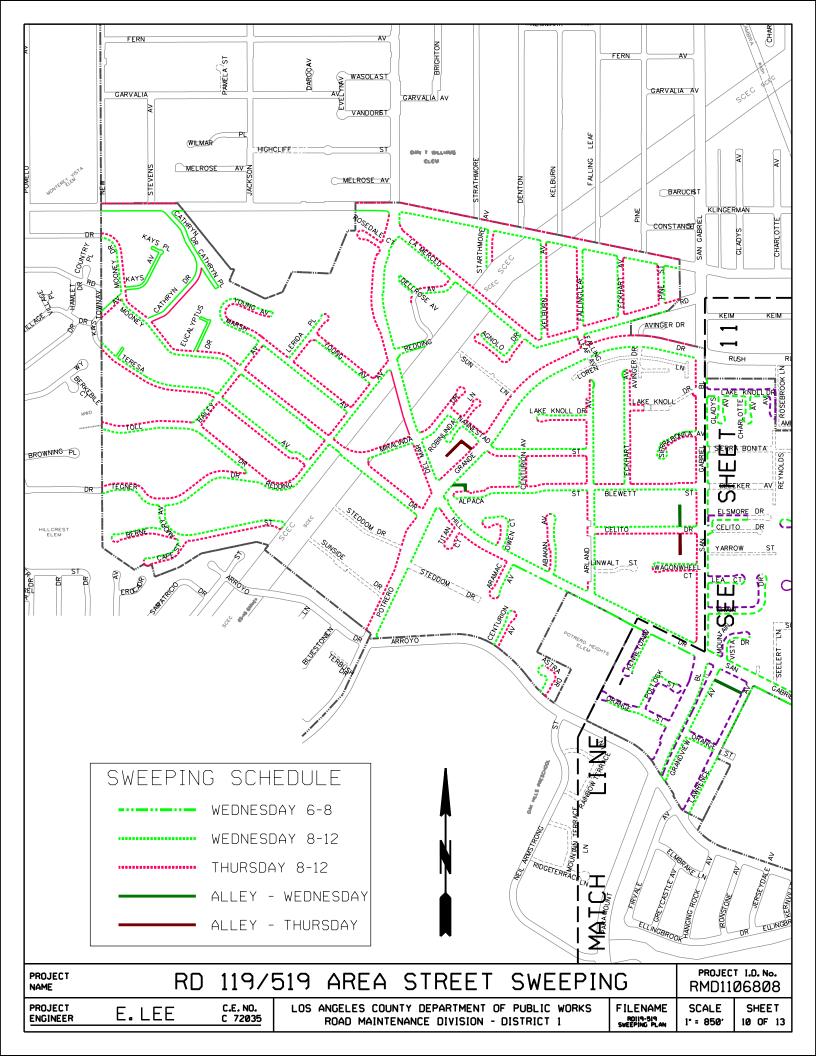


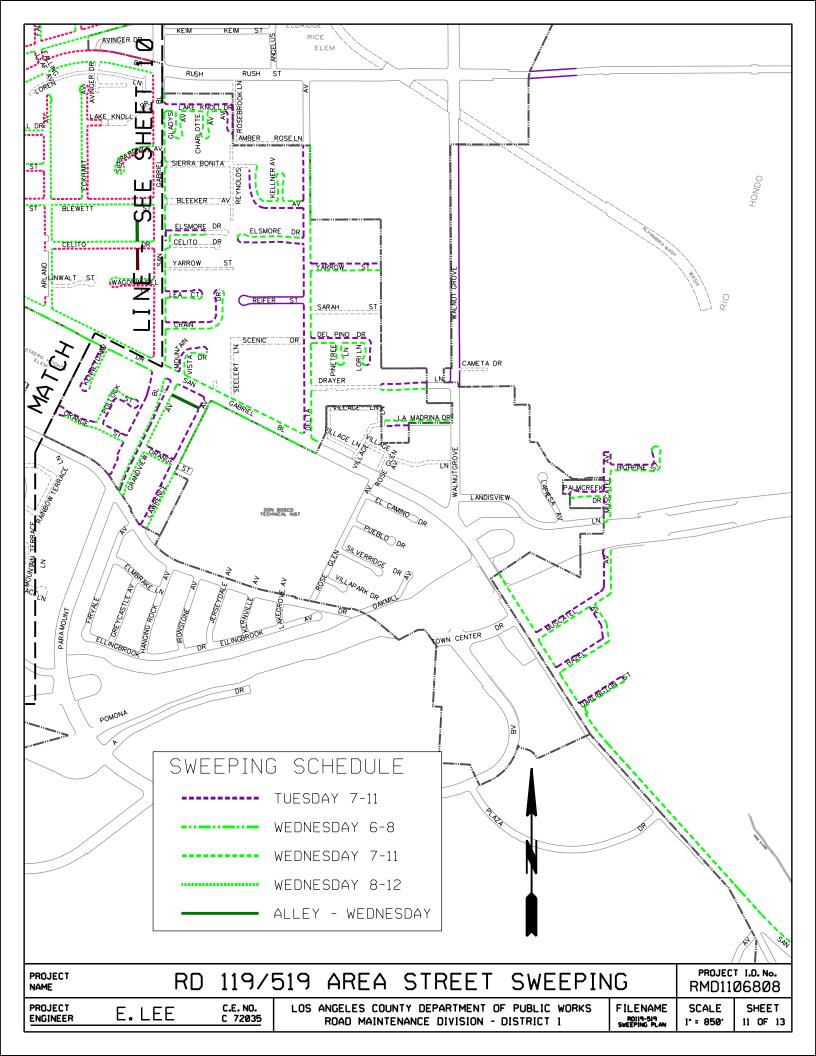












ALLEYS

(TO BE SWEPT EVERY WEEK)

		CURB
ALLEY LOCATION	<u>LIMITS</u>	MILES
Alley N/o Alpaca Street	Potrero Grande Drive to Alpaca Street	80.0
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	<u>0.41</u>
	TOTAL PAVED ALLEY MILES:	5.37

PROJECT NAME	RD	119/	519 AREA	STREET	SWEEPIN	IG		Ø68Ø8
PROJECT ENGINEER	E.LEE	C.E. NO. C 72035	LOS ANGELES COUN ROAD MAINTE		OF PUBLIC WORKS DISTRICT 1	FILENAME R0119-519 SWEEPING PLAN	SCALE 1" = 850"	SHEET 12 OF 13

CURBED MEDIANS (TO BE SWEPT EVERY WEEK)

			CURB
STREET NAME	<u>LIMITS</u>	SIDE	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	<u>1.23</u>
	TOTAL CURB	MILES:	12.10

SUMMARY OF CURB MILES

<u>TYPE</u>	CURB MILES
Streets and Highways	198.53
Raised Curbed Medians	12.10
Paved Alleys	<u>5.37</u>
TOTAL C	URB MILES: 216.00

PROJECT NAME	RD	119/	519	AREA	STREET	SWEEPIN	1G	PROJEC RMD11	11 I.D. No. 06808
PROJECT ENGINEER	E. LEE	C.E. NO. C 72035	LOS		NTY DEPARTMENT	OF PUBLIC WORKS - DISTRICT 1	FILENAME RO119-519 SWEEPING PLAN	SCALE 1" = 850"	SHEET 13 OF 13

Section One County of Los Angeles County of Los Angeles Department of Public Works Response to Request for **Statement of Qualifications** for Street Sweeping **Services** (2015-SQPA004) *** ORIGINAL *** 888/336-6100 Gary M. Clifford **Executive Vice President** April 14, 2015 Athens Services 14048 Valley Blvd. City of Industry, CA 91716 (626) 336-3636





Section Two

Table of Contents

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Section Two	Table of Contents
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Section Four	Support Documents for Corporations and LLC's
Section Five	Experience
Section Six	Work Plan
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Section Nine	Subcontractors
Section Ten	Financial Resources
Section Eleven	Licenses and Certifications
Section Twelve	Insurance
Section Thirteen	Record Keeping
Section Fourteen	Forms
Section Fifteen	Subcontractor's Forms List
Section Sixteen	Living Wage Ordinance – Application for Exemption
Section Seventeen	Fuel Cost Adjustment
Section Eighteen	Additional Information
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Section Three

Letter of Transmittal

Please see the next page.



April 14, 2015

Angela Cho County of Los Angeles 900 South Fremont Street Alhambra, CA 91803

Dear Ms. Cho:

Athens Services is pleased to submit the enclosed response to the County of Los Angeles' Request for Statement of Qualifications for Street Sweeping Services. As requested, we have enclosed an original and three copies of our proposal. Athens Services is the main operating company for Arakelian Enterprises, Inc., which is the legal entity that will sign and guarantee all performance under the contract.

Athens Services is a fourth generation, family owned, and locally operated solid waste collection, processing and street sweeping company operating in the greater Los Angeles region. Our current collection operations and facilities are ideally suited to provide the County of Los Angeles with the best and most cost effective service, as we currently do in the Rowland Heights and Road District areas as well as many Los Angeles County Sanitation District locations. Our proposal fully addresses all requirements of the request.

We look forward to the County's review of our proposal and the opportunity to discuss our service and rate proposal in further detail.

Thank you.

Sincerely,

Gary M. Clifford

Executive Vice President

PO Box 60009

City of Industry, CA 91716

(626) 336-3636

gclifford@athensservices.com





Section Four

Support Documents for Corporations and LLC's

Please see the pages that follow.

State of California

Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

ARAKELIAN ENTERPRISES, INC.

FILE NUMBER:

C1494158

FORMATION DATE:

02/28/1991

TYPE:

DOMESTIC CORPORATION

JURISDICTION: CALIFORNIA

STATUS:

ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify:

The records of this office indicate the entity is authorized to exercise all of its powers, rights and privileges in the State of California.

No information is available from this office regarding the financial condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of March 25, 2015.

ALEX PADILLA Secretary of State

NLH

NP-25 (REV 01/2015)

State of California Secretary of State

S

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)
FEES (Filing and Disclosure): \$25.00.
If this is an amendment, see instructions.

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME

ARAKELIAN ENTERPRISES, INC PO BOX 60009 CITY OF INDUSTRY CA 91716-0009

2. CALIFORNIA CORPORATE NUMBER

	•	This Space for Filing Use Only		
No Change Statement (Not applica	Box address. See instructions.)			
 If there have been any changes of State, or no statement of info 	to the information contained in the last ermation has been previously filed, this in any of the information contained in the	t Statement of Information filed	entirety	
	owing (Do not abbreviate the name of the	city. Items 4 and 5 cannot be P.O.	Boxes.)	
4. STREET ADDRESS OF PRINCIPAL EXI 14048 VALLEY BLVD.		CITY CITY OF INDUSTRY	STATE ZIP CODE CA 91716	
5. STREET ADDRESS OF PRINCIPAL BUS 14048 VALLEY BLVD.		CITY CITY OF INDUSTRY	STATE ZIP CODE CA 91716	
MAILING ADDRESS OF CORPORATION PO BOX 60009	1, IF DIFFERENT THAN ITEM 4	CITY CITY OF INDUSTRY	STATE ZIP CODE CA 91716	
Names and Complete Addresses officer may be added; however, the preparation of the complete Addresses	of the Following Officers (The corporinted titles on this form must not be altered	ration must list these three officers	A comparable title for the specific	
7. CHIEF EXECUTIVE OFFICER/ SEE ATTACHED SHEET	ADDRESS	CITY	STATE ZIP CODE	
8. SECRETARY	ADDRESS	CITY	STATE ZIP CODE	
9. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE ZIP CODE	
Names and Complete Addresses director. Attach additional pages, if nece	of All Directors, including Directors essary.)	Who are Also Officers (The	corporation must have at least one	
10. NAME RON ARAKELIAN JR	ADDRESS 14048 VALLEY BLVD	CITY CITY OF INDUSTRY	STATE ZIP CODE CA 91716	
11. NAME	ADDRESS	CITY		
MICHAEL ARAKELIAN	14048 VALLEY BLVD	CITY OF INDUSTRY	STATE ZIP CODE CA 91716	
MICHAEL ARAKELIAN 12. NAME RON ARAKELIAN III	14048 VALLEY BLVD ADDRESS 14048 VALLEY BLVD			
MICHAEL ARAKELIAN 12. NAME RON ARAKELIAN III 13. NUMBER OF VACANCIES ON THE BOA	14048 VALLEY BLVD ADDRESS 14048 VALLEY BLVD ARD OF DIRECTORS, IF ANY:	CITY OF INDUSTRY CITY CITY OF INDUSTRY	CA 91716 STATE ZIP CODE CA 91716	
MICHAEL ARAKELIAN 12. NAME RON ARAKELIAN III 13. NUMBER OF VACANCIES ON THE BOA Agent for Service of Process If the address, a P.O. Box address is not acceertificate pursuant to California Corporate	14048 VALLEY BLVD ADDRESS 14048 VALLEY BLVD AND OF DIRECTORS, IF ANY: e agent is an individual, the agent must resisteptable. If the agent is another corporation tions Code section 1505 and Item 15 must be	CITY OF INDUSTRY CITY CITY OF INDUSTRY ide in California and Item 15 must be to the agent must have on file with	CA 91716 STATE ZIP CODE CA 91716	
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ARAKELIAN ENTERPRISES, INC. SCHEDULE OF OFFICERS

Name	Office	Address
Ron Arakelian, Jr.	Chief Executive Officer	14048 Valley Blvd., City of Industry, CA 91746
Michael Arakelian	Secretary	14048 Valley Blvd., City of Industry, CA 91746
Ron Arakelian, III	Executive Officer	14048 Valley Blvd., City of Industry, CA 91746
Greg Loughnane	President	14048 Valley Blvd., City of Industry, CA 91746
Kevin Hanifin	Chief Financial Officer	14048 Valley Blvd., City of Industry, CA 91746
Tim Powell	Chief Operating Officer	14048 Valley Blvd., City of Industry, CA 91746
Gary Clifford	Executive Vice President	14048 Valley Blvd., City of Industry, CA 91746
Dan Edwards	Executive Vice President	14048 Valley Blvd., City of Industry, CA 91746





Section Five Experience

Background

Arakelian Enterprises, Inc., dba Athens Services has been providing solid waste collection services in Los Angeles County since 1958. Over those last five decades, Athens has grown to the largest independent waste company in Los Angeles County. Athens is a fourth generation, family owned business. Three generations are actively involved in all aspects of the company's business. This provides great continuity and commitment that sets Athens apart from its competitors.

Athens Services has been providing street sweeping services since 1987. Athens clearly understands how to deliver high quality street sweeping service. We have audited every mile of the County streets prior to preparing this proposal to make sure that we are prepared to delivery for the County of Los Angeles.

We have the equipment and the manpower to add streets or do additional work as requested by the Public Works Director or his designee, including special events such as parades or community celebrations.

Our drivers are well trained to begin with, of course, but we take training even further by maintaining a weekly schedule of ongoing training in the proper operation of the equipment, proper safety techniques, and keep them current with any new pertinent information affecting their work. Drivers are trained to make as many passes as is required to deliver high-quality results. They are all professionally uniformed, name-tag identified, licensed, insured, and are skilled and experienced and will report any extraordinary service situations including low hanging tree limbs or other obstructions that prevent normal sweeping operations.



Our fleet is fully compliant with SCAQMD Rule 1186. We maintain adequate spare equipment inventory so that rare equipment failures are quickly addressed by dispatching spare equipment to the scene where necessary. We maintain a pool of spare drivers which assures that we will always have the necessary manpower to complete each day's assignments.

Athens Services will not be using any subcontractors in the performance of this contract in order to maintain our usual high level of quality control. Our proposal allows the County to enjoy very competitive pricing due to our knowledge, infrastructure, experience, and familiarity with the County's residents, businesses, and government.

Organization

The person responsible for the administration of our contracts with the County is Gary M. Clifford, Executive Vice President. His resume, as well as those of other key members of the Athens Services team follows at the end of this section.

Athens Services 24 hour Management Team Contact Information

Name	Title	E-Mail	Phone	Role
Gary M.	Executive Vice	gclifford@athensservices.com	(626)	Provide executive
Clifford	President		934-	sponsorship, provide capital,
			2619	ensure all goals are met.
				Over 20 years of experience.
William	General	wwilson@athensservices.com	(626)	General Manager responsible
Wilson	Manager		934-	for the service to the County
			4696	of Los Angeles.
				Over 20 years of experience.
Tommy	Franchise	touzoonian@athensservices.com	(626)	Coordinates Athens Public
Ouzoonian	Division Sales		934-	Relations efforts with
	Manager		4664	Sweeping Operations to
				assure contract compliance
				and excellent service.
				Over 22 years of experience.
Cesar Ortiz	Street	ortiz@athensservices.com	(626)	Responsible for the County of
	Sweeping		934-	Los Angeles from the
	Operations		4691	Operations aspect. He will
	Manager			make sure that our service
				exceeds the County's
				expectations.
				Over 10 years of experience.
Evelyn	Customer	ecornejo@athensservices.com	(626)	Manages the Customer
Cornejo	Service		934-	Service Department.
	Manager		4606	Over 20 years of experience.

GARY M. CLIFFORD EXECUTIVE VICE PRESIDENT

CURRENT RESPONSIBILITIES

Responsible for all of the municipal franchise operating divisions including collection, transfer, recycling, street sweeping, and disposal services. He directs the day to day operations, customer service, sales, and equipment maintenance areas. As the Executive Vice President, he oversees the company business strategies and development of new business opportunities along with compliance of all existing contracts and ventures and responsible for numerous hauling and street sweeping operations.

EXPERIENCE

Extensive senior management experience and leadership including researching, evaluating, capital project management, negotiating, and resolving complex managerial projects. His background includes many years spent with Warner Media Services, a division of AOL/Time Warner, and also as an Instructor at Azusa Pacific University, School of Business and Management. Gary also has expertise in the development of effective Customer Service and Marketing Departments.

Additionally, he has over 15 years of experience working with state and local governments, including development of public policy and procedure. He has worked with a broad array of public officials at state, local, and federal levels and has developed key relationships.

EDUCATION

- Master of Arts Degree (MAOM) in Organizational Management, Azusa Pacific University
- ➤ Bachelor of Science Degree (BS) in Applied Management, Azusa Pacific University.

<u>WILLIAM WILSON</u> GENERAL MANAGER

CURRENT RESPONSIBILITIES

As General Manager, he has day to day operational responsibilities for the division comprised of a fleet of over 150 vehicles and 250 employees. Duties include oversight of safety, customer service, and facility management.

EXPERIENCE

A seasoned transportation industry leader with over 20 years' experience who possesses excellent leadership, organizational, and project management skills. He has several years' experience administering contracts with City governments and manages our street sweeping fleet. He has also worked with the Federal government in the past and has over 10 years of experience executing successful municipal contract transitions.

EDUCATION

- ➤ MBA- Pepperdine University
- ➤ BA-Political Science University Of California Riverside

TOMMY OUZOONIAN

FRANCHISE DIVISION SALES MANAGER

CURRENT RESPONSIBILITIES

Responsible for developing new and enhancing existing relationships with local municipalities in regard to street sweeping. In recent years his experience includes developing the company's successful responses to RFP's for the Cities of Newport Beach, Villa Park, San Marino, Azusa, Covina, San Gabriel, Monterey Park, LA County-Rowland Heights, Pomona, San Fernando, and others. Additionally, he works closely with chambers of commerce, colleges and school districts, and various business and community leaders.

EXPERIENCE

Over 22 years with Athens Services. Experience includes management of the Sales Department and Planning Department and has worked on many vital special projects including acquisitions. He will develop the Public Education materials for the County of Los Angeles, if required.

INDUSTRY ACTIVITIES

- > Frequent presenter at community organizations throughout Southern California
- > Guest lecturer at local colleges and school districts and large commercial customers

EDUCATION

California State University at Fullerton

CESAR ORTIZ

STREET SWEEPING OPERATIONS MANAGER

CURRENT RESPONSIBILITIES

As the street sweeping Operations manager, he oversees the day-to-day sweeping operations in two Counties. He is responsible for keeping and maintaining quality service, customer relations, up to date employee's files, accident investigation and reporting, conducts safety meetings and trains drivers on safe driving techniques. Maintains regular contact with City and County Staff to assure contract compliance and acts as the city liaison to make sure all City and County goals are met.

EXPERIENCE

A true industry professional, he joined Athens in 2006 and brings extensive operational management experience to the team. Cesar is an excellent team motivator and is fluent bilingual English/Spanish, spoken and written, drug and alcohol abuse training certified, and accident investigation trained and certified.

EVELYN CORNEJO

CUSTOMER SERVICE MANAGER

CURRENT RESPONSIBILITIES

Evelyn manages the daily activities of all customer service personnel. She prepares customer/resident inquiry reports and makes sure that all supervisors and managers are informed and able to respond to our customers' special needs. Evelyn is responsible for hiring, training, and development of all Customer Service Representatives and Receptionists.

EXPERIENCE

Evelyn has over 20 years' experience in the industry and has worked on many vital projects to improve the quality of our service. Specifically, she has continued to maintain our 50 year tradition of answering the phone personally without the use of an automated system that frustrates so many. Her staff of over 3 dozen well-trained professionals keeps Athens as the leader in customer service in our industry.

Minimum Mandatory Requirements for Street Sweeping Services



Athens Services has been providing refuse removal and recycling services in Southern California for over 50 years. We are family-owned and operated, offering a variety of state-of-

the-art services, including automated waste collection, mixed-waste material recovery and recycling, green waste recycling, organics collection and processing, and, of course, street sweeping services.

Over those last five decades, Athens has grown to be the largest independent waste company in Los Angeles County and one of the largest street sweeping companies. Athens is a fourth generation, family owned business. Three generations are actively involved in all aspects of the company's business. This provides great continuity and commitment that sets Athens apart from its competitors.

Athens Services has been providing street sweeping services for over 28 years. Currently, 27 municipalities in Los Angeles and Orange Counties have made the decision to have their street sweeping services managed by Athens Services and they are glad they did. Most of these contracts are long-term agreements demonstrating that the jurisdictions want us to continue to

provide high quality, cost effective service! When it comes to street and parking lot sweeping, Athens has unmatched dedication, resources, and experience in Southern California. Our



experience in street sweeping began in 1987 in the City of Temple City, <u>a contract that we still service today</u>. Since that time, we have added more cities because we clearly understand how to deliver high quality street sweeping services.

We work hard to improve efficiencies and make sure that our service is transparent to your residents and businesses. We have the most technologically advanced software, the best management and staff, and the best equipment.

Athens provides street sweeping services to over one million residents and businesses in Southern California. As an overview, we currently have exclusive service agreements for street sweeping with the municipalities illustrated below. As requested by the County, specific information regarding our contracts are located on Forms PW-6. For your convenience, several letters of reference follow.

AGOURA HILLS Agoura Hills	Azusa	Cerritos	County of LA Road District	County of LA Rowland Heights	County of LA Sanitation District	Covina
Glendora	Hermosa Beach	IRWINDALE Irwindale	Lake Forest	Manhattan Beach	Monrovia	Monterey Park
Newport Beach	Palos Verdes Estates	Placentia	Pomona	Rosemead	San Fernando	San Gabriel
San Marino	Santa Ana	Sierra Madre	South El Monte	South Pasadena	Temple City	



City of Manhattan Beach Public Works Department

Phone: (310) 802-5300 FAX: (310) 802-5301 TDD: (310) 546-3501

To Whom It May Concern,

Athens Services has been providing street sweeping services to the City of Manhattan Beach since September 1, 2011. Although they have only been servicing the City for a short time, I have been impressed with the smooth roll out and attention to customer service. Typically, the first few weeks of new contract implementation can be a chaotic and confusing affair. I was pleasantly surprised by the amount of work put in ahead of time by Athens Services to ensure a smooth service transition.

Our current contract has stipulations requiring that all debris be weighed at the time of diversion, including monthly reports and weight tickets. Additionally, there are stringent inspection and reporting requirements for any issues encountered on the streets or parking lots included within the scope of the current contract. Athens Services regularly reports low hanging branches from noncompliant trees, broken curbs, missing or damaged bumper stops, and graffiti within our parking facilities. These reports assist us in reducing our liability exposure and help ensure we deliver quality services to our residents

Any customer issues that have arisen, real or perceived, have been dealt with the same day, usually within the hour. The field supervisors assigned to our municipality will follow up face to face with our residents possible, with follow up phone calls to assure the issue has been resolved to the residents' expectations. Though their tenure with the City of Manhattan Beach has been limited, I have been very satisfied with the level of service and attention to detail they have provided to date. Please contact me directly if you wish to discuss any matters involving street sweeping in Manhattan Beach.

Respectfully

Juan Price

Maintenance Superintendent

City Yard Address: 3621 Bell Avenue, Manhattan Beach, CA 90266 Visit the City of Manhattan Beach web site at www.citymb.info



Athens Services 15045 Salt Lake Ave. PO BOX 60009 City of Industry, CA 91716

To Whom It May Concern

It gives me great pleasure to recommend Athens Services to any company or public agency. The City of San Gabriel has worked with Athens Services for many years for trash services and now for the past year we have worked with their Street Sweeping Division. In that time, they have exceeded our expectations and proven that our move to venture with a new contractor for our street sweeping needs was well worth the change.

On many occasions we have contacted our Athens Representative, Cesar Ortiz, to assist us in cleaning city streets and/or areas that were not due for normal routine service that day, on each occasion Athens Services was able to accommodate our request within a more than reasonable timeframe. Furthermore, the customer service attention we receive from our representative and up the chain of command to a corporate level is outstanding. Athens Services as a whole maintains a high degree of involvement and has effectively incorporated themselves as part of the City team.

I recommend Athens Services with enthusiasm, and when given the opportunity would recommend them to any person or entity.

Should you require any further information please do not hesitate to contact our Public Works Office

Sincerely.

Bob Bustos Interim Public Works Director MAYOR: GARY TAYLOR

MAYOR PRO TEM: STEVEN LY

COUNCIL MEMBERS: SANDRA ARMENTA MARGARET CLARK POLLY LOW



City & Rosemead

8838 E. VALLEY BOULEVARD • P.O. BOX 399 ROSEMEAD, CALIFORNIA 91770 TELEPHONE (626) 569-2100 FAX (626) 307-9218

To Whom It May Concern,

Last year, the City of Rosemead approved a 5-year agreement with Athens Services to provide citywide street sweeping services. Since starting these services, the City has been very satisfied with the quality of these services as well as the professionalism demonstrated by Athens' team and approach to working in the community.

As part of the agreement, Athens sweeps residential areas on a weekly basis and commercial areas twice weekly. Athens also utilizes clean fuel equipment in street sweeping services, helping to meet air quality requirements and also demonstrate the City's commitment to environmental responsibility. During its tenure in Rosemead, Athens has also been a strong community partner, participating in the City's annual Public Works Week events, City special events, and local community affairs.

It should be noted that Athens also provides extremely competitive rates for street sweeping services. These rates have resulted in significant savings in operations and maintenance costs for the City.

The City looks forward to a long-lasting, productive working relationship with Athens Services. I would strongly recommend them for street sweeping services.

Please feel free to contact me at (626) 569-2118, if I can be of further assistance.

Sincerely,

CHRIS MARCARELLO Director of Public Works City of Rosemead Mayor .
JOSEPH V. AGUIRRE

City Administrator TROY L. BUTZLAFF, ICMA-CM



Councilmembers:
SCOTT W. NELSON
CONSTANCE UNDERHILL
GREG SOWARDS
JEREMY B. YAMAGUCHI

481 East Channas Avenue - Plecentie, California 92870

To Whom It May Concern:

This letter is to provide reference information for Athens Services. The City of Placentia switched from an in-house street sweeping operation to contract street sweeping services provided by Athens Services in September of 2009.

We have found Athens Services to consistently perform their duties with the utmost of professionalism. Every step of the transition has been smooth and effective. From route planning to customer service we are overwhelmingly pleased with the performance of Athens staff and equipment.

It is without reservation that I am able to say, "Athens Services has clearly exceeded our expectations in their performance of street sweeping services for the City of Placentia."

Sincerely,

Steve Drinovsky
Director of Public Works
City of Placentia

City of Placentia, Department of Public Works and Engineering (714) 993-8131

Recycled Paper



CITY OF NEWPORT BEACH

GENERAL SERVICES DEPARTMENT

Mark Harmon, Director

To Whom It May Concern:

On April 27, 2010, the Newport Beach City Council approved a 10-year agreement with Arakelian Enterprises (dba Athens Services) to provide citywide street sweeping services. Prior to this agreement, City staff and equipment provided street sweeping for our community. The contracting out of this service to Athens has resulted in a significant reduction in personnel and equipment costs.

To provide for a smooth transition from City to contractor provided service, we decided on a phased approach rather than a city-wide start date. The City's sweeper routes were divided into five sections, with Athens to start a new section every three to four months depending on their performance in each area. The contract also allows Athens to park and fuel their CNG clean air powered sweepers at the City Corporation Yard.

To date, we are ahead of schedule in phasing in the different sections of the City due to a smooth transition and the good work by the Athens sweeping crew. The change to a private contractor has gone relatively unnoticed by our residents. The routes have been completed in a professional, timely manner with new equipment that is kept clean and well maintained. We anticipate a continued positive working relationship as we move forward on transitioning the remaining sections of the City to Athens sweepers.

Please feel free to call me at (949) 644-3055 if you have any questions.

Sincerely,

Mark Harmon, Director

General Services Department

3300 Newport Boulevard · Post Office Box 1768 · Newport Beach, California 92658-8915 Telephone: (949) 644-3055 · Fax: (949) 650-0747 · www.city.newport-beach.ca.us



To Whom It May Concern;

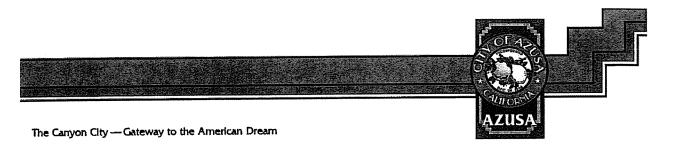
The City of Irwindale has recently retained Athens Services to perform its city-wide street sweeping. We have found their street sweeping services to be excellent and thorough. Additionally, their staff is professional and expeditious in addressing any and all emergency requests, questions or concerns the City has had with regard to street sweeping.

The City of Irwindale is truly satisfied with the street sweeping services provided to us by Athens Services.

kwok Tam

Director of Public Works





RE: Letter of Recommendation

To Whom It May Concern:

It is with pleasure I write this letter of recommendation for Athens Services. Athens Services has provided outstanding street sweeping services for the past 6 years. Furthermore, Athens was instrumental in a seamless transition from bi-weekly to weekly street sweeping. In order to execute this change, there were various proposals considered that required significant logistical analysis, so the changes in place would have minimal impact on our residents' parking convenience. We signed residential streets and created a partnership between our Police Department and Athens' to ensure consistency in this politically sensitive transition.

Athens is responsive and provides timely resolutions to resident complaints and special request from the City.

If you have any questions, feel free to contact me at 626-812-5248.

Thank you.

Tito Haes

Public Works Director/Assistant City Manager



OFFICE OF THE CITY MANAGER

CITY OF GLENDORA CITY HALL

(626) 914-8201

116 East Foothill Blvd., Glendora, California 91741 FAX (626) 914-8221 city_manager@ci.glendora.ca.us

To Whom It May Concern:

The City of Glendora has contracted with Athens Services since December 1, 2006 for street sweeping services. They have operated this service with the same high level of professional and customer service standards that they are known for with their solid waste services.

Our streets are cleaned on a regular schedule and we receive substantially less complaints now than when we did the service with our own crews. Additionally, the savings from contracting with Athens has been remarkable for our financial bottom line. Their management team is very responsive and they are willing to work with us on any issues or suggestions that we may have.

I would recommend any city considering contracting out street sweeping or seeking bids to give the strongest consideration to Athens Services' proposal. I am sure you will not be disappointed in a decision to bring Athens Services on board.

If you should have any questions, please feel free to call me at (626) 914-8201.

Sincerely,

Chris Jeffers City Manager

PRIDE OF THE FOOTHILLS





Section Six

Work Plan

NOTE: Since this SOQ does not provide for a specific area to be serviced, we are presenting the work plan we submitted in 2012 for the Rowland Heights and Road District 119/519 areas. These plans are typical of what we have submitted in the past and since we were awarded these areas, it is self-evident that our work plan is acceptable to the County.

Athens Services has carefully reviewed all the LA County RFP material thoroughly, including all addendums, we conducted a physical review of all the streets, and this information has been entered into our routing data base, and can ensure that we will comply with the County's sweeping schedule for Rowland Heights and the Road District of 119/519. We have provided a plan for alternative day - weekly sweeping.

Athens Services will be conducting all operations for Rowland Heights and Road District 119/519 from an existing Athens operations yard located at 5355 N Vincent Ave Irwindale, CA. Such a close proximity to the service area allows us to manage equipment and personnel resources for the highest quality and most responsive service.

Athens will be providing the following services for both Rowland Heights and Road District 119/519

- We have a pool of experienced sweeper drivers with over three years of experience (we only use full time employees); which are cross trained to ensure service consistency for vacations, jury duty, sick days, etc.
- We have redundancies in back up equipment, and operate other sweeper routes that can be utilized in case of break down or delays.
- Equipment used to conduct sweeping operation will consist of a Tymco Regenerative Air (600 BAH) sweeper which will be used in conjunction with spraying of water to minimize unsettling dust. In addition the driver will be supplied with a manual push broom and shovel to clean/sweep areas such as narrow cul-de-sacs, median noses and portions of left-turn pockets.
- The driver is equipped with a small blower for blowing debris to be picked up by the sweeper truck.

- Sweep/clean all leaves, paper, dirt, rocks, glass, bottles, cans, and other debris from paved alleys, and curbed medians within specified area on a weekly basis.
- Sweeping will be conducted by a trained fulltime Athens Services driver whose duties will include but not be limited to; single pass sweeping at a rate no greater than 6 miles an hour of each side of all streets adjacent and parallel to the curb face including curb returns and cross gutters at all intersecting streets.
- Median sweeping; in areas where raised medians are present driver shall sweep each side of median adjacent and parallel to median curb face.
- Painted median sweeping; in areas where painted medians exist, driver shall sweep the entire area within the painted median using both gutter brooms simultaneously.
- Alley sweeping shall consist of sweeping each side to the alley adjacent and to the right of the flow line of the alley at speed of no more than 6 miles per hour.



- Athens Services will furnish all water necessary for sweeping operations.
- Curbed areas that cannot be swept will be hand cleaned.
- Athens employee shall conduct all activities and operations within the confines of public roadways and will not enter private property for any reason without written permission from owner.
- Athens Services shall assign an Area Supervisor (qualified quality control inspector) to
 oversee sweeper operation and communicate all conditions and issues to Contract Manager as
 soon as condition is identified, such issues will include but not be limited to fallen trees,
 obstructed roadways or alleys, low overhanging branches, abandoned vehicles and large
 potholes. The sweeper driver will have a Nextel digital radio to communicate any of these
 issues to his supervisor.
- We will provide the County the GPS information as indicated in section R of Exhibit A



Our drivers are well trained to begin with, of course, but we take training even further by maintaining a weekly schedule of ongoing training in the proper operation of the equipment, proper safety techniques, and keep them current with any new pertinent information affecting their work. Drivers are trained to make as many passes as is required to deliver high-quality results. They are all professionally uniformed, name-tag-identified, licensed, insured, and are skilled and experienced and will report any extraordinary service situations including low hanging tree limbs or other obstructions that prevent normal sweeping operations.

In order to ensure there is an ample pool of qualified employees to manage a large service area, driver trainees are hired and trained on the use of all vehicles and moved to a permanent driving position based upon completion of all training, comfort level in their position, qualifications, etc.

Athens Services is committed to providing a safe and healthy work environment for our employees, citizens, and anyone who may be affected by the services that Athens will be providing. Athens Services initiates and maintains complete accident prevention and safety programs. Each individual from top management to the working person is responsible for the health and safety of those persons in their charge and co-workers around them.

By accepting mutual responsibility to operate safely, everyone contributes to the well-being of all personnel. Each employee is given a safety orientation by their supervisor or lead personnel prior to the start of work.



The orientation covers a variety of items such as programs mandated by CAL-OSHA (Hazard communication, injury and illness prevention program, accident prevention, etc.)

Our street sweepers driving records are impeccable and there have been no significant claims or incidents. We are enrolled in the DMV Pull Notice Program which notifies us of any incidents that impact the driver's licenses of our staff. Additionally, our street sweeping fleet has no issues or citations from CAL-OSHA.

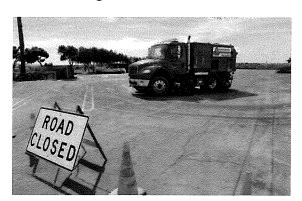
Street Sweeping Emergency Preparedness Procedure

- 1. Specific designated emergency response street sweeping vehicles in each local geography are fueled and ready at the end of every shift.
- 2. City officials are given an emergency response phone number where they leave a voice message. The voicemail is distributed via email to the management team assigned to this distribution list.



- 3. One or all members of the management team returns the phone call to the city official requesting the response to an emergency within 15 minutes.
- 4. The Area Supervisor dispatches the designated on-call driver to drive to the facility where he picks up the designated emergency response sweeper truck. On call drivers are available to respond to all calls and are required to be at the facility within 20 minutes of initial call.
- 5. To assure quality control, the driver reports to Area Supervisor his time of arrival to the facility, his time of departure from the facility, and his time of arrival to the emergency location.
- 6. The Area Supervisor keeps in constant contact with city official throughout the response process updating the official every 20 minutes as to the progress of the driver.

- 7. Upon arrival to the emergency scene the corresponding Area Supervisor notifies the Athens Services management team via email that the driver has arrived on the scene.
- 8. At the completion of the assignment requested by the City, the driver notifies the Area Supervisor that the job is complete.
- 9. Area Supervisor contacts the City official to assure that the job completed and that City expectations have been met.
- 10. Driver returns to the facility, fuels the emergency response truck, conducts post trip report, and advises Area Supervisor that the truck is parked and that he is departing from the city yard.
- 11. At the conclusion of all emergency responses corresponding Area Supervisor notifies the management team via email that the assignment is complete.



Athens Services is well-known for efforts put toward improving and preserving our environment.

Just a little few years ago, Athens trucks collected 175 tons of dead fish from the Redondo Beach harbor and transported them to our composting facility in Victorville. Athens sweepers came in behind the project to sweep and clean the harbor area, restoring it to its previous beauty.

Disposal

• Athens Services will dispose of all refuse and debris collected during sweeping to our MRF located at 14048 E Valley Blvd in the City of Industry.

We have included our own sweeper maps and a description of a typical day of the sweeper. We realize that seasonal changes will change debris volume, and have built in enough capacity to adapt to these fluctuations. By including these, we can clearly demonstrate that we understand how to provide the services that meet the customers' expectations and the requirements set forth by Los Angeles Department of Public Works for service by Athens Services beginning on day one.

Typical Sweeper Route Description

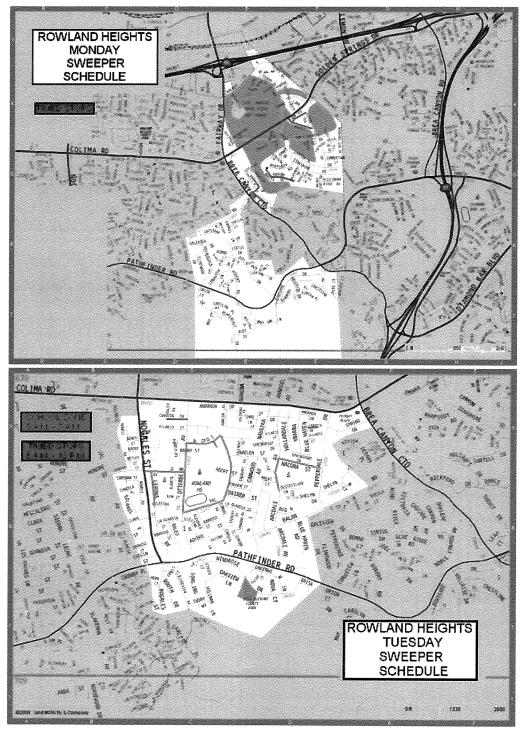
Step	Activity
1	Driver will arrive at 5355 N Vincent Ave (Vincent Yard) and clock in at 3:30am
2	Check in with dispatch and receive Nextel radio, route/stop service sheet and any work orders
3	Conduct pre-trip inspection of the vehicle
4	Drive to beginning of route, of specified service day area
5	Driver will engage top vacuum motor, lower rotating sweeper brushes and engage water distribution system
6	Driver will disengage vacuum and water supply. Lift sweeping brushes. Park vehicle, call supervisor to inform him/her that he will be taking a ten minute break
7	Driver will get back into vehicle call supervisor and inform him/her that he will continue

	on assigned route, engage top vacuum motor, lower rotating sweeper brushes and engage
	water distribution system.
	Driver will complete sweeping of streets in specified area and will contact supervisor
8	informing him/her that he is headed for the Material Recovery Facility (MRF).
9	Driver will disengage vacuum and water supply. Lift sweeping brushes. Drive to MRF.
10	Driver will arrive at MRF, weigh-in vehicle and provide origin of refuse
1.1	Driver will wait for clearance to enter MRF, once inside driver will be directed to
11	specific area to dump contents of vehicle
12	Driver will open back door, dump entire contents of vehicle
	Upon completion of dumping process driver will move vehicle to designated clean out
13	area where he will clean hopper, driver will practice lockout/tag out procedures when
	cleaning out hopper area
14	Driver will drive out of MRF, fill vehicle with water. Driver will contact supervisor to
	inform of load size
15	Driver will take 30 minute lunch break
16	Driver will arrive at designated service area and engage top vacuum motor, lower
	rotating sweeper brushes and engage water distribution system
17	Driver will disengage vacuum and water supply. Lift sweeping brushes. Park vehicle,
	call supervisor to inform him/her that he will be taking a ten minute break
1.0	Driver will get back into vehicle call supervisor and inform him/her that he will continue
18	on assigned route, engage top vacuum motor, lower rotating sweeper brushes and engage
	water distribution system
19	Driver will complete sweeping of streets in specified area and will contact supervisor
20	informing him/her that he is headed for the (MRF).
20	Driver will arrive at MRF, weigh-in vehicle and provide origin of refuse
21	Driver will wait for clearance to enter MRF, once inside driver will be directed to specific area to dump contents of vehicle
22	Driver will open back door, dump entire contents of vehicle
	Upon completion of dumping process driver will move vehicle to designated clean out
23	area where he will clean hopper, driver will practice lockout/tag out procedures when
23	cleaning out hopper area
	Driver will drive out of MRF, fill vehicle with water. Driver will contact supervisor to
24	inform of load size and drive to Vincent Yard
25	Driver will drive to Vincent Yard, fuel vehicle
	Upon arriving at the Vincent yard driver will complete post trip inspection of vehicle,
26	turn in copy of inspection report to maintenance department.
27	Driver will proceed to dispatch and turn in all completed work orders, VCR (vehicle
27	condition report), Nextel radio, signed route map and clock out.
-	<u> </u>

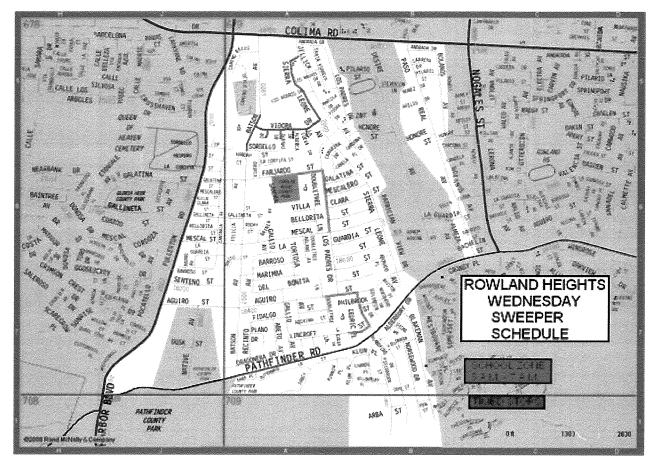
Rowland Heights - Weekly

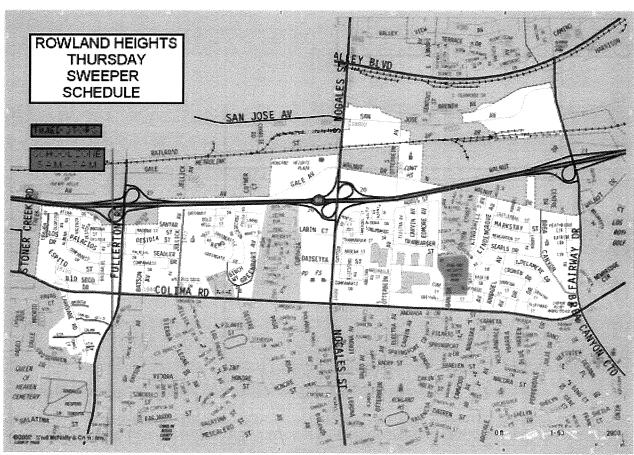
We will assign one full time driver and an alternative fuel (LPG) Tymco Regenerative Air (600 BAH) sweeper to this route. The driver will be fully trained on the route structure and the operation of the vehicle.

The driver will arrive to work at 03:30 AM, conduct the required pre-trip inspection, and depart at 03:45 AM. Our routing schedule prioritizes the main highways, the school and commercial areas prior to 7 AM, residential streets after 7 AM, and multi-unit residential areas after 8 AM.

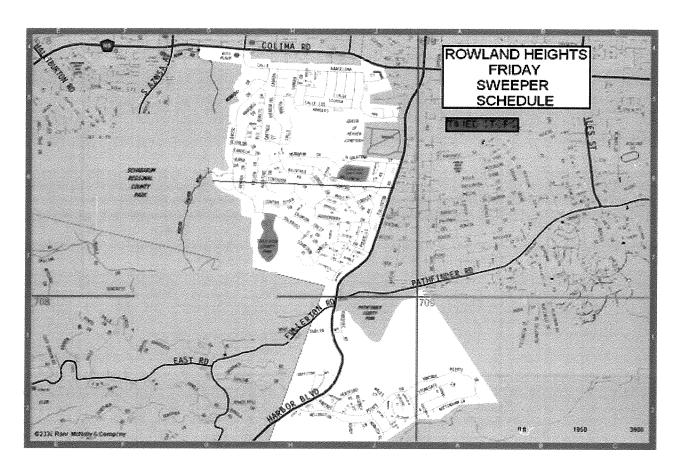


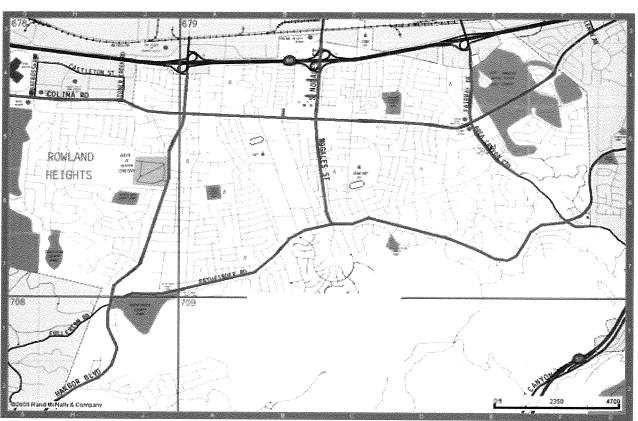
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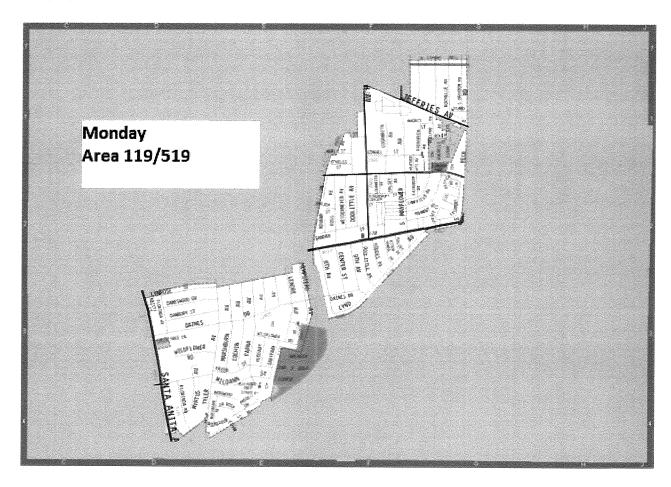
Page 30 of 70

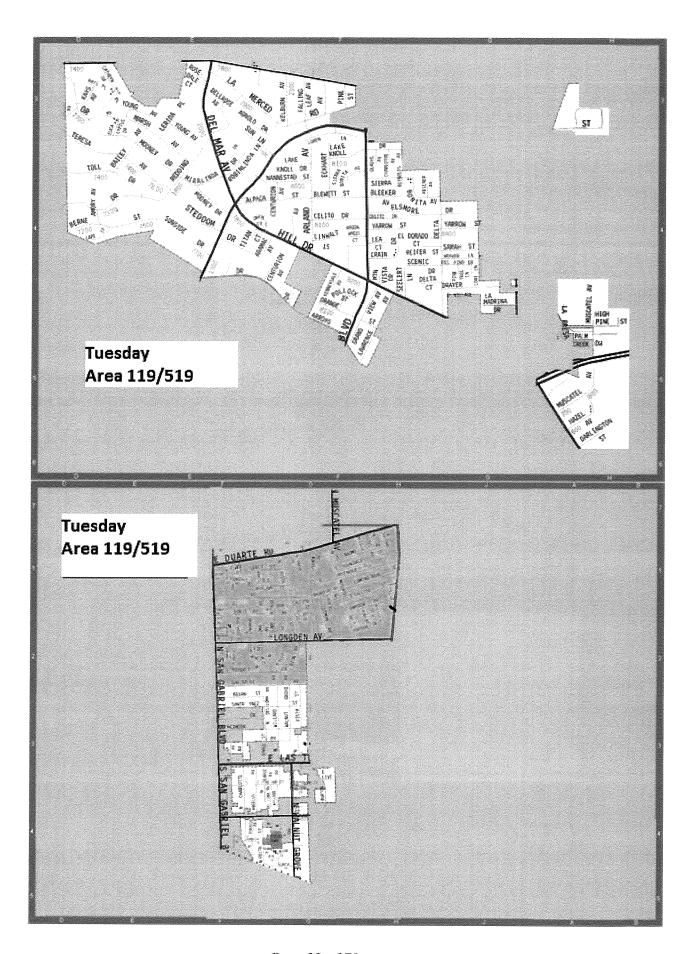
Road District 119/519 – Weekly (Alternative Day Sweeping)

We will assign two full time drivers and two alternative fuel CNG or LPG) Tymco Regenerative Air (600 BAH) sweepers to these routes. The drivers will be fully trained on the route structure and the operation of the vehicle. The drivers will be used in other capacities to ensure their full time status.

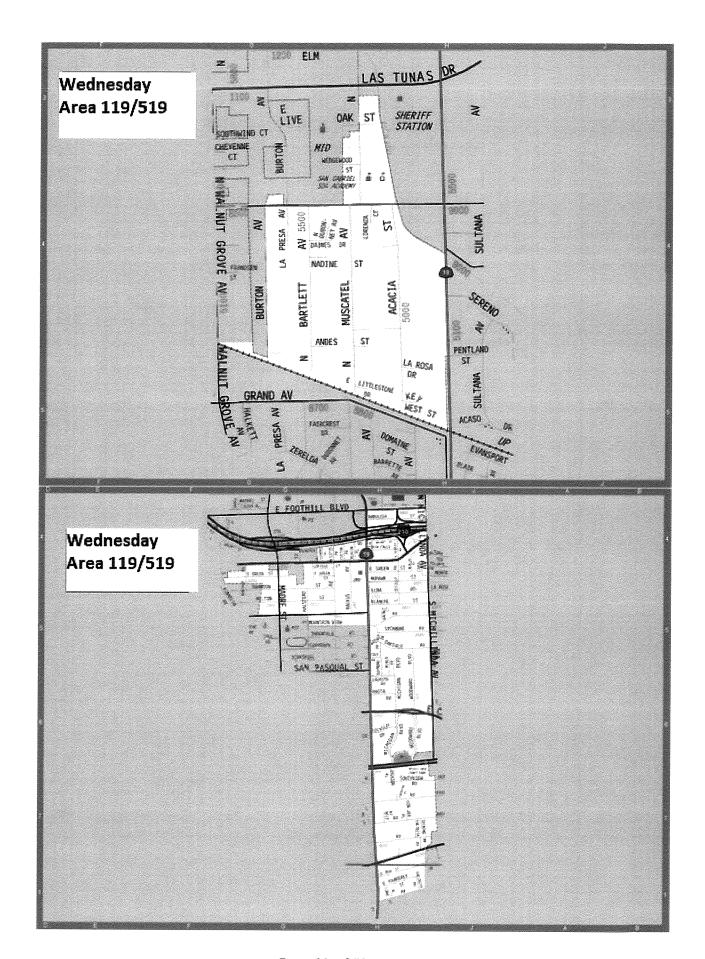
The drivers will arrive to work at 05:00 AM, conduct their required pre-trip inspections, and depart at 05:15 AM. Our routing schedule prioritizes the main highways, the school and commercial areas prior to 7 AM, residential streets after 7 AM, and multi-unit residential areas after 8 AM. We acknowledge the parking (time) restrictions in South San Gabriel, and have incorporated them into our routing plan.

We have included the maps of our service schedule for the East Pasadena, Arcadia, and South San Gabriel below.

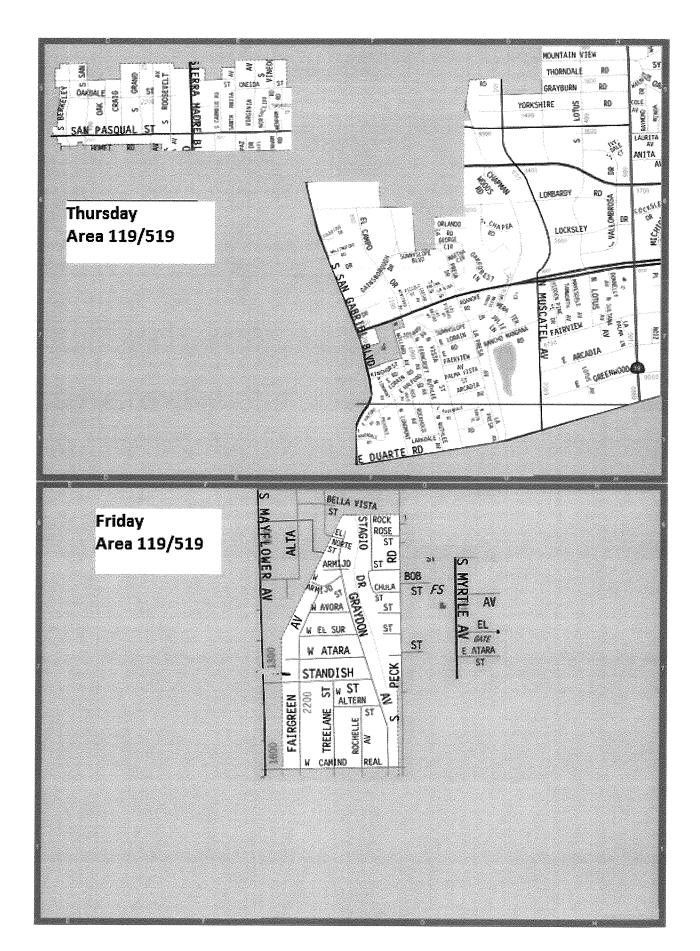




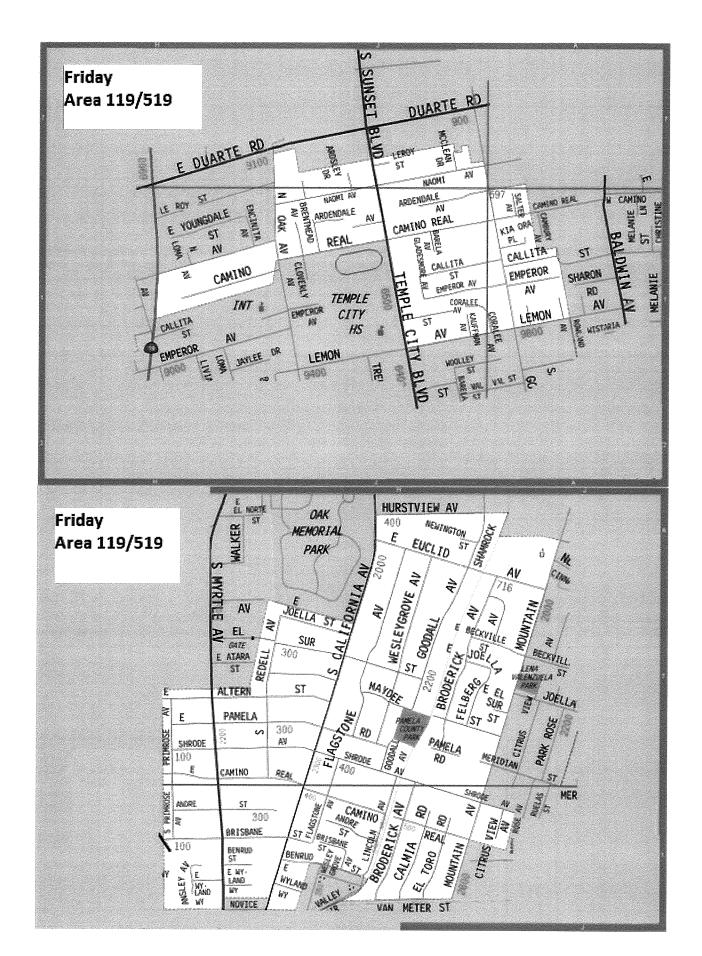
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Section Seven

Quality Assurance Program

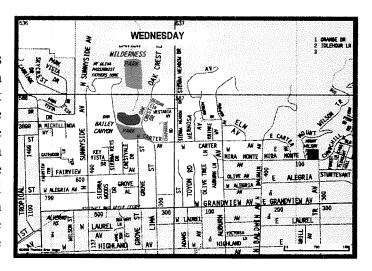
Overview

Athens maintains a three-prong quality assurance program; combined they ensure all service requirements are met and customer satisfaction levels are maintained. Each area is designed to be self-sustaining, and cross checked by management to ensure compliance. The three-prongs of our quality assurance program include the area supervisor, fleet maintenance, and customer service.

Policies, Procedures, and Inspection Fundamentals

Area Supervisor

Every route operated by Athens an experienced supervised by Supervisor ("Qualified Inspector") that works in the field to ensure all services are completed, and any follow up issues are resolved in a timely manner. The Area Supervisor is in direct contact with the maintenance group in case of a mechanical breakdown. The Area Supervisor is in direct contact with our customer service group, so all service inquires receive personal attention. Other duties assigned:



- We utilize a daily route map to ensure all streets, medians, alleys, and cul-de-sacs are swept. (See example to the right.) The supervisor will inspect these areas on a daily basis, and correct any defects.
- On a weekly basis the supervisor will trail the route to ensure proper and safe operation of the equipment, and will document his observations.
- Athens will utilize the Teletrac Fleet Director GPS System to monitor the day to day operation of the sweepers which will meet all of the requirements Exhibit A, Section W. (The specifications can be found in Section Eighteen of our proposal.) Teletrac will monitor all aspects of the sweepers operation from the brooms up or down to speed and direction. Teletrac has many features to help better manage street sweeping by real-time tracking of all vehicles in the fleet from the computer desktop. Some advantages of this system are:

- ➤ Powerful software configuration options that allow immediate customization such as setting up authorized and unauthorized zones and times and vehicle speeds to trigger exception alerts and reports. (As an example, exception alerts and reports tell us when the driver exceeds 6 MPH or is stopped longer than 30 minutes.)
- > State of the art, integrated mapping with satellite images and overlays of routes and destinations providing unprecedented detail for avoiding errors.
- > Detailed reporting to help monitor driver performance, vehicle use, and productivity.
- > Teletrac Fleet Director confirms that 100% of each route is completed each day.

Fleet Maintenance

We maintain adequate equipment inventory so that rare equipment failures are quickly addressed by dispatching spare equipment to the scene where necessary. As mentioned earlier, we maintain a pool of spare drivers which assures that we will always have the necessary manpower to complete each day's assignments.

Every Athens truck is inspected a minimum of twice per day; each driver performs a pre-trip and post-trip daily. The inspection is documented on a Driver Vehicle Inspection Report (DVIR); the 3-part form is distributed daily to the fleet maintenance supervisor, the Area Supervisor, and the truck file.



Any necessary repairs are completed that night, or the truck is replaced by a spare truck until the repairs are completed. The maintenance group maintains a regular preventative maintenance schedule for all trucks to ensure maximum up (operating) time. Just in case, shop road crews are staffed during all operating hours to ensure that any mechanical problem or breakdown can be attended quickly. All employees have Nextel digital radios to maintain contact with Operations.

All road crew trucks are equipped with the tools and parts necessary to mitigate down time.

In order to ensure there is an ample pool of qualified employees to manage a large service area, driver trainees are hired and trained on the use of all vehicles and moved to a permanent driving position based upon completion of all training, comfort level in their position, qualifications, etc.

The foundation of the maintenance process at Athens Services is the preventive maintenance program. Athens has reduced the B.I.T. service interval of the standard 90 day inspection down to 30 day intervals. The preventive maintenance program service intervals are noted below:

Service Type	<u>Interval</u>	Description
PM - A	30-Days	Inspection of all "out-of-service" criteria, lubrication
PM - B	60-Days	PM – A, plus oil and filters
PM - C	360-Days	PM – A and B, plus engine tune up, transmission,
		differential, and hydraulic system service
PM - O	360 – Days	Opacity Test

The routine and daily maintenance activities in a typical Athens maintenance department are managed by a staff that includes but is not limited to; Maintenance Manager, Day Shift Supervisor, Night Shift Supervisor, Parts Clerk, and Shop Administrator. The management group's main items of focus are:

- > Department scheduling matching available headcount to equipment availability
- Repair scheduling Preventive Maintenance Inspections, Road calls, and Daily Repair Work
- ➤ Inventory / repair controls Ensure that expenses are charged to the proper unit and system allowing system and / or unit analysis and proper corrective action
- ➤ Mechanic Training
 - Annual brake training (air brakes)
 - Tire service training
 - Monthly safety (meetings and training)

Proper management of the focus areas ensure that all Athens Services vehicles meet or exceed all Federal, State and Local mechanical and safety requirements.

Driver Vehicle Inspection Reports (DVIR):

The maintenance department at Athens Services utilizes a truck to mechanic / welder ratio of approximately 8 to 1 to ensure that we are adequately staffed to handle repair work that is generated from driver's vehicle inspection(s). The D.V.I.R. process requires that the driver conduct a thorough pre-trip / post-trip inspection and provide the maintenance supervisor a copy of his report (day shift and night shift supervisors are on duty and drivers are aware that they are available for direct communication). The maintenance supervisor assesses the repair priority (Priority #1, #2, or #3), determines if the vehicle requires immediate attention, and delegates the repair to a mechanic or welder of an adequate skill level to complete the needed repair.

Training and Safety

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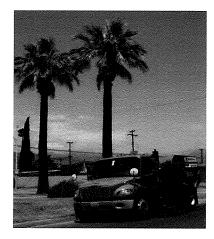


Our drivers are well trained to begin with, of course, but we take training even further by maintaining a weekly schedule of ongoing training in the proper operation of the equipment, proper safety techniques, and keep them current with any new pertinent information affecting their work. Drivers are trained to make as many passes as is required to deliver high-quality results. They are all professionally uniformed, name-tag-identified, licensed, insured, and are skilled and experienced and will report any extraordinary service situations including low hanging tree limbs or other obstructions that prevent normal sweeping operations.

In order to ensure there is an ample pool of qualified employees to manage a large service area, driver trainees are hired and trained on the use of all vehicles and moved to a permanent driving position based upon completion of all training, comfort level in their position, qualifications, etc.

Athens Services is committed to providing a safe and healthy work environment for our employees, citizens, and anyone who may be affected by the service that Athens Services will be providing. Athens Services initiates and maintains complete accident prevention and safety programs. Each individual from top management to the working person is responsible for the health and safety of those persons in their charge and coworkers around them.

By accepting mutual responsibility to operate safely, everyone contributes to the well-being of all personnel. Each employee is given a safety orientation by their supervisor or lead personnel prior to the start of work.



The orientation covers a variety of items such as programs mandated by CAL-OSHA (Hazard communication, injury and illness prevention program, etc.), accident prevention, etc.

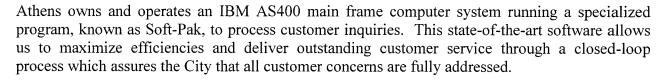
Our street sweepers driving records are impeccable and there have been no significant claims or incidents. We are enrolled in the DMV Pull Notice Program which notifies us of any incidents that impact the driver's licenses of our staff. Additionally, our street sweeping fleet has no issues or citations from CAL-OSHA.

Quality Control Documentation, Review, and Reporting

Customer Service

Athens Services is committed to providing customer service of the highest quality. The Company strives to be responsive, competent, reliable, and professional in every aspect of its business. The bottom line at Athens is that it's every employee's job to provide excellent customer service. Furthermore, we understand the County's emphasis on a smooth transition for all areas. We have over 50 years of experience in these types of transitions, and our customer service group is a critical part of our daily success.

- Our toll-free number is (888) 336-6100.
- **LIVE** Telephone coverage begins at 7:00 a.m., six days a week.
- ➤ 24 hour Message system
- ➤ 24 hour 7 days a week contact name and number for emergencies
- > Same day resolution of all inquiries.
- Multilingual staffing during all business hours. We can translate over 175 languages!
- > Area Supervisor always available to be dispatched for special requests and customer concerns.
- > Professional and courteous customer service staff.
- ➤ Proper staffing levels to handle customer concerns promptly.
- Customer Service and Billing Department telephone numbers are published on every invoice and are also located on all of our trucks and equipment. We are listed in the printed phone book and the Internet Yellow Pages and our home on the Internet is located at www.AthensServices.com.



Athens responds to complaints through an inquiry processing system. All inquiries are logged into a central computer with the following information:

- Date/Time
- Inquiry Type (i.e., service request, extra service, etc.)
- Supervisor Area
- Route Number/Truck Number

Inquiries requiring immediate action are radioed via radio directly to the Area Supervisor and truck driver. All calls are responded to by the supervisor who determines the root cause of the issue. A follow-up call is made to the customer to determine that he/she is pleased with our response. All inquiries will be responded to within the same day. The disposition of each inquiry is then logged into the computer. Daily inquiry status reports are reviewed by several members of the management team. Inquiry and disposition data is maintained for many years.



Our website, <u>www.AthensServices.com</u>, also provides for communication during and after business hours for the convenience of our customers. There is detailed information about our services, brochures and other informative publications which can be downloaded, and links to other sites to assist our citizens 24 hours per day. Customers can send us e-mail requests for information regarding any of our services.

E-mails sent during the day typically receive responses within an hour and those received after business hours receive responses very early the next day. There is also a 24-hour on-line survey that our customers can fill out which provides us with valued information that we use to continually improve our services.



Customer Service and Billing Department telephone numbers are listed in the white and yellow pages of a myriad of telephone books and on the Internet at www.AthensServices.com. We are listed in ads in the Spanish language versions of the yellow pages for the respective areas.

Inquiry and disposition data is maintained. Report selection can be made with various types of criteria including, but not limited to:

- Inquiry Type
- Date
- Inquiry Disposition
- Monthly Report
- Supervisor Area
- Route Number/Truck Number
- Driver-Call-In System A Special Proactive Service

In addition to the above described procedures, Athens' prefers to take a proactive approach to Customer Service, utilizing the "Driver-Call-In" system (DCI). In this system, we resolve many issues before the customer even realizes that there is a problem.

A sample Inquiry is shown below:

TRR010	Customer Inquiry Severity Code: 2	
Date received: 5/01/08 To do date: 5/01/08 Name of person calling: MRS Cross Account name: SAN MARINO SW Contact name: AMY (A/P) Service addr: 0000 V. SAN MARINO	Street: ** HUNTINGTON G	Complain #: 1779808 Super. area:02 Phone: 6263364242 W SAN GARRIEL Account#: 149440-000 Serv.phone 6263000780 City code: 160
Complaint type: 003 REMINDE Comment: CUSTOMER CALL IN- NO ST		RE BY NOW ***
**************************************	********	Date: 0/00/00
	required: Driver	031

Summary

The management teams of Customer Service, Sales, and Operations, as well as the ownership of the company, review reports every day of all Inquiry activities to assure that our service maintains the highest possible standards.

The teams meet weekly to discuss and review the reports and seek opportunities to continue to improve our services.





Section Eight Equipment

Form PW-20 lists several trucks currently available for service to Los Angeles County. Athens owns and operates several dozen additional vehicles throughout Southern California as part of a large fleet that is constantly maintained to the highest standards of safety, operational efficiency, and cleanliness. And we always have back-up sweepers on hand in the event of break-downs or requested extra services.



Additionally, Athens has the financial resources and expertise to acquire additional trucks, if necessary to meet any contractual requirements.

We use a variety of street sweeping vehicles, each designed to meet the needs of the task at hand. Most of the County's service areas are most efficiently serviced by

using Tymco alternative fuel (CNG or LPG) Regenerative Air (600 BAH) sweepers, pictured above. The specifications for this vehicle is located in Section Eighteen.

These trucks will sweep and clean all public streets, paved alleys, and curbed medians within the project limits. When sweeping, both gutter brooms will be down and extended. Normally sweeping will consist of a single pass, both brooms down, at a maximum speed of not more than 6 miles per hour 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 a single swept path, both brooms down on each side to the alley adjacent and to the right of the flow line or centerline of the alley. Water is used while sweeping to minimize dust.

Curbed areas that cannot be swept with power sweeping equipment, such as, but not limited to, end of alleys, gutters, narrow cul-de-sacs, median noses, and portions of left-turn pockets shall be hand cleaned if necessary. We also understand that the word "sweeping" is not limited to the use of a power broom street sweeper and includes the use of any sweeper or methodology that is appropriate to meet service standards.



Also available are our Broom Bear rear brush sweepers, pictured to the right, which are very effective for heavy clean-ups, especially where there has been construction activities or large spills.



Athens also services hundreds of parking lots throughout Southern California and one of the vehicles we often utilize for effective cleaning is the Tymco 210 vacuum sweeper, pictured to the left.

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Section Nine

Subcontractors

Athens will not be using any subcontractors.





Section Ten

Financial Resources

Please see below and also see the sealed envelope in the binder marked "Original."



14048 Valley Blvd. P.O. Box 60009 City of Industry, CA 91716-0009 Fax (626) 330-4686 (626) 336-3636

March 30, 2015

County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, California 91802-1460

RE: Proposal for Street Sweeping Services (2015-SQPA004)

To Whom It May Concern:

Athens Services has provided in the enclosed envelope marked "CONFIDENTIAL" audited financial statements for the three most current full fiscal years ending December 31, 2014, December 31, 2013 and December 31, 2012. I hereby represent and warrant that to the best of my knowledge, the information provided herein is true and complete as of the date of this proposal. I further represent and warrant there has been no material change in the financial circumstances of Athens since the date of last audited financial statements.

Each page of the financial statements is similarly marked "CONFIDENTIAL" and Athens respectfully requests that the County of Los Angeles inform the limited number of people who need to review these statements of our right to privacy and of the obligation to preserve the confidentiality of this information. I am available at your convenience to meet with the person or persons who will review the financial statements to answer their questions. Accordingly, Athens further requests that no copies be made of these statements and the originals be returned after the proposal process is complete. I may be reached at (626) 336-3636.

Sincerely,

Kevin P. Hanifin Chief Financial Officer





Eleven

Licenses and Certifications

Please see below and the pages that follow.

CALIFORNIA STATE TRANSPORTATION AGENCY

DEPARTMENT OF MOTOR VEHICLES Registration Operations Division MS G875 P.O. BOX 932370 Sacramento, CA. 94232-3700 (916) 657-8153

08/22/2014



ARAKELIAN ENTERPRISES INC PO BX 60009 CITY OF INDUSTRY, CA 91716-0009

A Public Service Agency	MC	OTOR C	ARRIER PE	RMIT			
DEPARTMENT OF MOTO Registration Operations Divis		Valid From:	09/01/2014	Valid Through:	08/31/2015		
P.O. BOX 932370 Sacrament		CA#:	CA#: 0335125				
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Pmt Date: 08/21/2014	Office #: 154		Ful	l Year			
Account #: 463213	Tech ID: DG		Corp	oration	1		
Sequence #: 0012	Amt Paid: \$830.00			1, 49			

!!!IMPORTANT REMINDERS!!!

- Your permit will expire at midnight on the 'Valid Through' date. If you do not receive a renewal notice 30 days prior to the
 expiration date, please submit an original application and check the "Renewal" box.
 Your insurance must remain valid through the term of your permit or a suspension action could occur.

- Changes to your feet are not required to be reported until your renewal.

 Changes to your business entity may require a new CA# and application for another Motor Carrier Permit.

 If you decide to no longer operate as a motor carrier of property, you must submit a 'Voluntary Withdrawal' form.

 For changes to the address, business name, officers, or authorized representative's name, please complete the 'Notice of
- Change' form. Changes during your renewal period may be submitted on your renewal application.

You may download forms from the Internet at www.dmv.ca.gov or receive further information by calling: (916) 657-8153.

California Relay Telephone Service for the deaf or hearing impaired from TDD Phones: 1-800-735-2929; from Voice Phones: 1-800-735-2922

MC 2100 M (REV. 01/2011)

A Public Service Agency



COUNTY OF LOS ANGELES

Department of Public Health - Solid Waste Program

Waste Collector Permit

2015

COMPANY ID # PERMIT FEE
VEHICLES PERMITTED EXPIRATION DAYE, 12/31/2015

\$841.00

ATHENS SERVICES PO BOX 60009

CITY OF INDUSTRY, CA 91716

CHIEF, SOLID WASTE PROGRAM



COUNTY OF LOS ANGELES

Department of Public Health - Solid Waste Program

Waste Collector Permit

2015

COMPANY ID# PERMIT FEE
VEHICLES PERMITTED
DATE OF ISSUE
EXPIRATION DATE, \$43.00 1 01/14/2015

ATHENS SERVICES P.O. BOX 60009 CITY OF INDUSTRY, CA 91716

2erado Walsord EF, SOI IP CHIEF, SOLID WASTE PROGRAM



COUNTY OF LOS ANGELES

Waste Collector Permit Under Provisions of County Ordinance Title 20

2015

ATHENS SERVICES P.O. BOX 60009 CITY OF INDUSTRY, CA 91716

COMPANY ID # PERMIT FEE VEHICLES PERMITTED DATE OF ISSUE EXPIRATION DATE zerardo Villalobis

\$0581 \$6,173.00 133 01/14/2015

CHIEF, SOLID WASTE PROGRAM



COUNTY OF LOS ANGELES

Department of Public Health - Solid Waste Program

Waste Collector Permit

2015

PERMIT FEE VEHICLES PERMITTED DATE OF ISSUE EXPIRATION DATE, \$0586 \$497.00 01/14/2015 12/31/2015

zerardo Vil CHIEF, SOLID WASTE PROGRAM



COUNTY OF LOS ANGELES

Department of Public Health - Solid Waste Program

Waste Collector Permit

2015

ATHENS SERVICES P.O. BOX 60069 CITY OF INDUSTRY, CA 91706

ATHENS PO BOX 60009 CITY OF INDUSTRY, CA 91716

COMPANY ID # PERMIT FEE VEHICLES PERMITTED DATE OF ISSUE EXPIRATION DATE,

\$4,969.00 105 01/14/2015

CHIEF, SOLID WASTE PROGRAM





Section Twelve Insurance

Please see Form PW-16 and here is a sample of our Insurance Certification.

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C	IDICATED. NOTWITHSTANDING ANY RESTRICTED IN MAY BE ISSUED OR MAY SCLUSIONS AND CONDITIONS OF SUCH	PER1 POLIC	REM TAIN, CIES.	ENT, TERM OR CONDITIO , THE INSURANCE AFFORI . LIMITS SHOWN MAY HAVE	N OF A	ANY CONTRA Y THE POLIC REDUCED BY	CT OR OTHER IES DESCRIE PAID CLAIMS	R DOCUMENT WITH RESPI	ECT TO	WHICH THIS
INSF LTR	TYPE OF INBURANCE	ADOL INSD	SUB WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	r 8	
A	X COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	s	1,000,000
	CLAIMS-MADE X OCCUR			EG6439324		03/01/2015	03/01/2016	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
								MED EXP (Any one person)	\$	25,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	5	2,000,000
	X POLICY PRO- JECT LOC							PRODUCTS - COMPIOP AGG	\$	2,000,000
	OTHER:								\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT	s	5,000,000
В	X ANY AUTO			RAD500042701		03/01/2015	03/01/2016	(Ea accident) BODILY INJURY (Per person)	\$	
	ALLOWNED SCHEDULED							BODILY INJURY (Per accident)	5	
	NON-OWNED							PROPERTY DAMAGE (Per accident)	s	
	HIRED AUTOS AUTOS							(Per accident)	s	
	X UMBRELLA LIAB X OCCUR									5 000 000
С				BE 68404980		02/01/2015	03/01/2016	EACH OCCURRENCE	s	5,000,000
•	I CLAIMS-MADE			DE 00404980		03/01/2019	03/01/2016	AGGREGATE	5	5,000,000
	DED X RETENTIONS 10,000 WORKERS COMPENSATION							NA I PER LICTH	\$	
D	AND EMPLOYERS' LIABILITY			DIMPERONATEDA		02/04/004=	03/04/0045	X PER OTH- STATUTE ER	<u> </u>	4 844
U	OFFICER/MEMBER EXCLUDED?	N/A		RWD500042601		03/01/2015	03/01/2016	E.L. EACH ACCIDENT	5	1,000,000
	(Mandetory in NH)							E L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	s	1,000,000
nee	PRINTION OF OPERATIONS A OCCUPANCY OF THE	E0 //	con	1101 Additional Description	la			0		
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	LES (A	CORE	דעד ע, Additional Remarks Schedu	ie, may b	e attached if mor	e space is requir	ed)		ļ
CE	RTIFICATE HOLDER				CANC	ELLATION				
					THE	EXPIRATION	I DATE TH	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL I Y PROVISIONS.	ANCELL BE DEL	ED BEFORE .IVERED IN
					AUTHOR	RIZED REPRESEI	NTATIVE			
					00	1,				
	To Whom it May Concern				Hard	feelen-				

ACORD 25 (2014/01)

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Section Thirteen

Record Keeping

Background

The purpose of this narrative is to provide further details regarding Athens Services payroll processes in support of the data we supplied on Form LW-9. Athens Services processes its payroll on a weekly basis in which the employees are paid every Friday for the previous week, ending Sunday. Payroll processing is performed by the Payroll Department of Athens Services using the payroll module in the Infinium Accounting Department.

Timekeeping

Athens uses Kronos, an electronic timekeeping system. The Kronos system is used to track the hours worked by non-exempt employees. The Kronos system requires the users to swipe a card to log their daily start and end times as well as the start and end times of each daily lunch breaks. Time data for each employee is accumulated in the system.

Supervisors are to validate employee times on a daily basis and if necessary may generate a report listing to view actual time recorded from the prior day. All hours must be complete and confirmed by 9:00 am each Monday morning.

Payroll Processing

Time data from confirmed KRONOS time reports are automatically uploaded into the Infinium Payroll system. The only manual entries entered are for current or previous week adjustments (missing hours), vacation pay, and bonus pay.

Once all employee time data is entered into the payroll system, a "Payroll Trial Register" report is printed. The report details total payroll by employee name, hours worked, amount to pay each employee, and the total payroll for the pay period. The payroll system also generates a



total payroll for the pay period. The payroll system also generates a "Payroll Trial Register Exception Report" which lists unusual items for payroll personnel to review. Such unusual items might be:

- Employees who will not be receiving a pay check for the period.
- Hourly rate overrides
 Rate overrides apply to instances where an employee received a pay rate increase during
 the pay period; however, the payroll system may not have been updated. Payroll personnel

will enter the employee's pay based on the new rate. The system will detect the difference and display the exception.

After the Payroll Dept staff has reviewed, acknowledged and recorded any necessary adjustments as listed on the "Payroll Trial Register", the same report will be rerun reflecting the final amount of payroll for the period.

Deductions

Deductions from an employee's gross pay can include any of the following;

- FIT Federal income tax
- SIT State income tax
- FICA -6.2% of taxable wages
- Medicare 1.45% of taxable wages
- SDI .60% of taxable wages up to the first \$7,000 of wages, rate is subject to change annually.
- Medical Insurance Premiums Company coverage of medical insurance premiums varies depending upon the position of the employees.
- Dental Insurance Premiums
- Garnishments, Alimony, and Child Support

Distribution of Checks

Signed payroll checks, (or the support documentation for those who have Direct Deposit), for Office, Operations and Shop employees are delivered to the appropriate supervisors for distribution. Any unclaimed payroll checks are returned to the payroll department until the absent employee claims their check the following week.





Section Fourteen

Proposer's Forms List

Please see the pages that follow.

VERIFICATION OF STATEMENT OF QUALIFICATIONS

DATE: 4/14 , 20	15	T	HE UNDE	RSIGNEL	HEREBY DI	ECLARES AS F	OLLOWS:
This Declaration is given in suincomplete, or deceptively unreshis/her judgment shall be final.							
2. Name of Service: Stre	et Sweepin	ıg					
			DECLARA	NT INFORM	ATION		
3. Name Of declarant:	Gary M. Cliffor	d 			····		
4. I Am duly vested with the aut					. , , ,	·····	
5. My Title, Capacity, Or Relatio	nship to the Propos	ser(s) is: Ex	ecutive	Vice Pre	esident		
				ER INFORM			
6. Proposer's full legal nameA			•••••				
Physical Address (NO P.O. B	OX): 14048	Valley	Blvd, Ind	dustry,C	A 91716	Mobile No.: 626-	
e-mail: GClifford@At		es.com				Fax No.: 626-5	
County WebVen No.: 002	39801	IRS No	.: 95-43	313271		Business License	No.: S0581
7. Proposer's fictitious busines	s name(s) or dba(s) (if any):	Athens	Services	}		
County(s) of Registration:	LA			State: L	Ą	Year(s) became D	BA: 1999
8. The Proposer's form of busin	ness entity is (CHE	CK ONLY C	NE):				
Sole proprietor	Name of Propri	etor:					
X A corporation:	Corporation's pr	incipal place	of business:	Indus	try (Corpo	rate Office)	
	State of incorpo	ration: CA				Year inco	rporated: 1958
Non-profit corporation				President/0	EO:		
with the CA Attorney	General's Registry	of Charitable	Trusts	Secretary:	***************************************		
A general partnershi	p:		Names of pa	artners:			
A limited partnership):		Name of ge	neral partner:			
A joint venture of:			Names of jo	int venturers:			
A limited liability com	npany:		Name of ma	anaging mem	oer:		
9. The only persons or firms inte	rested in this propo	sal as princi	pals are the fol	llowing:			
Name(s) Ron Arakelia		Title Dire	ector		Phone626-336-	-3636	Fax 626-594-4417
Street 14048 Valley,	Blvd	City 3	Industry		State CA		Zip 91716
Name(s) Michael Arake	elian	Title	Director		Phone 626-33	36-3636	Fax 626-594-4417
Street 14048 Valley,	Blvd	City I 1	ndustry		State CA		Zip 91716
10. Is your firm wholly or majorit If yes, name of parent firm:State of incorporation/registratio	•	bsidiary of a	nother firm? ×	No 🗓 Y	es		
11. Has your firm done business Name(s):					Year of na	res, please list the othe ame change: ame change:	
12. Is your firm involved in any place of the second of th	ompany's name: _			Yes			
13. Proposer acknowledges that may be rejected. The evaluation	n and determination	in this area	shall be at the	Director's sol	judgment and the	Director's judgment sha	all be final.
14. I am making these represent information and belief.	tations and all repre	esentation co	ntained in this	proposal base	ed on intormation th	at they are true and co	rrect to the best of my
I declare under penalty of perjur	y under the laws of	California th	at the above in	formation is tr	ue and correct.		
Signature of Proposer or Author		MA			-9	Date:	4/14/15
	/ M. Clif	ford	Evecu	tive V	ice Dres		
,, Gal)	, 13. OILEL	-	ニムししは	$ \times$ \times	TOO TIED	- 4-11-	

SCHEDULE OF PRICES

STREET SWEEPING SERVICES FOR (LOCATION)

The undersigned Proposer offers to perform the work described in the Request for SOQ 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. 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.

ITEM	DESCRIPTION	UNIT	MONTHLY QUANTITY	UNIT PRICE	ANNUAL PRICE
1.	Sweeping of curbed streets ¹	CURB MILES (CM) ²	XX	\$ X 12	\$
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM)3	XX	x 12	\$
			TOTAL AN	NUAL PROPOSED PRICE	\$

LEGAL NAME OF PROPOSER		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
TITLE OF AUTHORIZED PERSON		
DATE	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE
Proposer's Address:		
PHONE	Facsimilé	E-Mail

Sweeping curbed streets and alleys includes sweeping of curbed and painted medians, the furnishing of water, and the proper disposal of all debris resulting from sweeping operations.

A Curb Mile (CM) shall equal a swept path not less than 10 feet wide for a total length of 5,280 feet.

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.

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.

ermine, in its sole discretion, whether the bidder or proposer is excepted from the Program.								
Company Name: Arakelian Enterprises,Inc. dba Athens Services								
Company Address: PO Box 60009								
City: Industry State:CA Zip Code:91716								
Telephone Number: 626-336-3636								
(Type of Goods or Services): 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 a aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontract (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 a provisions of the Program. ATTACH THE AGREEMENT.							
Part II: Certification of Compliance								
X	·							
eclare i I corre	under penalty of perjury under the laws of th	ne State of Califor	nia that the inforr	nation stated above is true				
nt Name:		Title:						
G	ary M. Clifford	Executi	ve Vice Presid	ent				
Signature: Date:								

4/14/15

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: **QOS** Street Sweeping Services (2015-SQPA004)

SERVICE BY PROPOSER Street Sweeping Services PROPOSAL DATE: 4/14/15

surrounding any and all fatalities. 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 information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information 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 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

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

46	5632 46	1640	1292	648	671	1381	6. Number of lost workdays.
0	0	0	0	0	0	0	5. Number of lost workday cases involving permanent transfer to another job or termination of employment.
4	122	33	19	16	11	36	4. Number of lost workday cases.
0	0	0	0	0	0	0	3. Number of fatalities.
199784	i	199784 199784	197180	197180	182654	171057	2. Total dollar amount of Contracts (in thousands of dollars).
57	57	57	56	56	50	44	1. Number of contracts.
Current Year to Date	Total	2013	2012	2011	2010	2009	

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

Gary ≤. Clifford

Name of Proposer or Authorized Agent (print)

Signature

CONFLICT OF INTEREST CERTIFICATION

Gary M. Clifford

sole owner

	L gener	al partner
	lacksquare mana	ging member
	Presid	Executive Vice President dent, Secretary, or other proper title)
of	Arakelian En	terprises, Inc., dba Athens Services
		Name of proposer
		in support of a proposal for a contract with the County of Los Angeles for services within the County Code Section 2.180.010, which provides as follows:
	contract with,	ohibited . A. Notwithstanding any other section of this code, the county shall not and shall reject any bid or proposal submitted by, the persons or entities specified the board of supervisors finds that special circumstances exist which justify the ach 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.
cor tha cor car und	ntract do not fall wit t no County employ npeting contract, a pacity by the Contr derstand and agree	formed and believe that personnel who developed and/or participated in the preparation of this thin scope of the Los Angeles County Code, Section 2.180.010, as cited above. Furthermore, we whose position in the County enables him/her to influence the award of this contract, or any and no spouse or economic dependent of such employee is or shall be employed in any factor herein, or has or shall have any direct or indirect financial interest in this contract. It is that any falsification in this Certificate will be grounds for rejection of this Proposal and intract awarded pursuant to this Proposal.

Gary M. Clifford, Executive Vice President

Signed

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

PROPOSER NAME:	Arakelian Enterpri	ses, Inc., dba Athens Services		
PROPOSED CONTRAC	TFOR: Stre	eet Sweeping Services		
previous three years. Pleas	e verify all contact names, te	for goods and/or services provided by the Proposer during the elephone and fax numbers, and e-mail addresses before listing. addresses will be disregarded. Use additional pages if required.		
	OS ANGELES AGENCIE	S he previous three years must be listed.		
SERVICE: Sweeping	SERVICE DATES Present	SERVICE: Sweeping SERVICE DATES:2012-Present		
DEPT/DISTRICT: Rowland	i Hts	DEPT/DISTRICT: Road District 119/519		
CONTACT: Paul T. Loc	cus	CONTACT: Paul T. Locus		
TELEPHONE: 626-33	7-1277	TELEPHONE: 626-337-1277		
FAX: 626-962-39	982	FAX: 626-962-3982		
E-MAIL: PLocus@dpw.1	acounty.gov	E-MAIL: PLocus@dpw.lacounty.gov		
SERVICE: Sweeping	SERVICE DATES:	SERVICE: SERVICE DATES:		
DEPT/ DISTRICT:		DEPT/DISTRICT:		
CONTACT:		CONTACT:		
TELEPHONE:		TELEPHONE:		
FAX:		FAX:		
E-MAIL:		E-MAIL:		
3. OTHER GOVER		AND PRIVATE COMPANIES		
SERVICE: Sweeping	SERVICE DATES: 2002-pres	SERVICE: Sweeping SERVICE DATES: 1987-prese		
AGENCY/FIRM: City of	Azusa	AGENCY/FIRM: City of Temple City		
ADDRESS: 213 E. Foc	thill, Azusa	ADDRESS: 9701 Las Tunas, TC, 91780		
CONTACT: Victor Pad		CONTACT: Jose Pulido		
TELEPHONE: 626-812-52	00	TELEPHONE: 626-285-2171		
FAX: 626-334-63	Γ.Ο.	FAX: 626-285-8192		
F-MAII ·	i.azusa.ca.us	E-MAIL: jpulido@templecity.us		
SERVICE: Sweeping	SERVICE DATES: 2011 - pre	esenSERVICE: Sweeping SERVICE DATES:2006-preser		
ACENIOW/EIDM	Agoura Hills	AGENCY/FIRM: City of Covina		
	yface Court,91301	ADDRESS: 125 E. Covina, CA 91723		
CONTACT: Robert Cor	tes	CONTACT:		
TELEPHONE: 818 597 7		Michelle Saint TELEPHONE: 626-384-54182		
FAX: 818-597-7352		FAX: 626-384-5479		
	oura-hills.ca.us	E-MAIL: MG = i = t O = = = i = = = = =		

MSaint@covinaca.gov

PROPOSER NAME:	Arakelian Ent	erp	rises, Inc.,	dba A	Athens Services					
PROPOSED CONTRAC	T FOR:	St	Street Sweeping Services							
Provide a comprehensive reprevious three years. Pleas Incorrect names, telephone at A. COUNTY OF LO	eference list of all contracts e verify all contact names, t and/or fax numbers, or e-mai	for go elepho l addro E S	oods and/or service one and fax numbe esses will be disreg	es provido ers, and e parded. U	ed by the Proposer during the e-mail addresses before listing. lse additional pages if required.					
SERVICE:	ith the County during to SERVICE DATES:	ne p	SERVICE:	ears m	SERVICE DATES:					
DEPT/ DISTRICT:		-	DEPT/DISTRICT:							
CONTACT:	A	1	CONTACT:		***************************************					
TELEPHONE:			TELEPHONE:							
FAX:			FAX:							
E-MAIL:			E-MAIL:							
SERVICE:	SERVICE DATES:	7 [SERVICE:		SERVICE DATES:					
DEPT/ DISTRICT:		11	DEPT/DISTRICT:							
CONTACT:			CONTACT:							
TELEPHONE:		7	TELEPHONE:							
FAX:			FAX:							
E-MAIL:			E-MAIL:							
B. OTHER GOVER	NMENTAL AGENCIES	ANE	PRIVATE CO	MPANIE	:S					
SERVICE: Sweeping	SERVICE DATES: 2009-p	res	SERVICE: Sweep	oing	SERVICE DATES: 2010-prese					
AGENCY/FIRM: City of	Glendora		AGENCY/ FIRM: C	ity of	Hermosa Beach					
ADDRESS: 116 E. Fo	othill, Glendora	1	ADDRESS: 1315	Valley	y Drive,90254					
CONTACT: Chris Jef			CONTACT: Ells Freeman							
TELEPHONE: 626-914-8			TELEPHONE: (310) 629-1954							
FAX: 626-914-8	221		FAX: 310-798-2917							
E-MAIL: cjeffers@ci.	glendora.ca.us		E-MAIL:efreema:	n@herm	osabch.org					
SERVICE: Sweeping	SERVICE DATES:2011-pr	ese	SERVICE :Sweepin	g	SERVICE DATES: 2012-Present					
AGENCY/FIRM: City of	Irwindale		AGENCY/ FIRM: Ci	ty of S	Santa Ana					
	Le Ave,Irwindale 9	170	6		y, Santa Ana, CA 92701					
CONTACT: Elizabeth Rodriquez			CONTACT: Pedro Guillen							
TELEPHONE: 626- 430	-2211		TELEPHONE: 714-	647-330	03					
FAX: 626-430-2295	5		FAX: 714-647-3345							
E-MAIL: erodriguez@c	E-MAIL: erodriguez@ci.irwindale.ca.us				E-MAIL: PGuillen@santa-ana.org					

PROPOSED CONTRA	CT FOR:	Street Sweeping Ser	rvices						
previous three years. Plea Incorrect names, telephone	se verify all contact nar and/or fax numbers, or	nes, telephone and fax numbers, a e-mail addresses will be disregarde	rovided by the Proposer during the and e-mail addresses before listing. ed. Use additional pages if required.						
	OS ANGELES AGE vith the County du	NCIES ing the previous three year	s must be listed.						
SERVICE:	SERVICE DATES:	SERVICE:	SERVICE DATES:						
DEPT/ DISTRICT:		DEPT/DISTRICT:							
CONTACT:		CONTACT:							
TELEPHONE:		TELEPHONE:	10.00000000000000000000000000000000000						
FAX:		FAX:							
E-MAIL:		E-MAIL:	***************************************						
SERVICE:	SERVICE DATES:	SERVICE:	SERVICE DATES:						
DEPT/ DISTRICT:		DEPT/DISTRICT:							
CONTACT:		CONTACT:	CONTACT:						
TELEPHONE:		TELEPHONE:	TELEPHONE:						
FAX:		FAX:							
E-MAIL:	***************************************	E-MAIL:							
B. OTHER GOVE	RNMENTAL AGEN	CIES AND PRIVATE COMPA	ANIES						
SERVICE: Sweeping	SERVICE DATES: 20	10-pres eAFRVICE : Sweeping	SERVICE DATES: 2012-Presen						
AGENCY/FIRM: City of	Manhattan Bea	ACENICY/ FIDM: GT							
ADDRESS: 1400 Highl			mercenter,Lake Forest,CA 9263						
CONTACT: Juan Price		CONTACT: Chris Gro							
TELEPHONE: (310) 802	2-5310	TELEPHONE: (949)	TELEPHONE: (949) 461-3571						
FAX: (310) 802-	-5001	FAX: (949) 461-3	FAX: (949) 461-3511						
E-MAIL: jprice@citym	b.info	E-MAIL: cgroves@lak	keforestca.gov						
SERVICE: Sweeping	SERVICE DATES: 201	0-pres enERVICE : Sweeping	SERVICE DATES: 2008-pres						
AGENCY/FIRM: City of	Monrovia	AGENCY/ FIRM:	y of Monterey Park						
ADDRESS: 415 S. Ivy		,9101 5 ADDRESS :							
	27670 07 7	CONTACT: Rick Ha	Newmark Ave, 91754						
CONTACT: Mike Ca	irney		TELEPHONE: 909-767-0740						
TELEBUONE:		TELEPHONE: 909-767	7-0740						
MIKE Ca	5-8211	TELEPHONE: 909-767 FAX: 626-280							

PROPOSER NAME:		rises, Inc., dba Ath	nens Services					
PROPOSED CONTRAC	CT FOR:Str	eet Sweeping Servic	ces					
Provide a comprehensive reprevious three years. Pleas	eference list of all contracts for le verify all contact names, tele	goods and/or services provides provides provides and fax numbers, and fax	led by the Proposer during the e-mail addresses before listing. Use additional pages if required.					
	OS ANGELES AGENCIES ith the County during the		wat ha listed					
SERVICE:	SERVICE DATES:	SERVICE:	SERVICE DATES:					
DEPT/ DISTRICT:		DEPT/DISTRICT:						
CONTACT:		CONTACT:						
TELEPHONE:		TELEPHONE:						
FAX:		FAX:						
E-MAIL:		E-MAIL:						
SERVICE:	SERVICE DATES:	SERVICE:	SERVICE DATES:					
DEPT/ DISTRICT:		DEPT/DISTRICT:	The state of the s					
CONTACT:		CONTACT:						
TELEPHONE:		TELEPHONE:						
FAX:		FAX:						
E-MAIL:		E-MAIL:						
B. OTHER GOVER	RNMENTAL AGENCIES A		ES					
SERVICE: Sweeping	SERVICE DATES: 0-Presen		SERVICE DATES: present					
AGENCY/FIRM: City of	Newport Beach	AGENCY/FIRM: City o	f Placentia					
ADDRESS: 100 Civic	Center Drive,92663	ADDRESS: 401 E. Ch						
CONTACT: Jim Auger		CONTACT: Mike McConaha						
TELEPHONE: 949-795-	/045	TELEPHONE: 714-993-8120						
FAX: .949-646-5	204	FAX: 714-528-4640						
F MAIL.	portBeachCA.gov	E-MAIL: MMcConaha@pl	lacentia.org					
SERVICE: Sweeping	SERVICE DATES: 2010-Present	SERVICE: Sweeping	SERVICE DATES: 2009-present					
AGENCY/FIRM:	of Rosemead	AGENCY/FIRM:	y of Pomona					
ADDDECC	alley Blvd, 91770	ADDRESS:	h Garey Ave, 91766					
CONTACT: Sean Sull		CONTACT: Jerry Pe						
TELEPHONE : 626-569-2	189	TELEPHONE:909-322-	7607					
FAX: 626 F.CO	2242	FAX: 909-620-	3278					

E-MAIL:

Jerry_Perez@ci.pomona.ca.us

E-MAIL: ssullivan@cityofrosemead.org

PROPOSER NAME:	Arakelian Ente	erprises, Inc., dba	Athens Services					
	CT FOR:	Street Sweening Se	rvices					
Provide a comprehensive reprevious three years. Pleas	eference list of all contracts for se verify all contact names, tele	or goods and/or services provi	ided by the Proposer during the e-mail addresses before listing Use additional pages if required.					
	OS ANGELES AGENCIES ith the County during th		must he listed					
SERVICE:	SERVICE DATES:	SERVICE:	SERVICE DATES:					
DEPT/ DISTRICT:		DEPT/DISTRICT:						
CONTACT:	AND TO THE RESERVE OF	CONTACT:						
TELEPHONE:		TELEPHONE:	**************************************					
FAX:		FAX:						
E-MAIL:		E-MAIL:						
SERVICE:	SERVICE DATES:	SERVICE:	SERVICE DATES:					
DEPT/ DISTRICT:		DEPT/DISTRICT:						
CONTACT:		CONTACT:						
TELEPHONE:		TELEPHONE:						
FAX:		FAX:						
E-MAIL:		E-MAIL:						
B. OTHER GOVER	RNMENTAL AGENCIES A	AND PRIVATE COMPAN	IES					
SERVICE: Sweeping	SERVICE DATES: 2009-Present	SERVICE:Sweeping	l 2009-present					
AGENCY/FIRM: City of	San Fernando	AGENCY/FIRM: City o:	f San Gabriel					
ADDRESS: 117 McNeil S	t, San Fernando ⁹¹³⁴⁰	ADDRESS: 425 S. Mission Dr.,91776						
CONTACT: Chris Marca	arello	CONTACT: Gerard Ba	atista					
TELEPHONE: 818-898-12	22	TELEPHONE: 626-861-4088						
FAX: (818) 361-7631		FAX: 626-308-2816						
E-MAIL: CMarcarello@sf	city.org	E-MAIL: Gbatista@SGCH.ORG						
SERVICE: Sweeping	SERVICE DATES: 2001-Present	SERVICE: Sweeping	SERVICE DATES:					
AGENCY/FIRM: City of	San Marino	AGENCY/ FIRM:	f Siorra Madro					
ADDRESS: 2200 Hunti:		4000000	<u>f Sierra Madre</u> erra Madre, 91024					
CONTACT: Ron Serven		CONTACT: Chris Cim						
TELEPHONE:		TELEPHONE: 626-253	3–1025					
626-300-078 FAX: 606-300-078	<u> </u>	FAX: 626-355						

E-MAIL: ccimino@cityofsierramadre.com

E-MAIL: RServen@cityofsanmarino.org

PROPOSER NAME:	Arakelian E	nterprises, Inc., d	dba Athens Services
PROPOSED CONTRAC	CT FOR:	Street Sweeping	Services
previous three years. Pleas Incorrect names, telephone a	se verify all contact names, tele	ephone and fax numbers, and ddresses will be disregarded.	ided by the Proposer during the de-mail addresses before listing. Use additional pages if required.
	ith the County during th	-	must be listed.
SERVICE:	SERVICE DATES:	SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	· · · · · · · · · · · · · · · · · · ·	DEPT/DISTRICT:	
CONTACT:		CONTACT:	
TELEPHONE:		TELEPHONE:	
FAX:		FAX:	
E-MAIL:		E-MAIL:	
SERVICE:	SERVICE DATES:	SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:		DEPT/DISTRICT:	
CONTACT:		CONTACT:	
TELEPHONE:		TELEPHONE:	
FAX:		FAX:	
E-MAIL:		E-MAIL:	
B. OTHER GOVER	RNMENTAL AGENCIES A	I LAND PRIVATE COMPAN	IES
SERVICE: Sweeping	SERVICE DATES: 2010-present	SERVICE: Sweeping	SERVICE DATES:
AGENCY/FIRM: City of	South El Monte		of South Pasadena
ADDRESS: 1415 N. Sa	nta Anita, 91733	ADDRESS: 1414 Miss:	ion St, 91030
CONTACT: Joe Martin	ez	CONTACT: Leaonna	DeWitt
TELEPHONE: 626-241-	3974	TELEPHONE: 626-403	-7240
FAX: 626-652-	6802	FAX: 626-403-	
E-MAIL: jmartine	z@soelmonte.org	E-MAIL: LDewitt(aSouthPasadenaCA.go
SERVICE: Sweeping	SERVICE DATES: 2013-Pres	ent SERVICE:	SERVICE DATES:
AGENCY/FIRM: City o	f Cerritos	AGENCY/ FIRM:	
ADDRESS: P O Box 3130), 90703	ADDRESS:	
CONTACT: Mike O'Gr	ady	CONTACT:	V-1
TELEPHONE: 562-916-12	226	TELEPHONE:	
FAX: (562) 91	L6-1313	FAX:	
E-MAIL: mogrady@cerri		E-MAIL:	

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Propos	Arakelian Enterprises,Inc. dba Athens Services			
Addres	PO Box 60009, Industry, CA 91716			
Interna	95-4313271 I Revenue Service Employer Identification Number			· · · · · · · · · · · · · · · · · · ·
that treat sex	ccordance with Los Angeles County Code, Section 4.32.010, the Proposer all persons employed by it, its affiliates, subsidiaries, or holding comparted equally by the firm without regard to or because of race, religion, ancest and in compliance with all anti-discrimination laws of the United States of Aralifornia.	nies a ry, na	are a ationa	nd will be I origin, or
1.	The proposer has a written policy statement prohibiting any discrimination all phases of employment.	in		YES NO
2.	The proposer periodically conducts a self- analysis or utilization analysis its work force.	of	X	YES NO
3.	The proposer has a system for determining if its employment practices a discriminatory against protected groups.	re		YES NO
4.	Where problem areas are identified in employment practices, the propos has a system for taking reasonable corrective action to include establishment of goals and timetables.	1		YES NO
				110
Propos	Arakelian Enterprises,Inc.,dba Athens Services er			
Authori	Gary M. Clifford, Executive Vice President			
Signati		4/14/ 1	15	

LIST OF SUBCONTRACTORS

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

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

Toquirod dorvidos.								
Name Under Which Subcontractor Is Licensed	License Number	Address	Specific Description of Subcontract Service					
			THE RESERVE OF THE PROPERTY OF					

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

		esponding to the of the proposal.	Request	for Prop	oosals	s must co	mpl	ete and ret	turn t	his form	for prope	er		
	FIRM NAME:	Arakelian Ent	erprise	s,Inc. dl	ba At	hens Se	rvic	es						
	My County	(WebVen) Vendor	Number	002	3980	1								
l.	LOCAL SM	ALL BUSINESS EI	NTERPR	ISE PRE	FERE	NCE PRO	GR	AM:						
		Local SBE certified				nternal Se	rvice	es Departm	ent, I	request	this propos	sal/	bid be	
	Att	ached is a copy of	Local SB	E certific	ation i	ssued by	the (County.						
II.		IZATION INFORMATION INFORMATIO												
	Business Str	ructure: Sole F	Proprietors	nip 🔲 P	artners	hip	X	Corporation		lonprofit	☐ Franchi	se		
	Oth	her (Please Specify	/):											
	Total Numbe	er of Employees (inclu	uding owne	rs): 1	1161									
	Race/Ethnic	Composition of Firm	. Please di	stribute the	e above	total numbe	er of i	ndividuals int	o the fo	llowing ca	ategories:			
	Race/Ethn	ic Composition		100 March 200 St. 100		rtners/ artners		Mana	gers			Sta	ıff	
				Male	,	Female		Male	Fe	male	Male		Fema	ale
	Black/Africa	an American									9		4	
	Hispanic/La	atino					2	0	2		890		86	
	Asian or Pa	acific Islander						2		1	10		2	
	American I	ndian												
	Filipino													
	White			8		1		30		5	7	'5	19	
III.	PERCENTAGE	OF OWNERSHIP IN	FIRM: Ple	ase indicat	e by pe	rcentage (%) hov	v <u>ownership</u> o	f the fir	m is distri	buted.			
		Black/African American	Hispanio	c/ Latino	Asi	an or Pacif Islander	C	American I	ndian	Fil	lipino		White	
	Men	%		10 m		%	6 %		%			84	%	
	Women	%		%			%	%		%		16	%	
	currently certifi	DN AS MINORITY, William as a minority, wo ttach a copy of your pro	men, disad	dvantaged	or disa	abled vetera	n ov	ned busines						
		Agency Name			Minorit	y Wome	en	Disadvanta	iged	Disable	d Veteran	Ex	piration	Date

	INFORMATION	N: I DECLARE UNDE IS TRUE AND CORF		Y OF PER	JURY			WS OF THE S	STATE	OF CALII		AT T	HE ABO	VE
	Authorized S/g	nature:/	7 Ga	iry M. C	Cliffo	rd Ex		utive Vic	e Pr	esiden	Date: 4/14,	/15		
LOC	AL SBE-FIRM-C	ORGÁNIZATION FORM	LDOC OAA	C Rev. 0	9/20/07	PW Rev. 1	1/27	/07	***************************************	T	-			

GAIN and GROW EMPLOYMENT COMMITMENT

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: <u>GAINGROW@dpss.lacounty.gov</u>.

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

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

A.	Proposer has a proven record of hiring GAIN/GROW participants.
	YES (subject to verification by County) NO
B.	Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.
	YES NO
C.	Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.
	YESNOx N/A (Program not available)
S	Gary M. Clifford Executive Vice President
- 1	Firm Name Arakelian Enterprises,Inc.,dba Athens Services Date 4/14/15

TRANSMITTAL FORM TO REQUEST AN RFSQ SOLICITATION REQUIREMENTS REVIEW

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

Proposer Name:	Date of Request:		
Project Title:	Project No.		
A Solicitation Requirements Review is being requeste unfairly disadvantaged for the following reason(s): <i>(check)</i>			
☐ Application of Minimum Requirements			
 Application of Evaluation Criteria 			
 Application of Business Requirements 			
 Due to unclear instructions, the process may respect best possible responses 	sult in the County not receiving the		
I understand that this request must be received by the Cosolicitation document.	ounty within ten business days of issuance of the		
For each area contested, Proposer must explain in detail (Attach additional pages and supporting documentation a			
Request submitted by:			
(Name)	(Title)		
For County u	For County use only		
Date Transmittal Received by County: Da	ate Solicitation Released:		
Reviewed by: Results of Review - Comments:			
Date Response sent to Proposer:			

CHARITABLE CONTRIBUTIONS CERTIFICATION

Arakelian Enterprises,Inc. dba Athens Services Address PO Box 60009, Industry, CA 91716 Internal Revenue Service Employer Identification Number 95-4313271 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 (x) () 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. OR YES NO Proposer or Contractor is registered with the California Registry of () () () Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filling with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, Sections 300-301 and Government Code sections 12585-12586 4/14/15 Signature Date Gary M. Clifford, Executive Vice President	Company Name	****	
Address FO Box 60009, Industry, CA 91716 Internal Revenue Service Employer Identification Number 95-4313271 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. OR YES NO Proposer or Contractor is registered with the California Registry of () () Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, Sections 300-301 and Government Code sections 12585-12586 4/14/15 Signature Date Gary M. Clifford, Executive Vice President			
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Signature Date Gary M. Clifford, Executive Vice President	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	` ,	()
Gary M. Clifford, Executive Vice President		4/14/13	
-	-		
Namo and Litle (nleace type or print)	Name and Title (please type or print)		

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME: Arakelian Enterprises,Inc. d	ba Athens S	Services		
COMPANY ADDRESS: PO Box 60009				
CITY: Industry	STATE:	CA	ZIP CODE : 91716	
I am <u>not</u> requesting consideration ur Preference Program. hereby certify that I meet all the requiremen		·	.,	
My business is a non-profit corpora Code - Section 501(c)(3) and has bee <i>Letter</i>);	•			
I have submitted my three most recent a	nnual tax re	turns with	my application;	
· · · · · · · · · · · · · · · · · · ·	I have been in operation for at least one year providing transitional job and related supportive services to program participants; and			
I have submitted a profile of our prodesigned to help the program participal other information requested by the contra	nts, numbei	of past p	·	
I declare under penalty of perjury un information herein is true and correct.		vs of the	State of California that the	
PRINT NAME:			TITLE:	
Gary M. Clifford			Executive Vice Preside	
SIGNATURE!			DATE: 4/14/15	

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: Arakelian Enterprises,Inc. dba Athens Services

☑ Proposer has not h	and any contracts terminated	d in the past three years.			
are those contracts termin terminated, please attach Proposer or not. Any and	nated by an agency or firm be an explanation on a <u>separa</u> I all terminated contracts sl naturally expired need not	pefore the contract's exp te sheet, whether the te nould be accompanied v	pree years. Terminated contracts piration date. If a contract(s) was ermination was at the fault of the with an explanation. It should be y is only seeking information on		
SERVICE:	TERMINATING DATE:	SERVICE:	TERMINATING DATE:		
NAME OF TERMINATING F	IRM	NAME OF TERMINA	TING FIRM		
ADDRESS OF FIRM		ADDRESS OF FIRM			
CONTACT PERSON:		CONTACT PERSON:			
TELEPHONE:		TELEPHONE:	TELEPHONE:		
FAX:	AX: FAX:				
E-MAIL:		E-MAIL:			
SERVICE:	TERMINATING DATE:	SERVICE:	TERMINATING DATE:		
OLIVIOL.	TEMMINATING BATE.	OLIVIOL.	TERMINATING DITTE.		
NAME OF TERMINATING FIRM		NAME OF TERMINATING FIRM			
ADDRESS OF FIRM		ADDRESS OF FIRM	ADDRESS OF FIRM		
CONTACT PERSON:		CONTACT PERSON	CONTACT PERSON:		
TELEPHONE:		TELEPHONE:	TELEPHONE:		
FAX:		FAX:	FAX:		
E-MAIL:		E-MAIL:	E-MAIL:		

Gary M. Clifford, Executive Vice President

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: Arakelian Enterprises,Inc. dba Athens Services
Proposer and/or principals are not currently involved in any pending litigation; are not aware of any threatened litigation where they would be a party; and have not had any judgments entered against them within the last five years as of the date of proposal submission.
Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of proposal submission.
A. ☐ Pending Litigation ☐ Threatened Litigation ☐ Judgment (check one)
 Against □ Proposer; □ Principal; □ Both (check as appropriate) Name of Litigation/Judgment: Case Number: Court of Jurisdiction: Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):
B. □ Pending Litigation □ Threatened Litigation □ Judgment (check one)
 Against □ Proposer; □ Principal; □ Both (check as appropriate) Name of Litigation/Judgment: Case Number:
 Case Number:
Signature of Proposer: Date: 4/14/15

Gary M. Clifford, Executive Vice President

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

STREET SWEEPING SERVICES (2015-SQPA004)

AR	AKEZIAN ENTERPRISES, INC. Aba ATHERUS SERVICES
Propos	er's Name
1.0	AKEZIAN ENTERPRISES, INC. Iba ATHERS SERVICES er's Name DOX 60009, CITY OF INDUSTRY, CA 91716
Addres	S ,
g	If awarded the contract: Proposer <u>will</u> comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this RFSQ, and Proposer <u>will</u> procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, throughout the entire term of the proposed contract, without interruption or break in coverage.
	If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. Proposer will not comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this RFSQ, and Proposer will not procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, throughout the entire term of the proposed contract, without interruption or break in coverage.
Signa	ature of Proposer:

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

The Pro	oposer certifies that:			
X	It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code, Chapter 2.206; AND			
		onable inquiry, the Proposer/Bidder/Contractor is as Angeles County Code, Section 2.206.020.E, on ation; AND		
	The Proposer/Bidder/Contractor agrees to Reduction Program during the term of any a	comply with the County's Defaulted Property Tax awarded contract.		
	-OF	₹-		
	I am exempt from the County of Los Ang pursuant to Los Angeles County Code, Sec	eles Defaulted Property Tax Reduction Program ction 2.206.060, for the following reason:		
	re under penalty of perjury under the laws of a is true and correct.	the State of California that the information stated		
Print N	lame: Gary M. Clifford	Title: Executive Vice President		
Signat	Signature: Date: 4/14/15			

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

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

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

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

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

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

X	<u>I AM NOT</u> a DVBE certified by the State of California or a Service Disabled Veteran-Owned Small Business with the Department of Veteran Affairs.
	<u>I AM</u> certified as a DVBE with the State of California or a Service Disabled Veteran-Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

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

Name of Firm: Arakelian Enterprises, Inc. dba Athens Services County Webven No. 00239801			
Print Authorized Name: Gary M. Clifford	Title:	Executive Vice President	
Authorized Signature:	Date:	4/14/15	

PROVED DISAPPROV	/ED DATE
	PROVED DISAPPROV

PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFSQ STREET SWEEPING SERVICES (2015-SQPA004)

PROPOSER MUST CHECK A BOX IN EVERY SECTION

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

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

PROPOSER MUST CHECK A BOX IN EVERY SECTION

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

1. The Proposer or its managing employee must have a minimum of three years of experience performing street sweeping services.

Yes. Proposer or its managing employee does meet the experience requirement stated above. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement for scoring of your proposal in this category).

Proposer or Proposer's Managing Employee's Name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number*
Arakelian Enterprises, Inc.	July 1987	Our first street sweeping contract was the	10
DBA Athens Services	to Present	City of Temple City in 1987 and we still have	13

the contract today.

No. Proposer or its managing employee <u>does not</u> meet the experience requirement stated above.

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

Signature Gary M. Clifford	Title Executive Vice President
Firm Name	Date 4/14/15

STATEMENT OF EQUIPMENT FORM FOR STREET SWEEPING SERVICES (2015-SQPA004)

'S NAME: Arakelian Enterprises,Inc. dba Athens Services PO BOX 60009, Industry, CA 91716	PROPOSER'S NAM ADDRESS:
------------------------------------------------------------------------------------------	----------------------------

TELEPHONE:

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT THAT WILL BE DEDICATED AND/OR DESIGNATED PRIMARY **BACKUP TO THIS SERVICE** Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.

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LOS ANGELES COUNTY CODE

Title 2 ADMINISTRATION

Chapter 2.201 Living Wage Program

2.201.010 **Findings**.

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

2.201.20 Definitions.

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

- A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full 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
 - An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.
- D. "Full-time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer, but in no event less than 35 hours worked per week.

E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et. seq. of this code, entitled Contracting with Private Business. (Ord. 2007-0011 §2, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.30 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

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 \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 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. Any adjustments to the living wage rate specified in subsection A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate.

2.201.050 Other provisions.

- A. <u>Full-Time Employees.</u> 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. <u>Administration.</u> The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written instructions on the

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

- D. <u>Compliance Certification.</u> 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 Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.
- E. <u>Contractor Standards.</u> 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 <u>Employer retaliation prohibited.</u>

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 Executive 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.)

2.201.70 Employee retention rights.

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

- A. A "retention employee" is an employee of a predecessor employer:
 - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new 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.)

2.201.80 Enforcement and Remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the Courts of the State of California for damages caused by an employer's violation of this chapter.
- B. The County department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the Chief Executive 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
 - Recommend to the Board of Supervisors that an Employer be barred from award
 of future county contracts for a period of time consistent with the seriousness of
 the employer's violation of this chapter, in accordance with Section 2.202.040 of
 this code.

2.201.090 Exceptions.

- A. <u>Other Laws</u>. 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. <u>Collective Bargaining Agreements</u>. 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. <u>Small Businesses</u>. 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
 - 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 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. (Ordinance No. 99-0055 ' 1, 1999: 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.

COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the RFSQ 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.

Compar	ny Address:						
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City:				State:		Zip Code:	
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tnat s	support	s <i>your claim</i> and	SUBMIT SEVEN	DAYS PRIOR 1	ason(s) TO THE	(attach to this form all documentation E DEADLINE FOR SUBMISSION OF	
PROP	OSALS	TO PUBLIC WORKS	S OR FAX TO (626) 4	158-4194 :			
U	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) 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 r contract amount; Ol	million in annual gro R	ss revenues in th	ne prece	eding fiscal year including the proposed	
_		Is a technical or preceding fiscal year	rofessional service t ir including the propo	hat has less that sed contract amo	n \$2.5 r unt.	million in annual gross revenues in the	
	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.						

** N/A ****

FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

	My business is subject to a bona fide Collective Bargaining Agreement (<i>you must attach the agreement</i>); 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 sperovisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program expressly superseded by my business - Collective Bargaining Agreement):						wing specific
l decla	are unde	er penalty of perju	ury under the laws of th	e State of California	that the info	_ - rmation herein	is true and
PRIN	T NAME:			TITLE:			
0101	ATUDE		engun -				
SIGN	ATURE:					DATE:	
Thhire	natsoeve <u>Either</u>	er, when recommer	sted below is for inform. County will not consider on the difference of the control of the contr	or evaluate the inform of a contract to the Bo	ation provided ard of Superv	d below by Cont risors.	ractor, in any
		Health Plan Com	pany Name(s):			***********	
		Company Insurar	nce Group Number(s):				
		Health Premium	Amount Paid by Employe	Pr:		···········	
			Amount Paid by Employe Payment Schedule:	· · · · · · · · · · · · · · · · · · ·		······	
		☐ Monthly	-	☐ Bi-Annual			
		☐ Annually	☐ Other (Specify)	:	·		
	Neither for thos	the contractor n	or the employees' colle will be providing services	ective bargaining unit to the County under t	<u>t</u> have a bona he contract.	a fide health care	benefit plan

COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE

Contractor Living Wage Declaration

The contract to be awarded pursuant to this Request for Statement of Qualifications (RFSQ) 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 RFSQ, 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 Program.

	I <u>do not</u> 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.						
X	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 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 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): 1) Health Net -Salu	d Y Mas HMC	O 2) Health Net Excel Care EOA				
	Company Insurance Group Number:	1) 26755A	2) R1264A				
	Health Benefit(s) Payment Schedule:						
	X Monthly	□ Quarterly	ି Bi-Annual				
	Annually	ି Other:					
(Opechy)							
	,	U. Omer.	(Specify)				
	•						
PLEA	ASE PRINT COMPANY NAME: Arakeli						
	ASE PRINT COMPANY NAME: Arakeli	an Enterprise	es,Inc. dba Athens Services				
	ASE PRINT COMPANY NAME: Arakeli	an Enterprise					
I decl	ASE PRINT COMPANY NAME: Arakeli	an Enterprise	es,Inc. dba Athens Services				
I deci	ASE PRINT COMPANY NAME: Arakeling are under penalty of perjury under the law	an Enterprise	es,Inc. dba Athens Services of California that the above information is true and correct:				

P:\ASPUB\CONTRACT\MASTER\LWDECLARATION.DOC Rev. PW 02/13/07

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 RFSQ 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):

	y or raineged Labor Lamin dyron violations (Gileon Gile):					
	The Firm HAS NOT been named in a complaint, claim, Law/Payroll Violation which involves an incident occurring v					
	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	y of Determinations of Labor Law/Payroll Violations (Che	eck One):				
×	There HAS BEEN NO determination by a public entity with Firm committed a Labor Law/Payroll Violation; OR	hin the three years of the date of the proposal that the				
	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.)					
ніѕтог	RY OF DEBARMENT (Check one):					
×	The Firm HAS NOT been debarred by any public entity dur	ing 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 decla	re under penalty of perjury under the laws of the State	e of California that the above is true, complete and				
correct		Gary M. Clifford, Executive Vice President				
Ow	ner's/Agent's Authorized Signature	Print Name and Title				
Ar	rakelian Enterprises.Inc. dba Athens Services	4/14/15				

Date

Print Name of Firm

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. П 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** Street Address: **Public Entity** Address: City, State, Zip: Case Number: Case Number/Date Claim Opened: Date Claim Opened: Name: Street Address: Name and Address City, State, Zip: of Claimant: Description of Work: (e.g., Janitorial) Description of Allegation and/or Violation: Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties.

	Additional Pages are at				pages.	
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Debarment, etc.)

FORM LW-6

GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

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

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 wagesAssessment 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.

REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: Arakellan Enterpri	ses, Inc., dba Athens Services		
Name of Proposer's Health Plan:	Health Net HMO - Salud y Mas	Date: 3/31/15	

(Please use a separate form for each health plan offered by the proposer to employees who will be working under this contract.)

		nract)	
ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY COPAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	Y N Y N Y N Y N	* * * *	
Proposer's portion of above health premium payment Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	Y N Y N Y N Y N	\$ 254.40 \$ 546.96 \$ 750.50 \$ 750.50	
Any Annual Deductible? Per Person Per Family	Y N Y N	\$	
Any Annual Maximum Employee Out-of-Pocket Expense? Per Person Per Family	Y N Y N	\$ \$	Per person \$1,500.00 Per Family \$4,500.00
Any Lifetime Maximum? Per Person Per Family	Y N Y N	\$	
Ambulance coverage	Ϋ́Ņ	\$	\$50/ transport
Doctor's Office Visits	YN	\$	\$15/ visit
Emergency Care	YN	\$	\$50/ visit
Home Health Care	YN	\$	\$10/ visit
Hospice Care	YN	\$	No charge
Hospital Care	YN	\$	\$250/ stay
Immunizations	YN	\$	No charge
Maternity	Ϋ́N	\$	Prenatal & Postnatal care - No charge Delivery & Inpatient services - \$250/ stay
Mental Health	Y N	\$	\$15/ visit
Mental Health In-Patient Coverage	YN	\$	\$250/ stay

LW-7 - PROPOSER'S MEDICAL PLAN COVERAGE (continued)

ITEMS	CC	DES THE PLAN OVER? ES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY COPAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	Y	N	\$	\$15/ visit
Physical Therapy	Ý	N	s	\$15/ visit
Prescription Drugs	Υ	N	\$	\$5 Generic ,\$15 Brand Name, \$35 Non Formulary
Routine Eye Examinations	Υ	N	\$	\$15/ visit, covered only up to age 17
Skilled Nursing Facility	Υ	N	\$	20% Co-insurance
Surgery	Υ	N	\$	Outpatient - 20% Co-insurance Inpatient - \$250/ stay
X-Ray and Laboratory	Υ	N	\$	No charge

Under this health	plan,	a full	time	emplo	vee
-------------------	-------	--------	------	-------	-----

X	Becomes eligible for health insurance coverage after 30 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 3 DAYS.
- B. NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 3 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 6 DAYS.

REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: Arakelian Enterpris	ses, Inc., dba Athens Services	·	
Name of Proposer's Health Plan:	Health Net HMO - ExcelCare EOA	Date: 3/31/15	

(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 COPAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	Y N Y N Y N Y N	\$ \$ \$	
Proposer's portion of above health premium payment Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	Y N Y N Y N Y N	\$ 298.24 \$ 641.21 \$ 879.82 \$ 879.82	
Any Annual Deductible? Per Person Per Family	Y N Y N	\$	\$100/ per person calendar year deductible for Brand name drugs. No other deductibles.
Any Annual Maximum Employee Out-of-Pocket Expense? Per Person Per Family	Y N Y N	\$	Per person \$1,500.00 Per family \$4,500.00
Any Lifetime Maximum? Per Person Per Family	Y N N	\$ \$	
Ambulance coverage	Y N	\$	\$100/ transport
Doctor's Office Visits	YN	. \$	\$30/ visit
Emergency Care	Y N	\$	\$100/ visit
Home Health Care	YN	\$	\$30/ visit
Hospice Care	YN	\$	No charge
Hospital Care	YN	\$	20% Co-insurance
Immunizations	YN	\$	No charge
Maternity	Y N	\$	Prenatal & Postnatal care - \$30/ visit Delivery & Inpatient services - 20% Co-Insu
Mental Health	Y N.	\$	\$30/ visit
Mental Health In-Patient Coverage	Y N	\$	20% Co-insurance

LW-7 - PROPOSER'S MEDICAL PLAN COVERAGE (continued)

ITEMS	CC	DES THE PLAN OVER? ES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY COPAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	Y	N	\$	\$30/ visit
Physical Therapy	Ý	N	\$	\$30/ visit
Prescription Drugs	Υ	N	s	\$10 Generic ,\$25 Brand Name, \$40 Non Formulary: \$100 deductible Brand Na
Routine Eye Examinations	Υ	N	\$	\$30/ visit
Skilled Nursing Facility	Y	N	\$	Days 1-10 - No charge Days 11-100 - \$25/ day
Surgery	γ	N	\$	Outpatient & Inpatient - 20% Co-insurance
X-Ray and Laboratory	Υ	N	s	Diagnostic (x-ray, blood work) - No charge Imaging (CT/PET scans, MRI) - \$100 /test

Under this	health	nlan a	fiell	time	employ	/ee:

X	Becomes eligible for health insurance coverage after 30 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 3 DAYS.
- B. NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS $\underline{\ \ \ }$ 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 6 DAYS.

Form not required *** Per email from Angela Cho -

FORIVI LW-8

STREET SWEEPING SERVICES (2015-SQPA004) STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT:

PROPOSER:

POSITION/TITLE *			HOUR	HOURS PER DAY	 } _*			HOURS	ANNUAL	HOURLY	ANNITAL
(LIST EACH EMPLOYEE SEPARATELY)	SUN	MOM	TUE	WED	표	FR	SAT	PER WEEK	HOURS (52 x Hrs per wk)	WAGE RATE**	TSOS
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Comments/Notes:											
									lota	Iotal Annual Salaries	\$
					(1) vac	ations,	Sick Lea	(1) Vacations, Sick Leave, Holiday			₩.
					(2) Hea	Ith Insur	(2) Health Insurance ***	٠			S
					(3) Payı	roll Taxe	ss & Wor	(3) Payroll Taxes & Workers' Compensation	ation		· ·
					(4) Well	fare and	(4) Welfare and Pension				÷ 6
									Total Annual Employee Bonefits (4±2±2±4)	profite (4.0.0.2.4)	⊖ €
					(5) Equipment Costs	inment	Costs		200	(1.5.3.4)	9
					(6) Serv	rice and	(6) Service and Supply Costs	Costs			<i>э</i>
					(7) Gen	eral and	Adminis	(7) General and Administrative Costs			P
					(8) Profit						A
					101	=					⇔
								۲	Total Annual Other Costs (5+6+7+8)	Costs (5+6+7+8)	\$
				-							

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

The 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 proposal

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Signature

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Living wage rate shall be at least \$11.84 per hour.

^{***} 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.

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

FOR W. LW-9

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS STREET SWEEPING SERVICES (2015-SQPA004)

INSTRUCTIONS

uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of The contractor selected through this RFSQ process will be required to comply with State and Federal labor regulations and record keeping The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer the processes and the steps associated with those processes.

this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach an actual sample copy of Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in timesheet, paycheck, and pay stub.

ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT. IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
1. TRACKING HOURS WORKED	
1.1. How does the Proposer track employee hours actually worked?	
1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work	1.1 Kronos Automated Timekeeping System 1.2 Central site
location or a central site with travel to the worksite?	1.3 Punch in at assigned start time at central site
1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work	
location?	

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED
2. REPORTING TIME How does the Proposer know employees actually reported to work and at what time? For example, signin sheets, computerized check in, call-in system, or some other method?	2. Automated Kronos computorized check in System / Time Cards
 RECORDS OF ACTUAL TIME WORKED What records are created to document the beginning and ending times of employee's actual work shifts? What records are maintained by the Proposer of actual time worked? Are the records maintained daily or at another interval (indicate the interval)? Who creates these records (e.g., employee, supervisor, or office staff)? Who checks the records, and what are they checking for? What happens to these records? Are they used as a source document to create Proposer's payroll? ATTACH ACTUAL COPIES OF THESE RECORDS 	3.1 The KRONOS system allows us to print a variety of reports concerning all employees actual work periods. 3.2 Same as 3.1 3.3 Records are maintained on a daily and weekly basis. 3.4 Records are created by the Operation Management staff and by the payroll department. 3.5 Records are verified weekly by the Accounting Manager, General Manager and the VP of Finance for accuracy and adherence to State and Federal Labor laws. 3.6 Records are stored in weekly periods and kept here at the central location and also at the Iron Mountain Storage facility. 3.7 The KRONOS timekeeping records are used in conjunction with the Infinium AS400 Payroll System to process are weekly payroll. 3.8 Please see next page.
(Please blank out any personal information).	

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THU FRI SAT	4/24/ 4/25/ 4/26/	430A U 430A U 500A U	100P 130P I 915A	8.00 8.50 4.25		2-0PS 2-0PS	Y

Bottom

REG 40.00 OT 7.00

Total: 47. 1

F3=Exit F11=Charge

F6=Add F8=Adjust F12=Cancel F13=Actual

F9=Previous F14=Defaults

F10=Next

F15=Punches F16=Audit

SAMPLE ER COMPUTER Record Record

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.	4. No other records used to create payroll.	5.1, 5.2, & 5.3 Employees sign a weekly certification that they have taken all required meal and rest breaks.
QUESTION	4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY) 4.1. If records of actual time worked are not used to create payroll, what is the source document that is used? 4.2. Who prepares and who checks the source document? 4.3. Does the employee sign it? 4.4. Who approves the source document, and what do they compare it with prior to approving it?	 5. BREAKS 5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)? 5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred? 5.3. If so, who prepares, reviews, and approves such documentation?
	4 4 4 4	(2) (2) (2) (4)

QUESTION

HOW PAYROLL IS PREPARED <u>ن</u>

- Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid. 6.1.
- How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)? 6.2.
- straight time and overtime or are separate If by check, do they receive a single check for payments made? 6.3.
- What information is provided on the check (e.g., deductions for taxes, etc.)? 6.4.
- ANY DEDUCTION CHECK AND PAY CHECK STUB ACCOUNT (COVER UP ATTACH A COPY OF A **EMPLOYEE INFORMATION)** AND BANK SHOWS CATEGORIES **NFORMATION** SLOCK OUT HAT 6.5.

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

- called Infinium and our timekeeping we us the KRONOS system. We use an in-house payroll processing program
- Weekly, Automated checks
- Single checks 6.3
- (Reg, OT, Vac, Holiday etc..) Types of income and all deductions
- Copy attached after last page of form LW-9

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.	7.1 and 7.2 - None of this applies to Athens Services.	8.1 Time data from the confirmed Kronos time reports are automatically uploaded in the Infinium Payroll System. The only manual entries entered are for current or previous week adjustments, i.e., missing hours, vacation pay, and bonus pay. 8.2 N/A 8.3 The calculations are embedded in the software. Infinium notifies the IT Manager of any upcoming changes.
QUESTION	 MANUAL PAYROLL SYSTEM If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid? 	8. AUTOMATED PAYROLL SYSTEM 8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll. 8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid? 8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?

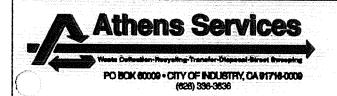
	FORM LW-9
QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
 TRAVEL TIME How is travel time during an employee's shift paid? 	9.1 Travel time is not treated differently than work time
9.2. At what rate is such travel time paid if the employee has multiple wage rates?	CTIIIG
9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:	multiple wage rates
a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate.	9.3.b Athens wage rates exceed the County's living wage rates. No multiple wage rates
b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.	
10. OVERTIME	by the regular rate m
wages?	ciplied
10.2. Wriat II the employee has multiple wage rates?	wages. 10.2 We have no multiple wage rates.
Print Name: Gary M. Clifford, Executive Vice President	resident Arakelian Enterprises,Inc. dba Athens Services
Signature:	Date: 4/14/15
)	

715715 248711 1032A	iSeries Tim TOT 2 2 2 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	Timekeeper: TOTAL HOURS	REPORT	ices					PAC	CLK910P PAGE:
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		12.50	97	10.	10.2	11.75	10.25		52.50	52.50
DRVR AUTO - RT 072	isco	9.75	10.0	0 10.	25 7.7	5 10.75	11.00		49.75	49.75
		9.75	10.0	10.	7.7	10.75	11.00		49.75	49.75
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		12.25	10.0	11.	9.50	0 77.00	10.75		52.25	52.25
DRVR AUTO - RT 092		6.75	0.01	0 11.	00 6.25	5 10.25	9.25		46.75	46.75
		6.75	10.0	11.0	6.25	10.25	9.25		46.75	46.75
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		12.50	01	10.5	10.25	10.25	10.75		52.50	52.50
DRVR AUTO - RT 101	240 F Olimos Grandel	14.50	H	10.2	5 11.00	11.00	10.75		54.50	54.50
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TOTAL ADJUST ADJUST ADJUST ADJUST 00. 00. 00. 00. Division 52.75 NON-PAID OPS / SHOP 52.25 NON-PAID 54.50 NON-PAID OPS / SHOP 48.75 NON-PAID AP HOURS OPS / SHOP OPS / SHOP iSeries Timekeeper: Aciens Services PUNCH DETAIL REPORT PAY CODE 14.50 12.75 E: 03 12.25 --SCHEDULED--PAY PERIOD RULE: 03 6 PAY PERIOD RULE: 03 NON-WORKED .00 PAID 46.00 OVER TIME S2.75 NON-WORKED .00 PAID STRAIGHT TIME 46.00 OVER TIME NON-WORKED .00 PAID 40.00 OVER TIME PAY PERIOD RULE: PAY PERIOD RULE:
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C. 08P PAGE: 4 \$.00 \$.00 \$.00 \$.00 \$.00 \$.00 5.00 \$.00 \$.00 \$.00 \$.00 ADJUST ADJUST ADJUST ADJUST ADJUST ADJUST ADJUST 8.00 5.50 8.00 00. 00. 00. 00. 00. 7.00 OPS / SHOP 53.50 NON-PAID OPS / SHOP 52.00 NON-PAID OPS / SHOP 53.75 NON-PAID OPS / SHOP 54.75 NON-PAID OPS / SHOP 55.00 NON-PAID 8.00 OVER TIME 45.50 NON-PAID 8.00 OVER TIME 48.75 NON-PAID OVER TIME OPS / SHOP OPS / SHOP 12.00 13.50 NON-WORKED PAY PERIOD RULE: 03 40.00 OVER TIME PAY PERIOD RULE: 03 PAY PERIOD RULE: 03 OVER TIME PAY PERIOD RULE: 03
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40.00



DATE MX/XXX/XXXXXXX

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ACCOUNT NUMBER

AMOUNT 690.19

PAY TO THE ORDER OF

** NON-NEGOTIABLE **

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Athens Services

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Section Fifteen Subcontractor's Form List

As mentioned earlier, Athens Services will not be using any subcontractors.





Section Sixteen

Living Wage Ordinance – Application for Exemption

Athens Services provides employees a generous health plan and competitive wage that exceeds the Living Wage.

Athens Services is not seeking an Application for Exemption.





Section Seventeen

Fuel Cost Adjustment

Athens purchases fuel at market rates.





Section Eighteen

Additional Information

Sweeper Truck and Teletrac Documentation

The pages that follow contain the specifications and detailed information regarding the Tymco 600 and the Teletrac GPS system.



TYMCO Alternative Fuel Powered Sweepers: Environmentally Superior Cleaning

With the ever growing need to address environmental concerns and to meet Federal, State and Municipal air quality requirements, there has been an increasing demand for fleets to add more low emission alternativefuel vehicles (AFVs). TYMCO has manufacturing alternative fuel sweepers since 1984. This experience, coupled with our well known reputation for reliability and productivity make TYMCO Alt Fuel sweepers the smart choice. These low emission vehicles, when combined with our proven Regenerative Air System, offer the highest degree of cleaning power available on the market today; while at the same time maintaining and improving the environment.

TYMCO currently offers two forms of alternative fuel for the Model 600: Dedicated CNG (Compressed Natural Gas) and Dedicated LPG (Liquefied Petroleum Gas) - propane, which allows both the sweeper and the chassis engines operate on alternative fuel.

Street sweepers must be maneuverable in order to get to those hard-to-reach areas. The TYMCO engineered and manufactured alternative fuel powered chassis is designed to provide maximum fuel capacity on the shortest wheelbase



TYMCO Model 600-CNG (Compressed Natural Gas)



TYMCO Model 600-LPG (Propane)

available. TYMCO has accomplished this by designing a CNG fuel storage rack system and LPG tank that require minimal additional wheelbase, resulting in the tightest turning radius possible; all while providing maximum rear view visibility.

Both the CNG and LPG fuel storage areas are designed to be user friendly. Quick access for fueling, system shut-off valves and pressure reading make the operator's job easier and safer. The large capacity CNG fuel storage cylinders are enclosed for protection, and the enclosure roof is angled and sloped to allow for low hanging tree limbs. Both the CNG and LPG fuel storage areas are mounted in such a way as to allow for maximum sweeper operation

Utilizing the very latest advancements in technology, TYMCO alternative-fuel powered sweepers are specifically engineered to provide the highest degree of performance, safety, and simplicity.

FREIGHTLINER M-2 CNG - MODEL 600 (ULTRA LOW EMISSION VEHICLE)



FUNCTION:

The CNG option provides a dedicated system for the Model 600 sweeper which allows the sweeper and chassis to operate on Compressed Natural Gas (CNG). Additionally, the truck chassis is powered with a Cummins 5.9 B CNG Plus 195 Natural Gas Engine.

LOCATION:

The CNG Cylinders are located behind the cab, and the fuel delivery equipment is mounted on or about the engines.

DESCRIPTION:

The Cummins chassis engine utilizes an electronic closed-loop air/fuel control system.

The Sweeper fuel delivery equipment utilizes a multistage regulator and mixer for CNG. The fuel management system is comprised of an electronic closed loop air/fuel control and safety shut off or equivalent.

The CNG Type III Cylinders (four each, 15.9 dia. x 75" long - 1960 SCF³ @ 3600 PSI each, full composite-wrapped 20 year aluminum cylinders) have an approximate total capacity of 59.4 diesel gallon equivalent ⁴.

COMMENTS/ RESTRICTIONS:

- 1. Requires minimum 10,000 lb. (4540kg) front GAWR on the truck.
- 2. Requires the standard 220 gallon (833 liter) water tank capacity.
- Standard Cubic Feet (SCF) capacity is approximate. Factors such as gas density, temperature and rate of fill will affect actual capacity.
- 4. Equivalency based on 5.66 lbs. Natural Gas/U.S. Gasoline Gallon Equivalency and a Natural Gas Density of .0458 lb/SCF.
- 5. CAT pump and/or Hi/Lo Washdown are not available.

FUEL SYSTEM

4 Cylinder Vertical Stack *DGE - 59.4 Installed By Alternative Fuel Technologies, Inc.

SCI, Type III Cylinders - 4 each 15.9 Dia. x 75" long (1960 SCF @ 3600 PSI each) Full composite wrapped, 20 year life, aluminum cylinders. 14.85 DGE per tank.

Total capacity = 59.4 DGE

2 each - Manual 1/4 turn shut-off valves.

(1 comes with the chassis engine and 1 for the auxiliary engine)

1 each - CNG high pressure filter for the auxiliary engine.

1 each - CNG high pressure filter for the chassis engine.

2 each - In cab fuel level gauges on both left and right driver console.

1 each - 5000 PSI liquid filled pressure gauge mounted directly on the cylinder stack.

1 each - Plumbing to manifold cylinders together .375" dia. stainless steel tubing with design pressure of 5550 PSI.

2 each - CNG high pressure hoses to connect chassis engine and auxiliary engine.

1 each - CNG fuel system vertical stack.

* DGE = Diesel Gallon Equivalent

AUXILIARY ENGINE

5.7L Auxiliary Engine (KEM) CNG

Model No.

8 - 857 - CNG - TYMCO

Bore & Stroke

4.0 x 3.48 Inches

No. of Cylinders

0

Displacement

350 Cubic Inches (5.7 Liter)

Oil Capacity w/Filter

6 Quarts

Coolant Capacity

5.0 Gallons

Shipping Weight

1150 LBS.

Maximum HP

130 hp @ 2500 RPM w/Natural Gas @ 1000 BTU/FT³. Data per KEM, Inc. performance

specs.

The sweeper fuel delivery equipment utilizes a multistage regulator for CNG. The fuel management system is comprised of an ECM controlled closed loop air/fuel control with a safety shut off.



FD6 Feature Matrix

Message Display Terminal 960CE-X

A New Standard For In-Cab Communications

The 960CE-X MDT offers added messaging capacity and additional features that help improve dispatch and overall fleet efficiency. Drivers can enter variable alphanumeric data into "fill-in-the-blanks" form messages in addition to free form messages and standard codes.



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	FD6 Feature Matrix

Introduction

Scope

This intent of this document is to provide an overview of the items that will be contained in FD6 phase 1.

Overview

Configure Users

Change Password

Traditionally, Teletrac customers accessed eClient—5.4.3 (E50) and earlier—by loading the software to a computer workstation. With FD6, the next generation of eClient, customers are not limited to using only workstations that have eClient software loaded. FD6 takes a technological leap by leveraging the power and convenience of the web. Teletrac customers can access Fleet Director from any computer with a web connection.

FD6 Feature Matrix

FD6 Functions to be offered in Phase One

Upon start up, FD6 will automatically open up a Map View showing the entire US. It will also open up a Data View.

Fleet Director 6 has a new menu structure to help facilitate the ease of using the product. The following pages contain each of the menu items and the options available. Below is an overview of what the main menu set up will look like. If a selection has a ">" by it, it signifies that that menu option has an associated submenu to it.

Fleet Director	View	Send	Maintain	Window	Help
Map View >	View All Vehicles	Message to Current Selection	Vehicles	Cascade	Help Topics
Workspace >	Locate All	Message to Subfleet	Landmarks	Tile	About
View Map Tabs	Locate Vehicles In Subfleet	Message to Vehicle(s)	Messaging >	Close Ail	
Show Labels	Locate Specific Vehicle(s)	Message to All	Drivers		
View Vehicle Data	Find Address	Send Route			
View Vehicle Status	History Playback				

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Filter WatchList by Subfleet

Reports

Fleet Director Menu

This is the main menu in which the user will setup and start using the application.

Menu Item	Sub Menu, Tab or Option	Description
Map View		
	Open	Opens a Map
	Close	Closes the Map
	Print	Prints the Map displayed in the window
Workspace		Allows the user to set up and save their workspace
	Open	Allows user to select and open a previously saved workspace.
	Close	Close the existing workspace
	Customize	The feature contains for tabs for the user to customize their workspace. The first tab contains the available toolbars. Users can select which tool bar the want to view and how they want it displayed. The command tab allows users to choose which options they want on which toolbar. On the data view tab, the user can configure the number of events to maintain in this window. They can also configure to switch to the Message and the Exception window when a messages or exceptions trigger. Completely clearing the data view is also available on this tab. The last tab gives the user the ability to receive multiple alerts per vehicle on this tab.
	Save	Overwrite the existing open workspace that is currently open with the values that is now showing on the desktop.
	Save As	Gives the user the ability to add a descriptive name to a workspace they have customized.
	Default	This option will open the default workspace.
View Map Tabs		Displays the Map windows in tabular format
Show Labels		Selecting this feature will enable and disable vehicle and landmark labels on the Map View.
View Vehicle Data		Displays the Data View window
View Vehicle Status		Displays the Status View window
Configure Users		Allows users to view what privileges they have. From this option, an administrative user would create additional users.
Change Password		A user would change their login password here.
Exit		Exit the FD6 application

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View Menu

This menu will deals with the visual aspects of FD6.

Menu Item	Sub Menu, Tab or Option	Description
View All Vehicles		Zooms that map so all vehicles that have a valid locate appear in the Map View.
Locate All		Locate all the vehicles.
Locate Vehicles In Subfleet		Locate only selected subfleet.
Locate Specific Vehicle(s)		Locates only specific vehicle(s) the user selects.
Find Address		Find an address.
History Playback		Replay a vehicle(s) history.
Filter Watchlist by Subfleet		Filter the Watchlist to show information only for the selected Subfleet.
Reports		Automatically opens the reports module.

Send Menu

This menu deals with the user sending information to the vehicle.

Menu Item	Sub Menu, Tab or Option	Description
Message to Current Selection		The user can send the same message to specific vehicles that the user has selected.
Message to Subfleet		The user can send the same message to a subfleet.
Message to Vehicle(s)		The user can send a message to specific vehicle(s).
Message to All		The user can send the same message to the entire fleet at one time.
Send Route		The Fleet Director user to send a route to a vehicle based on an address or landmark.
	Find Route by Landmark	Used with Turn-By-Turn unit to send a route to a vehicle by Landmark.
	Find Route by Address	Used with Turn-By-Turn unit to send a route to a vehicle by an address.

Maintain Menu

This menu deals with the setup, editing and deletion of Vehicle options.

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Menu Item	Sub Menu, Tab or Option	Description
Vehicles	eter 1900-1900 - 1900 och på det se på det til en et til på det på det til en et til en et til en et til en et	This window will produce 4 tabs (Vehicles, Vehicle Subfleets, Statuses and Exception Conditions).
	Vehicle Tab	Allows for vehicle creation, deletion and edits. Assignment and un-assignment of vehicles to the Watchlist occur here. Users can also set up a location schedule here. Also available on this tab is the ability to setup individually vehicle mileage information for Service Mileage reporting.
	Vehicle Subfleet Tab	Allows for Vehicle Subfleet creation, deletion and edits. The user has the ability to assign and un-assign the subfleet to their Watchlist . Users can also set up a location schedule here.
	Status Tab	Allows for status creation, deletion and edits. Users can assign, unassigned and schedule statuses.
	Exception Conditions Tab	Allows for creation, deletion and edits. Users can assign un-assign and schedule exception conditions.
Landmarks		Allows users to create, edit and delete point landmarks. The Radius button now displays on the main window.
	Landmark Groups Option	This option is on the main Landmark Properties window. Users can create, delete and edit Landmark Groups. Assigning a Landmark Group is also an option here.
Messaging		This selection houses all options related to messages.
	Messages	FSR level will be able to configure messaging from this tab. Administrative users can only view outbound messages.
	Message Filter	User has the ability to select a Subfleet, specific vehicles or all vehicles to receive incoming messages.
	Auto Response Message	Ability to reply to a message received. Both canned and form fill.
	Auto Move to Subfleets	Automatically move a vehicle to a subfleet based on an inbound message received from the vehicle.
	Custom Message Alert	Ability to configure which users will not receive pop up alerts of particular messages. Both canned and form fill.
	Vehicle Inbound Message Filter	Allows user to select messages they do not want notification of. This is for inbound canned messages only.
Drivers		Allows user to set up driver information for HOS logins and the Driver Login functionality so that Drivers show up associated with vehicles.

Windows Menu

This window controls the basic placement of the Map View window.

Close All	Selecting this will close all of the Map View windows.
Tile	Selecting this will tile the Map View window.
Cascade	Selecting this will cascade the Map View window.
Menu Item Sub Menu, Tab or Option	Description

Help Menu

This menu will access information about the FD6 product.

Menu Item Sub Menu, Tab or Option	Description
Help	Selecting this will pop up the on line help for FD6.
About	Selecting this option will produce the Fleet Director 6 splash screen with the version number, date and copyright information.

Zoom Capabilities

Zoom capabilities have now moved to the map itself.

In the upper left hand corner of the map itself will be a control item that will let the user zoom in and out by clicking on bars. In the upper right hand corner, the user will be able to select Local, City and Region zoom levels.

Data View Selections

The Data View contains nine individual tabs. Each of these tabs report a variety of current and historical information about the vehicle's activities the user is looking for.

each location as it comes into the eClient system.		
	column Name	Descriptions The name created in eClient for the vehicle.

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Tab	Column Name	Descriptions
	Event Time	The actual locate time of the vehicle.
	Address	A physical location includes the street address, city, state, and zip code.
	Cross Street	Is locates address' main cross street.
	MPH	Speed vehicle was traveling at when the location occurred.
	Heading	The direction the vehicle is traveling in.
	Quality	The quality of the locate event.
	Last Locate (Long, Lat)	The latitude and longitude of the last locate.
Vehicle Watchlist - This tab is very similar to the Events tab, but it only lists the vehicles once. The vehicle's information updates as it changes.	Vehicle	The name created in eClient for the Vehicle.
	Status	What status the vehicle is in at the time of the location.
	Event Time	The actual locate time of the vehicle.
	Address	A physical location includes the street address, city, state, and zip code.
	Cross Street	Is locates address' main cross street.
	MPH	Speed vehicle was traveling at when the location occurred.
	Heading	The direction the vehicle is traveling in.
	Quality	The quality of the locate event.
Message - This tab lists every message sent and received by a vehicle. The following columns of information are displayed:	Vehicle	The name created in eClient for the Vehicle.
	Event Time	The actual locate time of the vehicle.
	Message	Actual text of message sent to or received from the vehicle.
	Туре	Type of message sent to or received from the vehicle.

Tab	Column Name	Descriptions
Drivers - This tab lists all	Driver Name	The first and last name of the driver as set up in eClient.
drivers set up in eClient and which vehicle they in.		
	Vehicle	The name created in eClient for the Vehicle.
	Mobile Phone 1	The driver's cell phone number is here.
	Mobile Phone 2	A second or alternative phone number is here for the driver, for the driver
Exception Conditions - This tab lists all Exception Conditions triggered by the vehicle.	Vehicle	The name created in eClient for the vehicle.
	Event Time	The actual locate time of the vehicle.
	Exception Condition	The user created Exception Condition name.
	Condition Information	Exception Condition specifications are shown here.
	Туре	Type of exception condition triggered.
	New Status	The new status the vehicle is in if this option is part of the Exception Condition configuration.
Closest Vehicle - This tab will display all the vehicles assigned to the user's Watchlist sorted by closest distance to an address or landmark.	Vehicle	The name created in eClient for the Vehicle.
	Status	What status the vehicle is in at the time of the location event.
	>Distance (miles)	Shows the number of miles the vehicle is from the point or landmark.
	Address	A physical location includes the street address, city, state, and zip code.
	Cross Street	Is locates address' main cross street.

Tab	Column Name	Descriptions
	Event Time	The actual locate time of the vehicle.
Find Location - This tab will display all the locations when the user performs a Find action. There may be more than one location listed.	Address	This Address field lists just the postal number of the street.
	Street	The Street the address locates on.
	City	The City the address was found in.
	State	The State the address was found in.
	Zip Code	The zip code the address is in.
	Country	The Country the address is in.
Find Landmarks - This tab will display all the landmarks when the user performs a Find action.	Name	The landmarks name.
	Type	The Type of the Landmark
	Address	A physical location includes the street address, city, state, and zip code.
	Phone	
	Account	An account number the user may have entered when the landmark was set up.
	Location (Long,Lat)	The location based on longitude and latitude placement.
Playback - This tab populates with data when the History Playback function is active.	Vehicle	The name created in eClient for the Vehicle.
	Event	The Event is a name of an action that occurs by the workstation or vehicle that populates a location in the database.
	Event Time	The actual locate time of the vehicle.
	Status	The status the vehicle was in at the time of the Event.

Besides using the toolbar menu, users can also activate selected amount of functions by right clicking on the vehicles in each of the tabs in the data view. The **Events, Vehicle Watchlist, Message, Exception Conditions** and **Closest Vehicle** tabs all contain the same options. The following chart describes these options.

Option	Sub Menu, Tab or Option	Description
Locate		Manually locate the vehicle.
Locate Via Satellite		Manually locate the vehicle using satellite backup. (Option currently grayed out. It will be available with the Satellite Backup option.)
Send Message		Send a message to the vehicle.
Resend Message		Resend the previous message to the vehicle.
Change Status		Manually change the status of the vehicle.
HOS Driver Logout		User can log out a driver from the workstation.
Find Closest Vehicle		Find the closest vehicle to this vehicle.
Find Closest Vehicle in a Subfleet		Find the closest vehicle in a specific subfleet to this vehicle.
D is play		
	Display	Have the map view zoom to this vehicles current location.
	Display in New View	Opens up another map window to display this vehicle in.
	Follow	Allow the current map view to adjust when this vehicle moves.
	Follow In New View	Opens up a new map view and adjusts automatically to move when the vehicle moves.
	History Playback	Replay history for this vehicle.
Maintenance		
	Properties	Shows the properties of this vehicle There is also a tab that the user can make additional comments they might want associated with this vehicle.
	Exception Conditions	Displays the Exception Condition window to allow the user to create, edit and delete exception conditions.

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Option	Sub Menu, Tab or Option	Description
	Service Mileage	Displays the Service Mileage information window to allow users to view, create, edit or delete the service information.
Send Route		
	By Landmark	Sends a route to a vehicle based on a landmark. Vehicle must be equipped with the Turn-By-Turn unit.
	By Address	Sends a route to a vehicle based on an address. Vehicle must be equipped with the Turn-By-Turn unit.

The Find Locations and Find Landmarks tab also contain similar options. The following chart describes these options.

Option	Sub Menu, Tab or Option	Description
Display in Current View		Have the Map View zoom to this address or landmark.
Display in New View		Another map window will open up to display the address or landmark.
Find Closest Vehicle		Find the closest vehicle to this address or landmark.
Find Closest Vehicle in Subfleet		Find the closest vehicle in a subfleet to this address or landmark.
Properties (in the Find Landmarks tab only)		Brings up the properties of the landmarks for the user to view or edit.

Map View Selections

Like the Data View, there are several options available when right clicking on a Vehicle or Landmark that resides in the Map View.

Vehicle - Map View Selection

Options are available when right clicking on a Vehicle in the Map View. The chart below lists these options.

Option Sub Menu, Tab or Option	Description
Zoom Local	Map will zoom to the Local Area level.

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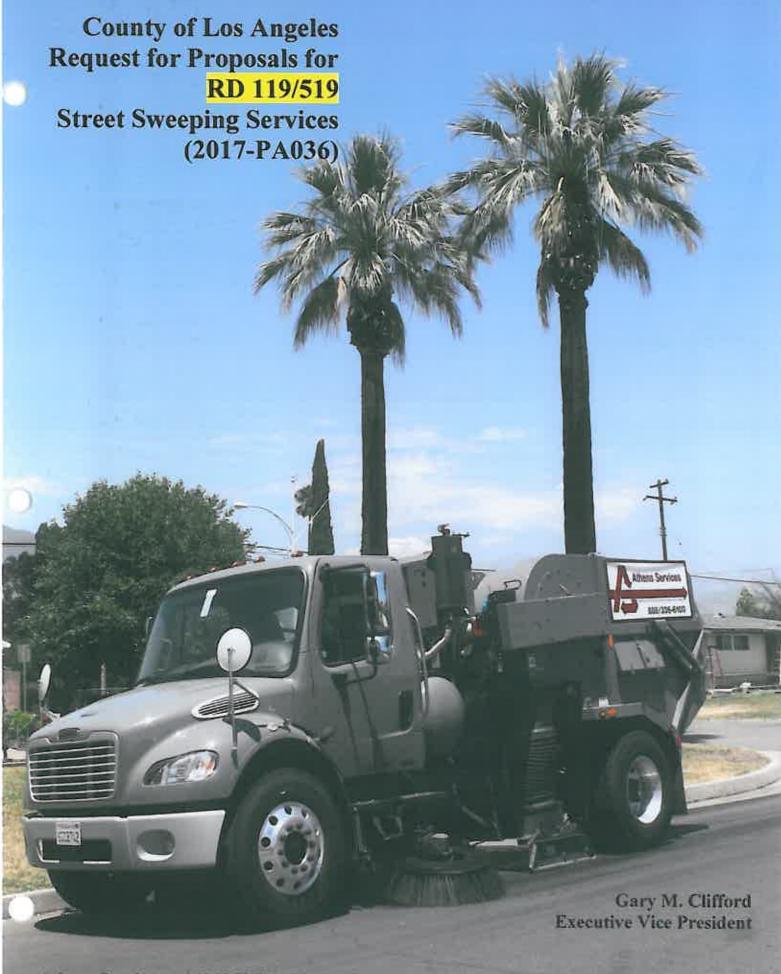
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Option	Sub Menu, Tab or Option	Description	
Locate		Manually locate the vehicle	
Send Message		Send a message to the vehicle.	
Follow New View		Opens up a new map view and adjusts automatically to move when the vehicle moves.	
Send Route			
	By Landmark	Sends a route to a vehicle based on a landmark. Vehicle must be equipped with the Turn-By-Turn unit.	
	By Address	Sends a route to a vehicle based on an address. Vehicle must be equipped with the Turn-By-Turn unit.	
Properties		This window shows the details of the vehicle. Four tabs make up this window. The Identification tab lists the vehicle's name and pertinent data about the vehicle. The communications tab provides information on what type of communication device is used. The appearance on map tab shows which icon depicts this vehicle. The miscellaneous tab provides the user to make additional comments on about the vehicle.	

Landmark - Map View SelectionOptions are available when right clicking on a Landmark in the Map View. The chart below lists these options.

Option Sub Menu, Tab or Option	Description	
Properties .	Selecting this option will bring up the Landmark Properties window.	



Athens Services 14048 Valley Blvd. City of Industry, CA 91716 (626) 336-3636

FOR

RD 119/519 STREET SWEEPING SERVICES (2017-PA036)

ITEM	DESCRIPTION	UNIT	ANNUAL QUANTITY	UNIT PRICE	ANNUAL PRICE
1.	Sweeping of curbed streets ¹	CURB MILES (CM) ²	10,972	\$ 24.00	\$ 263,328.00
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM) ³	312	\$ 88.00	\$ 27,456.00
	TOTAL ANNUAL PROPOSED PRICE				\$ 290,784.00

LEGAL NAME OF PROPOSER		
Arakelian Enterprises, Inc., dba Athens Services		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT	PROPOSAL COM OUT	
TITLE OF AUTHORIZED PERSON		
Gary M. Clifford, Executive Vice President		
DATE	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE)	LICENSE TYPE (IF APPLICABLE)
3/22/18	N/A	N/A
PROPOSER'S ADDRESS: P.O. Box 60009 Industry, CA 91716		
PHONE 626-336-3638	FACSIMILE 628-389-4754	E-MAIL gclifford@athensservices.com

- 1. Sweeping curbed streets and alleys includes sweeping of curbed and painted medians, the furnishing of water, and the proper disposal of all debris resulting from sweeping operations.
- 2. A Curb Mile (CM) is defined as a swept path not less than 10 feet wide for a total length of 5,280 feet.

 Both gutter brooms must be down for this definition to apply.
- A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet.

FOR

RD 119/519 STREET SWEEPING SERVICES (2017-PA036)

ITEM	DESCRIPTION	UNIT	ANNUAL QUANTITY	UNIT PRICE	ANNUAL PRICE
1.	Sweeping of curbed streets ¹	CURB MILES (CM) ²	10,972	\$ 25.20	\$ 276,494.40
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM) ³	312	\$ 92.40	\$ 28,828.80
	TOTAL ANNUAL PROPOSED PRICE				\$ 305,323.20

LEGAL NAME OF PROPOSER	• "	
Arakelian Enterprises, Inc., dba Alhens Ser	vices	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT	PROPOSAL OM AW - 4	
TITLE OF AUTHORIZED PERSON		
Gary M. Clifford, Executive Vice President		
DATE	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE)	LICENSE TYPE (IF APPLICABLE)
3/22/18	N/A	N/A
PROPOSER'S ADDRESS:		
P.O. Box 60009 Industry, CA 91716		
PHONE	FACSIMILE	E-Mail
626-336-3636	626-389-4754	gclifford@athensservices.com

- 1. Sweeping curbed streets and alleys includes sweeping of curbed and painted medians, the furnishing of water, and the proper disposal of all debris resulting from sweeping operations.
- 2. A Curb Mile (CM) is defined as a swept path not less than 10 feet wide for a total length of 5,280 feet. Both gutter brooms must be down for this definition to apply.
- 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.

FOR

RD 119/519 STREET SWEEPING SERVICES (2017-PA036)

ITEM	DESCRIPTION	UNIT	ANNUAL QUANTITY	UNIT PRICE	ANNUAL PRICE
1.	Sweeping of curbed streets¹	CURB MILES (CM) ²	10,972	\$ 26.46	\$ 290,319.12
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM) ³	312	\$ 97.02	\$ 30,270.24
	TOTAL ANNUAL PROPOSED PRICE				\$ 320,589.36

LEGAL NAME OF PROPOSER							
Arakelian Enterprises, Inc., dba A	Arakelian Enterprises, Inc., dba Athens Services						
SIGNATURE OF PERSON AUTHORIZED T	O SUBMIT PROPOSAL						
TITLE OF AUTHORIZED PERSON							
Gary M. Clifford, Executive Vice P.	resident						
DATE	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE)	LICENSE TYPE (IF APPLICABLE)					
3/22/18	N/A	N/A					
PROPOSER'S ADDRESS:							
P.O. Box 60009 Industry, CA 917	16						
PHONE	FACSIMILE	E-MAIL					
626-336-3636	826-369-4754	gclifford@athensservices.com					

- 1. Sweeping curbed streets and alleys includes sweeping of curbed and painted medians, the furnishing of water, and the proper disposal of all debris resulting from sweeping operations.
- 2. A Curb Mile (CM) is defined as a swept path not less than 10 feet wide for a total length of 5,280 feet. Both gutter brooms must be down for this definition to apply.
- 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.

FOR

RD 119/519 STREET SWEEPING SERVICES (2017-PA036)

ITEM	DESCRIPTION	UNIT	ANNUAL QUANTITY	UNIT PRICE	ANNUAL PRICE
1.	Sweeping of curbed streets ¹	CURB MILES (CM) ²	10,972	\$ 27.78	\$ 304,802.16
2.	. Sweeping of paved PAVED ALLEY MILES (PM) ³		312	\$ 101.87	\$ 31,783.44
		Т	OTAL ANNUA	AL PROPOSED PRICE	\$ 336,585.60

LEGAL NAME OF PROPOSER Arakelian Enterprises, Inc., dba	Athone Senicee		
SIGNATURE OF PERSON AUTHORIZE			
	CM W - 4		
TITLE OF AUTHORIZED PERSON			
Gary M. Clifford, Executive Vic	e President		
DATE	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE)	LICENSE TYPE (IF APPLICABLE)	
3/22/18	N/A	N/A	
PROPOSER'S ADDRESS:			
P.O. Box 60009 Industry, CA	91716		
	FACSIMILE	E-MAIL	
PHONE 626-338-3636	826-369,4754	gclifford@athensservices.com	

- 1. Sweeping curbed streets and alleys includes sweeping of curbed and painted medians, the furnishing of water, and the proper disposal of all debris resulting from sweeping operations.
- 2. A Curb Mile (CM) is defined as a swept path not less than 10 feet wide for a total length of 5,280 feet. Both gutter brooms must be down for this definition to apply.
- 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.

SUMMARY SHEET OF SCHEDULE OF PRICES

FOR

RD 119/519 STREET SWEEPING SERVICES (2017-PA036)

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

NOTE: Bidder must provide pricing for ALL contract terms including the 5th term. Any submitted bid that does not include pricing for all terms maybe rejected at the sole discretion of the County.

It is the responsibility of the Bidder to calculate the Proposal price to take into consideration a possible escalation of wages, materials, and other costs during the Contract period. The Board, County, Public Works, District(s), or Director make no representations regarding future costs or the rate of wages that may become necessary to pay employees of the Contractor for the work performed during the Contract period.

ITEM	TERMS	ANNUAL PRICE
1	RD 119/519 STREET SWEEPING SERVICES (Initial Term)	\$ 290,784.00
2	RD 119/519 STREET SWEEPING SERVICES (Option Year 1)	\$ 305,323.20
3	RD 119/519 STREET SWEEPING SERVICES (Option Year 2)	\$ 320,589.36
4	RD 119/519 STREET SWEEPING SERVICES (Option Year 3)	\$ 336,585.60
	TOTAL PRICE FOR YEARS' 1 THROUGH 4	\$ 1,253,282.16
	AVERAGE TOTAL PRICE FOR YEARS 1 THROUGH 4 (TOTAL PRICE FOR YEARS 1 THROUGH 4 ÷ 4 YEARS)	\$ 313,320.54

LEGAL NAME OF PROPOSER		
Arakellan Enterprises, Inc., dba Athens Ser	vices	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT	PROPOSAL COM ALL Y	
TITLE OF AUTHORIZED PERSON		
Gary M. Clifford, Executive Vice President		
DATE	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE)	LICENSE TYPE (IF APPLICABLE)
3/22/18	N/A	N/A
PROPOSER'S ADDRESS:		
P.O. Box 60009 Industry, CA 91716		
PHONE	FACSIMILE	E-Mail
626-336-3636	626-369-4754	gclifford@athensservices.com

FORM PW-9.1 (SUPPLEMENTAL)

County of Los Angeles Request for County's Preference Program Consideration and CBE Firm/Organization Information Form

I. <u>INSTRUCTIONS:</u> Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply.*

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

☐ Reque	t for Local Sma	II Business Enterprise (LSBE) Program Pre	eference	
□ Ce bu	rtified by the Stationary	ate of California as a si Los Angeles County for a	nall business and h t least one (1) year;	nas had its principal place of	
pri	ncipal place of b	usiness located in Los A	Angeles County and	's inclusion policy that has its has revenues and employee	
siz	es that meet the a rtified as a LSBE	State's Department of Ge	neral Services requir	rements; and	
☐ Reque	t for Social Ent	erprise (SE) Program Pr	eference		
em	pusiness that has ployment to a tice services; and	Fransitional Workforce o	least one year provi r providing social,	ding transitional or permanent environmental and/or human	
☐ Ce	rtified as a SE bu	siness by the DCBA.			
☐ Reque	☐ Request for Disabled Veterans Business Enterprise (DVBE) Program Preference				
☐ Ce	☐ Certified by the State of California, or				
☐ Ce	tified by U.S. De	partment of Veterans Affa	fairs as a DVBE; or		
cri	Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets criteria set forth by: the State of California as a DVBE or is verified as a service-disab veteran-owned small business by the Veterans Administration; and				
☐ Ce	tified as a DVBE	by the DCBA.			
NO INSTAI	ICE SHALL AN PREFERENCE E	Y OF THE ABOVE LI	STED PREFERENC NY OTHER COUN	ERENCES WILL APPLY. IN CE PROGRAMS PRICE OR TY PROGRAM TO EXCEED ION.	
DECLARAT OF CALIFO	ON: I DECLARE RNIA THAT THE	UNDER PENALTY OF ABOVE INFORMATION	PERJURY UNDER IS TRUE AND ACC	THE LAWS OF THE STATE URATE.	
D	BA certification	is attached.			
Name of Fi	m Arakelian	Enterprises, Inc.,	County Webven No.	00239801	
Print Name	/		Title: Executive	Vice President	
Signature.	Gary, M. Clif	ford 9	Date: 12/13/17		
Review	er's Signature	Approved	Disapproved	Date	

FORM PW-9.1 (SUPPLEMENTAL)

Date:

12/13/17

Sole P Specify): byees (include)	DN: The inf ted without roprietorsh	formation retregard to r	ace/ethnic	city, color,	or statistical purp religion, sex, na Corporation	ational ori	gin, age,	sexual orien	tation, or	tion (
Sole P Specify): byees (incluion of Firm.	roprietorsh	t regard to r	ace/ethnic	city, color,	religion, sex, na	ational ori	gin, age,	sexual orien	tation, or	tion		
Specify): byees (inclu- ion of Firm.	ding owne	rs): 12			Corporation	□ N	onprofit	Franchi	se			
oyees (inclu-		15).	28					1				
ion of Firm.		15).	28									
	Please di	stribute the					Total Number of Employees (including owners): 1228					
osition			above to	al number	r of individuals in	ito the fol	lowing ca	ategories:				
		Owners/Partners/ Associate Partners			Managers		Staff					
		Male	Fe	male	Male	Fer	nale	Male	Ferr	ıale		
can					1	()	1'	7 5			
					16		.7	937	91			
nder					4	:	-	7	1			
					0	()	0	0			
					0	()	2	2			
		5 1			29 4			79 19				
ERSHIP IN F	FIRM: Ple	ase indicate	by perce	ntage (%)	how ownership	of the fire	n is distr	ibuted.				
- 1	Hispanio	c/ Latino			American	Indian	Fi	lipino	Whit	8		
%		%			%	%		%	83.33			
%		%		C	%	%		%	16.66			
	ERSHIP IN I African rican % %	ERSHIP IN FIRM: Ple African Hispania % % NORITY, WOMEN, D	ERSHIP IN FIRM: Please indicate African rican % % % % NORITY, WOMEN, DISADVANT	ERSHIP IN FIRM: Please indicate by perce African rican	ERSHIP IN FIRM: Please indicate by percentage (%) African Hispanic/ Latino rican % % % % NORITY, WOMEN, DISADVANTAGED, AND DISA	16 Inder 16 16 16 10 0 0 29 ERSHIP IN FIRM: Please indicate by percentage (%) how ownership African rican Hispanic/ Latino Korican Ko	16 1 nder 4 1 0 0 0 ERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm African rican Hispanic/ Latino Islander American Indian % % % % NORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSIN	16	16	16		

LOCAL SBE-FIRM-ORGANIZATION FORM.DOC Rev. 10/18/16 PW Rev. 10/18/16

Gary M. Clifford

Authorized Signature:

INFORMATION IS TRUE AND CORRECT.

Title:

Executive Vice President

ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION

Company N	Name: Arakelian Enterpr	ises, Inc., DBA Athens S	ervices
Company A	Address: _{PO Box} 60009		
City:	Industry	State: CA	Zip Code: 91716
Telephone Number: 626-336-3636		Email Address: GClif	ford@AthensServices.com
Solicitation	/Contract for2017-PA036		Services

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Exhibit B, Section 1.00, Compliance with County's Zero Tolerance Human Trafficking Policy, of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title
Gary M. Clifford	Executi ve Vice President
Signature: A A	Date: 12/13/17

BIDDER'S COMPLIANCE WITH THE IFB: MINIMUM REQUIREMENT RD 119/519 STREET SWEEPING SERVICES (2017-PA036)

BIDDER MUST CHECK A BOX IN EVERY SECTION

Important Note: The information on this form is subject to verification.

At the time of bid submission, Bidder must meet the following minimum requirement:

- 1. The Bidder or its managing employee must have a minimum of 3 years of experience providing street sweeping services.
 - Yes. Bidder or its managing employee does meet the experience requirement stated above.

Stated abo	VC.	
Bidder or Bidder's Managing Employee's Name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experiences
Athens Services	Since 1987	Street sweeping of streets and parking lots in 28 municipalities, beginning with Temple City in 1987. See next page for extensive list.

No. Bidder or its managing employee does not meet the experience requirement
stated above.

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

Signature	Title
Gary M. Clifford	Executive Vice President
Firm Name	Date
Arakelian Enterprises, Inc., dba Athens Se	ervices 12/13/17



Post Office Box 60009 Industry, CA 91716



Street and Parking Lot Sweeping, Pressure Washing, & Porter Services



- Full Service Sweeping
- Pressure Washing, Porter Service
- Lowest Rates
- Seven Day Service Available
- State-of-the-Art Sweepers
- Fully Committed to Safety



Service areas include most of Southern California

Apartment Buildings
Commercial Businesses

Large or Small Projects Homeowner Associations

Official Street Sweeping Contractor for:



(626) 934-4664

Visit us at www.AthensServices.com

STATEMENT OF EQUIPMENT FORM RD 119/519 STREET SWEEPING SERVICES (2017-PA036)

BIDDER'S NAME:	Arakelian Enterprises, Inc., DBA Athens Services	
ADDRESS:	PO Box 60009, Industry, CA 91716	
TELEPHONE:	(626) 336-3636	

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

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

TYPE OF				SERIAL NUMBER	CONDITION	OPERATIONAL/ NON-	LOCATION	DESIGN Chec	NATION k one
EQUIPMENT	EQUIPMENT	MODEL	YEAR		EQUIPMENT	OPERATIONAL		DEDICATED	PRIMARY BACKUP
Street Sweeper	Freightliner	TYMCO600	2009	LFVACXDT49HAK0587	Good	Operational	Irwindale Yard	x	
Street Sweeper	Freightliner	TYMCO600	2010	1FVACXDTXADAU3268	Good	Operational	Irwindale Yard		x
				<u>, </u>					
	<u> </u>								
			•						
-									

Living Wage Rate Annual Adjustments

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

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

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

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

Instructions to complete PW-2s, Schedule of Prices and LW-8s, Cost Methodology

The Contract's terms and the anniversary of the Living Wage rate increases are not the same dates. For example, the Contract may start from October 1, 2017, and will end September 30, 2018, which covers two different rates of Living Wage.

This means in the same Contract term, for example, the first option term, contractor must adhere to two different rates of Living Wage.

Each Contract term has its own Form PW-2 and Form LW-8.

Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE <u>HIGHER</u> OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS <u>OR</u> YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.

For example, contractor's term cover from October 1, 2017 to December 31, 2017, the Living Wage rate is \$14.25 and from January 1, 2018 to August 31, 2018, the Living Wage rate is \$15.00, therefore; the Contractor's LW-8 for this period must be \$15.00 or higher or Contractor's LW-8 clearly shows the two rates during those periods.

Each Contract term proposed prices indicated in Form PW-2, Schedule of Prices, must be equal to each Form LW-8.

COUNTY OF LOS ANGELES

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

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

	and attenuate our policin of the of their filli.	
The Age	ent is required to check each of the following two boxes:	
LIVING	WAGE ORDINANCE:	
X	The Agent has read the County's Living Wage Ordinance (Loand understands that the Firm is subject to its terms.	os Angeles County Code, Section 2.201.010 through 2.201.100),
CONTR	ACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARME	INT ORDINANCE:
X	The Agent has read the County's Determinations of Contractor N County Code Section 2.202.010 through 2.202.060), and understa	onresponsibility and Contractor Debarment Ordinance (Los Angeles ands that the Firm is subject to its terms.
LABOR	LAW/PAYROLL VIOLATIONS:	
working	Law/Payroll Violation" includes violations of any federal, state or conditions such as minimum wage, prevailing wage, living wage, nent discrimination.	local statute, regulation, or ordinance pertaining to wages, hours or , the Fair Labor Standards Act, employment of minors, or unlawful
His	tory of Alleged Labor Law/Payroll Violations (Check One):	
X	The Firm HAS NOT been named in a complaint, claim, investiga which involves an incident occurring within three (3) years of the	tion or proceeding relating to an alleged Labor Law/Payroll Violation a date of the proposal; OR
, _	The Firm HAS been named in a complaint, claim, investigation or involves an incident occurring within three (3) years of the Labor/Payroll/Debarment History form with the pertinent informations.	proceeding relating to an alleged Labor Law/Payroll Violation which date of this proposal. (I have attached to this form the required ation for each allegation.)
His	tory of Determinations of Labor Law /Payroll Violations (Check	One):
X	There HAS BEEN NO determination by a public entity within the Labor Law/Payroll Violation; OR	ree (3) years of the dale of the proposal that the Firm committed a
	Law/Payroll Violation. I have attached to this form the required for each violation (including each reporting entity name, case re opened, and nature and disposition of each violation or fine	3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll/Debarment History form with the pertinent information number, name and address of claimant, date of incident, date claim ding.) (The County may deduct points from the proposer's final function points available with the largest deductions occurring for
HISTOR	Y OF DEBARMENT (Check one):	
X	The Firm HAS NOT been debarred by any public entity during the	past ten (10) years; OR
l declare	reporting entity name, case number, name and address of claimar each violation or finding) on the attached Labor/Payroll/Debarment under penalty of perjury under the laws of the State of Califor	•
Owner's	Agent's Authorized Signature	Print Name and Title Gary M. Clifford, Executive Vice President
Print Nar	me of Firm Arakelian Enterprises, Inc., dba Athens Services	Date 12/13/17

PROPOSER'S EMPLOYEE BENEFITS

Proposer: Athens Services	
Name of Proposer's Health Plan: ExcelCare Elect Open Acces	ss HMO Date: 11/10/17
Medical Insurance/Health Plan: 100% Large Driver Employer Pays \$\frac{Truck Driver}{50\%}\$ Employee Pays \$\frac{0.00}{50\%}\$ Total Mo.	\$362.29 EE Only \$869.53 EE+Spouse or Partner \$634.05 EE+Child(ren) Premium \$1,105.02 EE+Family
Annual Deductible Employee \$_0.00 Family \$_	* All Other Ops employees pay per Month: \$0.00 EE Only \$253.62 EE+Spouse or Partner \$135.88 EE+ Child(ren)
Coverage (√) Hospital Care (In Patient Out Patient Out Patient X-Ray and Laboratory Surgery Office Visits Pharmacy Maternity Mental Health/Chemical Dependency, In Mental Health/Chemical Dependency, Output	Patient ut Patient
Dental Insurance:	HMO Dental PPO Dental \$17.54 \$50.67 EE Only \$28.57 \$94.55 EE+Spouse or Partne
Employer Pays \$_0.00 Employee Pays \$_100% Total Mo.	\$30.20 \$ 99.96 EE+Chlld(ren) S46.52 \$153.99 EE+Family
Life Insurance:	
Employer Pays \$ 100% Employee Pays \$ 0.00 Total Mo.	Premium \$ 1.73
Vacation:	Mar. 11. 11. 11. 11. 1. 1. 1. 1. 1. 1. 1. 1
Number of Days According and	Vacation schedule - Hired prior to 9/01/16 0 - 2.99 years 40 hours
to schedule Any increase after years of employment, number of days	3 – 6.99 years 80 hours 7 – 15.99 years 120 hours s or hours 16 + years 160 hours
Sick Leave:	Vacation schedule - Hired 9/01/16 and after 0 - 2.99 years 40 hours
Number of Days and	3 – 6.99 years 80 hours 7 + years 120 hours
Any increase after N/A years of employment, number of days	s or hours
Holidays:	
Number of Days6 per year	
Retirement:	
Employer Pays \$Up to 3% Employee Pays \$Voluntary Total Predoctor of annual Wages 1% up to 100% of well	

RD 119/519 STREET SWEEPING SERVICES (2017-PA036)

POSITION/TITLE *			HOU	RS PER	DAY			HOURS	APPROXIMATE	HOURLY	П	
(LIST EACH EMPLOYEE SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	HOURS	WAGE RATE**		COST
							_		(52 x Hrs per wk)		Ļ	40.500.00
Sweeper Driver (regular time)		8.00	8.00	8.00	8.00	8.00		40.00	2,080,00	19.50	\$	40,560.00
Sweeper Driver (over time)		3,20	3.20	3.20	3,20	3.20		16.00	832.00	29.25	\$	24,336.00
										<u></u>	\$	
											\$	
											\$. <u> </u>
											\$	
											\$	
											\$	
											\$	
											\$	
Comments/Notes:									_	Total Salaries	\$	64,896,00
THE PARTY OF THE P	71 IF 100	SHED O	TUC T	34/0	(1) Vac	alions,	Sick Lea	ve, Holiday				2,648.00
**NOTE: HOURLY RATE LISTED MUST BE LIVING WAGE RATE IF CONTRACT TERMS	THE HIL TOWNS	THROUG	HIMIN'	AAO	(2) Hea						\$	11,797.00
LIVING WAGE RATE IN CONTRACT TERMS					(3) Pay	roll Tax	es & Wo	rkers' Compens	ation		\$	7,463.00
							l Pensio					2,167.00
					Total Employee Benefits (1+2+3+4)							24,075.00
					(5) Equipment Costs							86,849.00
					(6) Service and Supply Costs							65,774.00
		•			(7) Gen	eral an	d Admini	strative Costs			\$	25,890.00
				_	(8) Prof	il					\$	23,300.00
									Total Oti	ner Costs (5+6+7+8)	\$	201,813.00
										TOTAL PRICE	\$	290,784.00

All employees shown must be FULL-TIME employees of the Bidder, unless exemption to use Pert-Time employees has been granted by the County.

Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification, hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2.1 through PW-2.5, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2.1 through PW-2.5, Schedule of Prices, and this cost methodology, Form LW-8.1 through LW-8.4, the correctly calculated price indicated in Form PW-2.1 through PW-2.5, Schedule of Prices, shall prevail.

The 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 Bld.

Arakelian Enterprises, Inc., dba Athens Services	Con lett		3/22/18
Name of Bidder	Signature	1 of 4	Date
	Gary M. Clifford		

^{**} Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2,201 - Living Wage Program. Hourly rates that are not in complaince may subject your proposal to rejection.

RD 119/519 STREET SWEEPING SERVICES (2017-PA036)

POSITION/TITLE *			HOU	RS PER	DAY			HOURS	APPROXIMATE	HOURLY	П	
(LIST EACH EMPLOYEE SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	HOURS	WAGE RATE**	Į.	COST
									(52 x Hrs per wk)		\vdash	
Sweeper Driver (regular time)		8.00	8.00	8.00	8.00	8.00		40.00	2,080.00	20.48	\$	42,588.00
Sweeper Driver (over time)		3,20	3,20	3,20	3.20	3.20		16.00	832.00	30 71	\$	25,552.80
											\$	
											\$	
											\$	
											\$	
											\$	
	_										\$	
											s	
											\$	
Comments/Notes:										Total Salaries	\$	68,140,80
THE PERSON OF TH	oc Tuc Nic	SUED O	THE T	38/0	(1) Vac	alions,	Sick Lea	ve, Holiday			\$	2,780.40
**NOTE: HOURLY RATE LISTED MUST E LIVING WAGE RATE IF CONTRACT TERM	S SPANS 1	THROUG	H MUL	TIPLE	(2) Hea	lth Insu	rance				\$	12,386.85
LIVING WAGE RATE			., – –		(3) Pay	roll Tax	es & Wo	rkers' Compens	etion		\$	7,836.15
							d Pensio					2.275.35
	_								Total Employee	Benefits (1+2+3+4)		25.278.75
					(5) Equ	ipment	Costs	-			\$	91,191.45
					(6) Sen	rice and	Supply	Costs			\$	69,062.70
	_				(7) Gen	erel an	Admini	strative Costs			\$	27,184.50
					(8) Prot	fil					\$	24,465.00
									Total Oti	ner Costs (5+6+7+8)	\$	211,903.65
										TOTAL PRICE	\$	305,323.20

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

Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2.1 through PW-2.5, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2.1 through PW-2.5, Schedule of Prices, and this cost methodology, Form LW-8.1 through LW-8.4, the correctly calculated price indicated in Form PW-2.1 through PW-2.5, Schedule of Prices, shall prevail.

The 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 Bid.

Arakelian Enterprises, Inc., dba Athens Services	En ell	4-4	3/22/18
Name of Bidder	Signature	1 of 4	Date
	Gary M. Clifford		

^{**} Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in complaince may subject your proposal to rejection.

RD 119/519 STREET SWEEPING SERVICES (2017-PA036)

POSITION/TITLE *			HOU	RS PER	DAY			HOURS	APPROXIMATE	HOURLY	П	
(LIST EACH EMPLOYEE SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	HOURS	WAGE RATE**		COST
<u></u>									(52 x Hrs per wk)		Ļ	11747.10
Sweeper Driver (regular time)		8.00	8.00	8,00	8,00	8.00		40.00	2,080.00	21.50	\$	44,717.40
Sweeper Driver (over time)		3.20	3,20	3,20	3.20	3,20		16.00	832.00	32.25	\$	26,830.44
								_			\$	
											\$	
											\$	
											\$	
											\$	
											\$	
											\$	
											\$	
Comments/Notes:										Total Salaries	\$	71.547.84
		CHED OF	r THE T	34/0	(1) Vac	alions,	Sick Lea	ve, Holiday				2,919.42
"NOTE: HOURLY RATE LISTED MUST E LIVING WAGE RATE IF CONTRACT TERM!	S SPANS :	THROUG	FINE I	TIPLE	(2) Hea	lth Insu	rance	_			\$	13,006.19
LIVING WAGE RATE					(3) Pay	roll Tax	es & Wo	rkers' Compens	ation		\$	8,227.96
			_				l Pensio				\$	2.389.12
			-					-	Total Employee	Benefits (1+2+3+4)	\$	26.542.69
					(5) Equ	ipment	Costs		_		\$	
							Supply	Costs			\$	72,515.84
					(7) Ger	neral an	d Admini	istrative Costs			\$	28,543.73
					(8) Prof	fit				·	\$	25,688.25
									Total Ot	ner Costs (5+6+7+8)	\$	222,498.83
										TOTAL PRICE	\$	320,589.36

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

Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification, estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2.1 through PW-2.5, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2.1 through PW-2.5, Schedule of Prices, and this cost methodology, Form LW-8.1 through LW-8.4, the correctly calculated price indicated in Form PW-2.1 through PW-2.5, Schedule of Prices, shall prevail.

The 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 Bid.

Arakelian Enterprises, Inc., dba Athens Services	On ll	4	3/22/18
Name of Bidder	Signature	1 of 4	Date
	Gary M. Clifford		

^{**} Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in complaince may subject your proposal to rejection.

RD 119/519 STREET SWEEPING SERVICES (2017-PA036)

8.00 3.20	8.00 3.20	SAT	40.00 16.00	HOURS (52 x Hrs per wk) 2,080.00 832.00	22.57 33.86	\$ 46,953 \$ 28,171 \$ \$ \$ \$ \$ \$	
+	_				The state of the s	\$ 28,171 \$ \$ \$ \$ \$	
3.20	3,20		16,00	832.00	33.86	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	1.96
						\$ \$ \$	
						\$ \$	
						\$	
						\$	
							<u> </u>
						\$	
	1					\$	
						\$	
				-	Total Salaries	\$ <u>75.125</u>	.23
(1) Va	calions,	Sick Lea	ve, Holiday			\$ 3,065.3	
	alth Insu					\$ 1 <u>3,656</u>	.50
			rkers' Compense	ation		\$ 8,639.3	36
		d Pensio				\$ 2,508.5	57
				Total Employee	Benefits (1+2+3+4)	\$ 27,869	.82
(5) Eq	uipmenl	Costs				\$ 100,50	5.34
(6) Se	rvice and	Supply	Costs			\$ 76,141	.63
(7) Ge	neral an	d Admini	istrative Costs			\$ 29,970	.91
(8) Pro	ofit					\$ 26,972	.66
1				Total Oth	er Costs (5+6+7+8)	\$ 233,59	0.54
4—					TOTAL PRICE	\$ 336,58	E 60
	(8) Pro	(8) Profit	(8) Profit	(8) Profit			Total Other Costs (5+6+7+8) \$ 233,59

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

Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2.1 through PW-2.5, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2.1 through PW-2.5, Schedule of Prices, and this cost methodology, Form LW-8.1 through LW-8.4, the correctly calculated price indicated in Form PW-2.1 through PW-2.5, Schedule of Prices, shall prevail.

The above information was complied from records that are available	to me at this time and I de	eclare under penalty of per	jury that the information is true and accurate within
the requirements of the Bld.	And All-	\rightarrow	

Arakelian Enterprises, Inc., dba Athens Services	CM WW-	4	3/22/18
Name of Bidder	Signature	1 of 4	Date

Gary M. Clifford

Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2,201 - Living Wage Program. Hourly rates that are not in complaince may subject your proposal to rejection.

ENCLOSURE B

Bid Detail Information

Bid Number: PW-ASD944

Bid Title: RFSQ for Street Sweeping Services

Bid Type: Service

Department: Public Works

Commodity: STREET SWEEPING SERVICES

Open Date: 3/19/2015 Closing Date: Continuous Bid Amount: \$ 0

Bid Download: Not Available

Bid Description: PLEASE TAKE NOTICE that Public Works requests Statement of Qualifications (SOQ) for the contract

Street Sweeping Services (2015-SQPA004). The purpose of this solicitation is to establish a qualified list of contractors that can perform work when Public Works anticipates the need for street sweeping services. The Request for Statement of Qualifications (RFSQ) with contract specifications, forms, and

instructions for preparing and submitting proposals may be accessed at

http://dpw.lacounty.gov/asd/contracts or may be requested from Ms. Angela Cho at (626) 458 4169 or

acho@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT http://dpw.lacounty.gov/asd/contracts.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFSQ document including, but not limited to:

 Proposer or its managing employee must have a minimum of three years of experience performing street sweeping services.

Once the need to utilize the contractor's services is identified, Public Works will send out a Bid Request to all qualified contractors with a specific work description, price sheets, and additional requirements for the bids to be considered responsive and responsible. Some of the requirements may include, but are not limited to, submission of a sealed bid prior to the established deadline, additional licenses/certificates, and/or additional experience and equipment requirements.

A Proposers' Conference will be held on Tuesday, March 31, 2015, at 2 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room D. 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, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference.

This solicitation will remain open continuously at the discretion of the County. The RFSQ Proposers' Mandatory Conference may be offered annually or as needed depending on the needs of the County.

Please note that the Qualified Contractors List as determined in this solicitation may be utilized by other County departments and/or special districts of the County for their solicitation needs.

This RFSQ process may take several weeks to process before a Qualified Contractors List is made. Therefore, it is imperative that Proposers return all SOQ material no later than April 14, 2015, at 5:30 p.m.

Proposer's who miss this deadline may not submit proposals until

November 2, 2015. SOQ received after this date will be reviewed in the order they are submitted to Public

Works based on the time indicated by the Public Works time stamp.

Contact Name: Angela Cho Contact Phone#: (626) 458-4169

Contact Email: acho@dpw.lacounty.gov Last Changed On: 3/19/2015 6:57:56 AM

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COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS CONTRACTOR'S UTILIZATION PARTICIPATION FOR ROWLAND HEIGHTS AREA STREET SWEEPING SERVICES

Small-Sized Business Category Contractor Name	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet
none						
Medium-Sized Business Category Contractor Name						
none						
Large-Sized Business Category Contractor Name						
Arakelian Enterprises, Inc., dba Athens Services	n/a	n/a	n/a	n/a	n/a	n/a

Small-Sized Business Category Contractor Name	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet
none						
Medium-Sized Business Category Contractor Name	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet
R.F. Dickson Co., Inc.	n/a	n/a	n/a	n/a	n/a	n/a
Large-Sized Business Category Contractor Name						
CleanStreet	n/a	n/a	n/a	n/a	n/a	n/a

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS CONTRACTOR'S UTILIZATION PARTICIPATION FOR RD 119/519 STREET SWEEPING SERVICES

Small-Sized Business Category Contractor Name	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet
none						
Medium-Sized Business Category Contractor Name						
none						
Large-Sized Business Category Contractor Name						
Arakelian Enterprises, Inc., dba Athens Services	n/a	n/a	n/a	n/a	n/a	n/a

Small-Sized Business Category Contractor Name	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet
none						
Medium-Sized Business Category Contractor Name	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet
R.F. Dickson Co., Inc.	n/a	n/a	n/a	n/a	n/a	n/a
Large-Sized Business Category Contractor Name						
CleanStreet	n/a	n/a	n/a	n/a	n/a	n/a