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

DONALD L. WOLFE, Director

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

IN REPLY PLEASE
REFER TO FILE: AS-0

June 19, 2007

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

Dear Supervisors:

STREET SWEEPING SERVICES
SUPERVISORIAL DISTRICTS 1, 2, AND 4
3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

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

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

3. Award four contracts (Enclosure A) for Street Sweeping Services to the contractors and for the areas and amounts listed below, and direct the Chair to execute these contracts. These contracts will be for a period of two years (one year for South Whittier) commencing on July 1, 2007, or upon Board approval, whichever occurs last, and may be extended in increments of one year, not to exceed a total contract period of four years. Funds are available in Public Works' 2007-08 Road Fund for the South Whittier, Valinda/Hacienda Heights, and West Whittier areas; and available in Public Works' 2007-08 Road Fund and Internal Service Fund for the Marina Del Rey area.

Contractor	Supervisorial District	Area	Amount for Base Term	Annual Amount for Renewal Options
Joe's Sweeping Inc., dba Nationwide Environmental Services, Inc.	1 & 4	South Whittier	$414,715.53 for a One-Year Contract Term	$414,715.53
R.F. Dickson Co., Inc.	1 & 4	Valinda/Hacienda Heights	$919,980.88 for a Two-Year Contract Term	$459,990.44
Joe's Sweeping Inc., dba Nationwide Environmental Services, Inc.	1 & 4	West Whittier	$310,106.36 for a Two-Year Contract Term	$155,053.18
Joe's Sweeping Inc., dba Nationwide Environmental Services, Inc.	2 & 4	Marina Del Rey	$251,408 for a Two-Year Contract Term	$125,704

4. Delegate authority to the Director to expend up to an additional 25 percent of the contract sum for unforeseen, additional work within the scope of the contract, if required, and for fuel adjustments in accordance with the contract.

5. Delegate authority to the Director of Public Works to renew these contracts for each additional renewal option if, in the opinion of the Director, the contractor has successfully performed the previous contract period and the services are still required; to approve contractors' entity change in accordance with the Board's policy on contractor mergers/acquisition; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend them if, in the opinion of the Director, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

These contracts are for street sweeping services to maintain approximately 53 curb, paved alley, and street and highway miles in Marina Del Rey; approximately 271.32 curb, paved alley, and street and highway miles in South Whittier; approximately 114.57 curb, paved alley, and street and highway miles in West Whittier; and approximately 361.06 curb, paved alley, and street and highway miles in Valinda/Hacienda Heights. Public Works has contracted for these services since 1994. The purpose of this action is to continue contracting for these services.

Implementation of Strategic Plan Goals

The award of these contracts is consistent with the County Strategic Plan Goals of Service Excellence, Organizational Effectiveness, and Fiscal Responsibility as the contractor has the specialized expertise to provide these services in a timely, responsive, and cost-effective manner.

FISCAL IMPACT/FINANCING

There will be no impact on net County cost. These contracts are for the areas and amounts listed below with additional 25 percent for unforeseen, additional work within the scope of work of the contract and for fuel adjustments in accordance with the contract. These amounts are based on Public Works' estimated annual requirements for these services at the annual prices quoted by the contractor. These contracts will commence on July 1, 2007, or upon Board approval, whichever occurs last, for a period of two years (one year for South Whittier) and may be extended for increments of one year, not to exceed a total contract period of four years.

Financing for the services for the South Whittier, Valinda/Hacienda Heights, and West Whittier areas is included in Public Works' 2007-08 Road Fund. Financing for the services for the Marina Del Rey area is included in Public Works' 2007-08 Road Fund and Internal Service Fund. Funds to finance the contract's renewal years will be included through Public Works' budget process.

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

These Proposition A contracts do not allow for cost-of-living adjustments for the option-years. However, these contracts do contain a provision for fuel adjustments on a semiannual basis.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

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 County Code Section 2.121.380 have been met.

Since these are Proposition A contracts, Public Works has determined that these contractors comply with the requirements of the Living Wage Program (Los Angeles County Code Chapter 2.201) and agree to pay their full-time employees providing County services a Living Wage rate of $11.84 per hour without health benefits.

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

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from CEQA pursuant to Section 15301 of the State CEQA Guidelines.

CONTRACTING PROCESS

On January 30, 2007, Public Works solicited proposals from 60 independent contractors and community business enterprises to accomplish this work. Also, notice of the Request for Proposals (RFP) was placed on the County's bid website (Enclosure B), and an advertisement was placed in the *Los Angeles Times*.

Pursuant to the applicable memorandum of understanding, the RFP for these contracted services was submitted on January 29, 2007, to the appropriate union for review before being released to the public. The union has not asked to meet with Public Works.

On February 26, 2007, three proposals were received for each of the four areas. The proposals were first reviewed to ensure they met the mandatory requirements outlined in the RFP. The proposals having met these requirements were then evaluated by an evaluation committee consisting of Public Works staff. Each area was evaluated independently. The committee's evaluation was based on criteria described in the RFP, which included the price, experience, work plan, financial resources, references, and demonstrated controls over labor/payroll record keeping. Based on these evaluations, it is recommended that four contracts be awarded to the highest-rated, responsive, and responsible proposers, Joe's Sweeping Inc., dba Nationwide Environmental Services, Inc., for South Whittier, West Whittier, and Marina Del Rey areas; and R.F. Dickson Co., Inc., for Valinda/Hacienda Heights area.

Enclosure C reflects the contractors' minority participation. These contractors were selected upon final analysis and consideration without regard to race, creed, gender, or color. These contractors are also certified by Office of Affirmative Action Compliance as a Local Small Business Enterprise.

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

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

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

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of these contracts will not result in the displacement of any County employees, as these services are presently contracted with the private sector.

CONCLUSION

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

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

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Enc. 14

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

BOARD EXECUTE

ENCLOSURE A

AGREEMENT FOR

STREET SWEEPING SERVICES FOR SOUTH WHITTIER

THIS AGREEMENT, made and entered into this 19TH day of JUNE, 2007, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and JOE'S SWEEPING, INC., d.b.a. NATIONWIDE ENVIRONMENTAL SERVICES, a Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on February 26, 2007, hereby agrees to provide services as described in the attached specifications for street sweeping services for South Whittier, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E.1, Project Location/Vicinity Map- South Whittier, Exhibit F, Fuel Adjustments, Exhibit G, Sample Calculation of the Fuel Price Adjustment; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract documents.

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THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed $414,381.33 per year (Maximum Contract Sum), or such greater amount as the Board may approve.

FOURTH: This Contract's initial term shall be for a period of one year commencing on July 1, 2007, or Board approval, whichever occurs last. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of four years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

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

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

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

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

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

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

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

ELEVENTH: The Director may adjust 12 percent of the unit rate of compensation set forth in Form PW-2, 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> for Gasoline - All Grades (Regular) for California, and at <http://tonto.eia.doe.gov/dnav/pet/pet_pri_prop_dcu_r50_m.htm> for Propane (LPG) using West Coast (PADD 5) "Commercial/Institutional," 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 three months preceding the proposal submission date and the fuel price published three months preceding each effective date of the adjustment. However, when the percentage increase or decrease in the fuel price is less than 5 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 G. Public Works shall be permitted to audit the Contractor's fuel usage, fuel costs, and fuel procurement methods for the vehicles used in providing these services and the Contractor shall provide records pertaining to its fuel costs upon the County's request.

TWELFTH: 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 G, inclusive, the COUNTY'S provisions shall control and be binding.

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

FOURTEENTH: 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 Chairman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

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

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Directors

By _____
Deputy

ATTEST:

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

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

78 JUN 19 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

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

By _____
Its President

Never Samuelian
Type or Print Name

By _____
Its Secretary

Suzy Samuelian
Type or Print Name

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles } ss.

On May 29, 2007 (Date), before me, Ani Kaprielian Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),
personally appeared Never Samudian & Suzy Samuelian (Name(s) of Signer(s)),

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

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

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

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document
Title or Type of Document: S. Whittier Agreement. LA County

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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SCOPE OF WORK

STREET SWEEPING SERVICES (2007-PA006)

A. Public Works Contract Manager

Public Works Contract Manager will be:

For Azusa/Covina/Claremont and Valinda/Hacienda Heights, Mr. David Oboza of Road Maintenance Division's Road Maintenance District 1 – Baldwin Park, who may be contacted at (626) 337-1277, e-mail address: doboza@dpw.lacounty.gov, Monday through Thursday, and alternate Fridays, 7:30 a.m. to 4 p.m.

For South and West Whittier, Mr. Brian Le of Road Maintenance Division's Road Maintenance District 4 – Hollydale, who may be contacted at (562) 869-1176, e-mail address: ble@dpw.lacounty.gov, Monday through Thursday, and alternate Fridays, 7:30 a.m. to 4 p.m.

For Marina Del Rey, Mr. Jeffrey Donaldson of Road Maintenance Division's Road Maintenance District 3 – Westchester, who may be contacted at (310) 348-6448 ext. 235, e-mail address: jdonald@dpw.lacounty.gov, Monday through Thursday, and alternate Fridays, 7:30 a.m. to 4 p.m.

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

B. Work Location

Exhibits E.1 through E.4, Project Location/Vicinity Maps, provide a more detailed outline of each street sweeping area's limits.

C. Work Description

Contractor shall sweep and/or clean once a week all public streets, paved alleys, and curbed medians within the Project limits as shown in Exhibits E.1 through E.4, Project Location/Vicinity Maps. The word "sweeping" shall define an operation, and the method shall not be limited to the use of a power broom street sweeper. Unless otherwise stated, work shall be measured in either Curb Miles or Paved Alley Miles. A Curb Mile is defined as a swept path not less than 5 feet wide for a total length of 5,280 feet. A Paved Alley Mile is defined as a swept path not less than 20 feet wide for a total length of 5,280 feet.

Sweeping a street shall normally consist of a single pass at a maximum speed of not more than 6 miles per hour (8 miles per hour in South and West Whittier) on each side of the street adjacent and parallel to the curb face and shall include

curb returns and cross gutters at intersecting streets. Where there is a raised median, sweeping shall also consist of a single swept path on each side of the median adjacent and parallel to the median curb face.

Sweeping an alley shall normally consist of single swept path on each side to the alley adjacent and to the right of the flow line or centerline of the alley at a maximum speed of not more than 6 miles per hour (8 miles per hour in South and West Whittier.

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 E, Standard of Performance, below, Contractor shall sweep or clean the unsatisfactory area again, at no cost to the County, within two calendar days without interruption of the regular sweeping schedule.

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

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

D. Parking Lot Sweeping – Marina del Rey Area Only

In addition to sweeping of streets, curbed medians, paved alleys and other incidental work, the Contractor shall also sweep public parking lots operated by the County of Los Angeles Department of Beaches and Harbors in Marina del Rey designated as Parking Lots 1 through 19.

Sweeping a parking lot shall normally consist of a single swept path adjacent and parallel to the perimeter of the parking lot and adjacent and parallel to any raised medians within the boundaries of the parking lot at a maximum speed of not more than 6 miles per hour.

Notwithstanding any provision of this Contract requiring the Contractor to conduct all of its activities and operations within the confines of public roadways, the Contractor shall enter upon and provide services within the specified public parking lots.

E. 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 the free flow of water in the gutter and to maintain streets in a state of cleanliness. The Contract Manager will make the final determination as to whether the work has been satisfactorily completed. If the work has not been satisfactorily completed, the Contract Manager may direct Contractor to resweep the unsatisfactorily swept area(s) not swept at all, if the area(s) can be reswept during the same business day. If the area(s) cannot be reswept during the same business day by Contractor, the Contract Manager may deduct payment to Contractor in accordance with this Exhibit's paragraph O, Inspection and Acceptance of the Work.

F. Disposal of Refuse and Debris

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

G. Key Control – Marina del Rey Area Only

The County of Los Angeles Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, CA 90292, will provide the Contractor with all keys and gate cards that the Contractor will need in order to perform the Contract work. The Contractor shall report all lost and stolen keys and gate cards to the Department of Beaches and Harbors within 24 hours of discovery of their loss and shall reimburse the Department of Beaches and Harbors for the cost of changing locks and keys. Upon termination of this Contract, all keys and gate cards shall be returned to the Department of Beaches and Harbors within 5 days. The Contractor shall not duplicate any keys and gate cards without the Department of Beaches and Harbors' prior written consent. Duplication of keys and gate cards without such consent is a misdemeanor (California Penal Code Section 469) and a breach of contract.

H. Storage Facilities

The County will not provide storage facilities for Contractor.

I. Water

Contractor shall furnish all water necessary for sweeping operations in accordance with this Exhibit's paragraph C, Work Description.

J. Rights of Way

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

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

K. Authority of Board and Contract Manager

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

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

L. Best Management Practices

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

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

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

NO.	MATERIAL MANAGEMENT
CD10 (2)	Material Delivery and Storage
CD11 (2)	Material Use
CD12 (2)	Spill Prevention and Control
NO.	**WASTE MANAGEMENT**
CD13 (2)	Solid Waste Management
CD14 (2)	Hazardous Waste Management
CD15 (2)	Contaminated Soil Management
CD16 (2)	Concrete Waste Management
NO.	**VEHICLE AND EQUIPMENT MANAGEMENT**
CD18(2)	Vehicle and Equipment Cleaning
CD19(2)	Vehicle and Equipment Fueling
CD20(2)	Vehicle and Equipment Maintenance
NO.	**TRAINING**
CD40	Employee/Subcontractor Training
NO.	**PHYSICAL STABILIZATION**
CD26A(2)	Soil Stabilizer/Dust Control

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

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

or operation which may produce runoff and whenever runoff from other sources may occur.

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

M. Work Schedule

A complete schedule of weekly sweeping shall be submitted to the Contract Manager for approval prior to any work being done under this Contract. The schedule shall include the Curb Miles and Paved Alley Miles of streets, alleys, and medians to be swept daily as well as the daily starting time.

Also, a route map shall be submitted as part of the schedule, showing streets, alleys, and medians to be swept each day by the Contractor. Contractor shall indicate the daily sweeping route on the maps in an appropriate and understandable manner that is acceptable to the Contract Manager. Changes in the schedule for the convenience of Contractor will require approval by the Contract Manager prior to being included in the weekly work.

The County reserves the right to require Contractor to sweep specific areas on specified days and at specified times of the day and to change any portions of an existing and established sweeping 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 days and hours.

2. Areas shall not be swept on the same day trash pickup is scheduled. Whenever feasible, sweeping shall be scheduled the day after trash pickup (one to two days after trash pickup for Valinda/Hacienda Heights only). Contractor shall be responsible for determining when trash pickups are scheduled.

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

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

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

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

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

Alternate Day Sweeping Schedule – Valinda/Hacienda Heights, Azusa/Covina/Claremont, and West Whittier only

Streets on this contract shall be swept on an "alternate day" sweeping schedule.

An alternate day schedule requires the Contractor to sweep the 2 sides of a street on 2 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 Contractor has been awarded this contract, said Contractor shall have 30 days to provide a finalized and working alternate day sweeping schedule to the Contract Manager.

N. Prosecution of Work

To minimize public inconvenience, Contractor shall diligently prosecute the work in the manner and at the times specified in this Exhibit A, Scope of Work, and shall at all times comply with the approved sweeping schedule. If, as determined

by the Contract Manager, Contractor fails to prosecute the work to the extent that the public may be inconvenienced, Contractor shall, upon orders from the Contract Manager, immediately resume diligent prosecution of the work. All cost of prosecuting the work as described herein shall be included in Contractor's Total Annual Proposed Price.

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

O. Inspection and Acceptance of the Work

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

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

A "location" is generally defined as an alley and/or side of any street between two adjacent streets, a cul-de-sac, and/or a dead-end street. A 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 Plans. Photos and documentation for all deficient locations will be provided to Contractor on the working day following the inspection for all deficient locations.

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

1. No debris shall be in or on the street or gutter within 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.

P. Suspension of Work

The work may be suspended in whole or in part when determined by the Contract Manager that the suspension is necessary in the interest of the County. Contractor shall comply immediately with any written order of the Contract Manager suspending work. Such suspension shall be without liability to Contractor on the part of the County except as otherwise specified in this Exhibit's paragraph Y, Additional Sweeping.

Q. Noncompliance with Plans and Specifications

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

R. Contractor's Equipment Compliance with Laws and Regulations

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

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

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

4. Contractor shall furnish and maintain in good and safe condition all equipment required for the proper execution of this Contract. The Contract Manager may reject any vehicle or piece of equipment not meeting these safety, maintenance, or regulatory requirements. For the

sweeping of curbed highways and streets, Contractor's equipment shall clean the streets as specified in this Exhibit's paragraph E, Standard of Performance.

5. Contractor shall provide sweeping equipment and disposal trucks, which shall be properly maintained both mechanically and in appearance. Contractor shall provide 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. Contractor's telephone number shall be prominently displayed on all equipment for purposes of identification.

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

S. 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, Contractor shall provide Public Works with two accounts to access the GPS provider's Internet site. If additional software is required, Contractor shall provide software for installation on two Public Works computers.

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

4. Contractor shall pay for all costs related to the GPS, including hardware, software, activation fees, technical support, and monthly service charge fees. 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 (8 mph for South and West Whittier) 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 three months. After three months, data shall be backed up and be made available at Public Work's request.

14. Contractor's reference vendors for GPS:

GPS North America
P.O. Box 637
Holland, PA 18966
Contact: Mr. Tod Lewis
Telephone: (888) 760-4477
E-mail: www.gpsnorthamerica.com

TELETRAC, Inc.
7391 Lincoln Way
Garden Grove, CA 92841
Contact: Mr. Carlos Reyes
Telephone: (800) 487-4357
E-mail: www.teletrac.net

T. Reports

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

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

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

3. When missed areas were swept.

4. Number of complaints received each day.

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

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

U. Measurement

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

Additional sweeping of streets, as defined in this Exhibit's paragraph Y, 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 five to determine the Curb Miles per mile of length.

The following applies to Valinda/Hacienda Heights, Azusa/Covina/Claremont, and West Whittier only.

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

V. Contractor's Representative

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

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

W. Quality Control

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

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

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

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

X. Plans and Specifications

Included as part of this Contract are Plan sheets (Exhibits E.1 through E.4) showing the locations of streets and alleys included in this service area.

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

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

Y. Additional Sweeping

Contractor shall provide additional sweeping of any street(s) and alley(s) within the area shown on the Plans at any time when ordered by the Contract Manager.

Contractor will be compensated for each additional sweeping at the Contract's Unit Price per Curb Mile or Paved Alley Mile, as appropriate. The method of payment will be determined by the Contract Manager.

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

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

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

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

Z. Changes Resulting from Schedule Disruption

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

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

When any holiday or observance as specified in the Government Code of the State of California occurs on a regular scheduled sweeping day, and said

sweeping area is not swept in observance of said holiday, the subject sweeping area shall when ordered by the Contract Manager be swept within two working days of the regularly scheduled sweeping day without interruption of the regular sweeping schedule. Any such requested sweeping shall meet the requirements of this Exhibit's paragraph E, Standard of Performance, and shall be performed by Contractor at the Contract Unit Price per Curb Mile and shall not be considered additional sweeping.

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

AA. Changes Resulting from Added or Deleted Streets

It is the intent of this Contract to provide for the weekly sweeping of all curbed streets (including curbed medians) and paved alleys within the unincorporated area shown on the Plans (Exhibits E.1 through E.4). As streets and alleys are improved, they will be added to the weekly sweeping schedule. Compensation to Contractor will be based on the Curb Miles added multiplied by the Contract's appropriate Unit Price.

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

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

BB. City Incorporation

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

CC. Changed Conditions

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

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

DD. Communications and Public Relations

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

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

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

EE. Special Safety Requirements

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

FF. Project Site Safety

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

GG. Project Safety Official

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

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SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Headings

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

B. Definitions

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

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

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

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

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

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

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

District. Los Angeles County Flood Control District.

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

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

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

Solicitation. Request for Proposals or Request for Quotation.

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

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

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

C. Ambiguities or Discrepancies

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

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Assurance of Compliance with Civil Rights Laws

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

B. Conflict of Interest

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

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

C. Consideration of Hiring County Employees Targeted for Layoffs

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

D. Consideration of Hiring GAIN/GROW Employees

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

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

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

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

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

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

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

G. County Lobbyists

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

H. Nondiscrimination in Employment

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

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

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

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

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

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

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

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

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

I. County's Quality Assurance Plan

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

J. Notice to Employees Regarding the Federal Earned Income Credit

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

K. Recycled-Content Paper Products

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

L. Publicity

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

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

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

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

M. Termination for Improper Consideration

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

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

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

N. Warranty Against Contingent Fees

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

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

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

O. Compliance with Applicable Laws

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

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

P. Legal Status of Contractor's Personnel at Facility

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

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

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

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

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

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

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

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

S. Gratuitous Work

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

T. Assignment by Contractor

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

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

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

U. Subcontracting

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

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

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

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

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

V. Governing Laws

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

W. Notice of Delay

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

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

X. Record Retention and Inspection/Audit Settlement

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

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

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

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

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

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

Y. Validity

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

Z. Waiver

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

AA. Default and Termination

1. Default

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

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

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

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

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

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

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

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

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

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

2. Default for Insolvency

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

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

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

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

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

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

3. Termination for Convenience

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

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

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

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

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

BB. Notification

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

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

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

CC. Changes and Amendments of Terms

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

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

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

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

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

DD. Confidentiality

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

EE. Contractor's Charitable Activities Compliance

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

FF. Budget Reduction

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

SECTION 3

GENERAL CONDITIONS OF CONTRACT WORK

A. Labor

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

B. Public Convenience

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

C. Cooperation

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

D. Care and Protection of Facilities

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

E. Equipment, Labor, Supervision, and Materials

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

F. Permits/Licenses

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

G. Quality of Work

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

H. Quantities of Work

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

I. Cooperation and Collateral Work

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

J. Authority of Public Works and Inspection

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

K. Safety Requirements

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

L. Public Safety

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

M. Work Area Controls

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

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

N. Transportation

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

O. Storage of Material and Equipment

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

P. Jobsite Safety

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

Q. Labor Law Compliance

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

R. Overtime

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

S. Prohibition Against Use of Child Labor

1. The Contractor shall:

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

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

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

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

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

SECTION 4

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

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

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

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

B. Indemnification

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

C. Workplace Safety Indemnification

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

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

D. General Insurance Requirements

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

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

   a. Specifically identify this Contract.

   b. Clearly evidence all coverage required in this Contract.

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

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

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

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

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

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

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

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

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

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

E. Compensation for County Costs

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

F. Insurance Coverage Requirements for Subcontractors

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

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

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

G. Insurance Coverage Requirements

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

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

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

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

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

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

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

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

SECTION 5

CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

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

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

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

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

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

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

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

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

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

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

SECTION 6

CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

A. Contract Subject to Jury Service Program

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

B. Written Employee Jury Service Policy

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

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

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

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

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

SECTION 7

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

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

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

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

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

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

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

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

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

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

A. Notice to Employees Regarding the Safely Surrendered Baby Law

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

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

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

SECTION 9

COMPLIANCE WITH LIVING WAGE PROGRAM

A. Living Wage Program

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

B. Payment of Living Wage Rates

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

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

   b. Not less than $9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least $2.20 per hour towards the provision of bona fide health care benefits for its employees and any dependents. Contractor will be deemed to have contributed $2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its employees the higher hourly living wage rate.

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

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

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

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

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

C. Contractor's Submittal of Certified Monitoring Reports

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

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

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

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

E. County Auditing of Contractor Records

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

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

F. Notifications to Employees

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

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

G. Enforcement and Remedies

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

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

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

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

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

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

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

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

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

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

H. 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 the County that it is necessary to use non-full-time employees based on staffing

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

I. Contractor Retaliation Prohibited

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

J. Contractor Standards

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

K. Neutrality in Labor Relations

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

EXHIBIT C

Department of the Treasury
Internal Revenue Service
Notice 1015

(Rev. December 2005)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

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

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

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

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2005 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

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

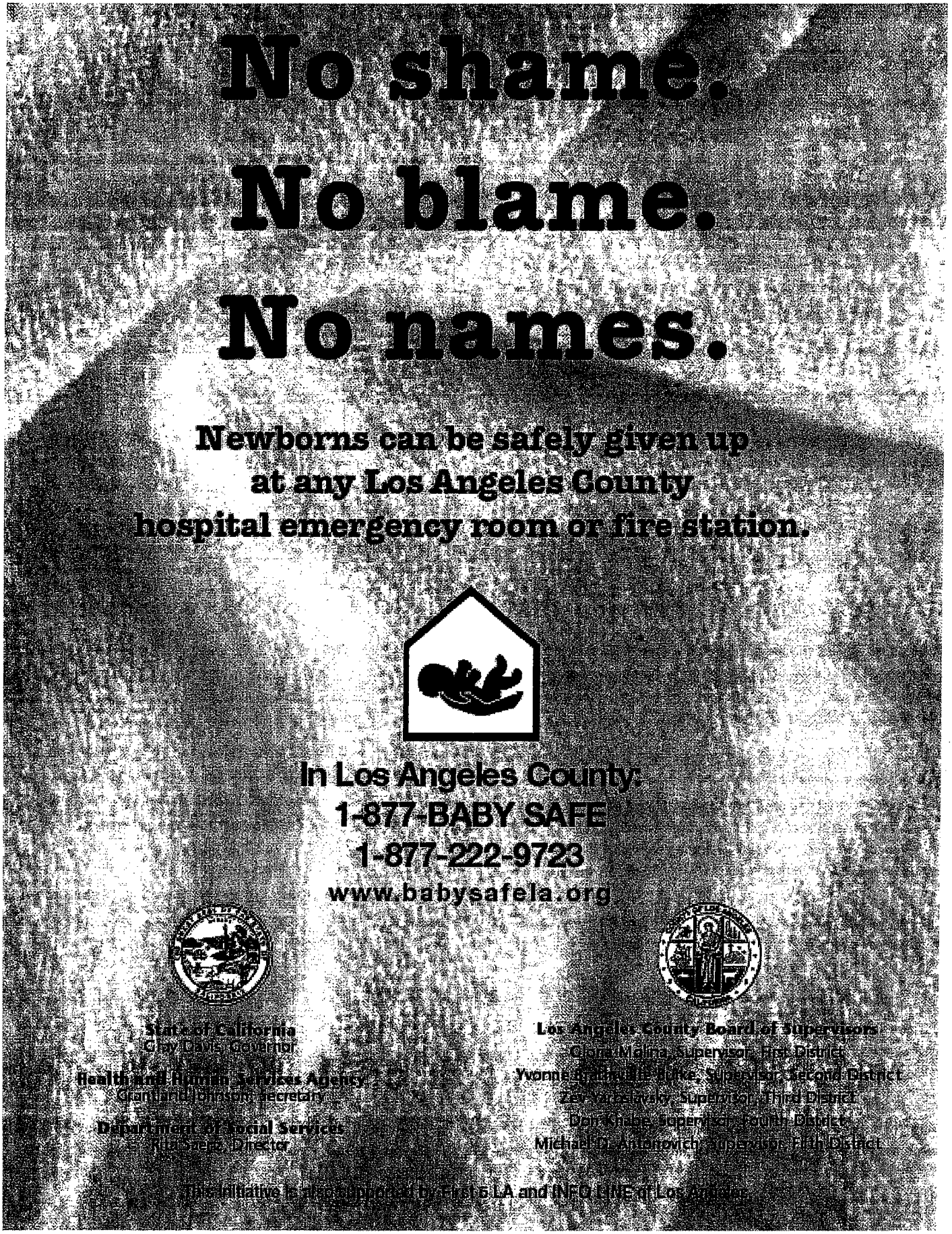
How Do My Employees Get Advance EIC Payments?

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

Notice 1015
(Rev. 12-2005)

Cat. No. 20599I

EXHIBIT D.1


No shame.
No blame.
No names.
Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.
In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org
State of California
Gray Davis, Governor
Health and Human Services Agency
Grantland Johnson, Secretary
Department of Social Services
Rita Saenz, Director
Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District
This initiative is also supported by First 5 LA and INFO LINE of Los Angeles

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent?

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

Why is California doing this?

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

A baby's story

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

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

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

EXHIBIT D.3

Sin pena.
Sin culpa.
Sin peligro.

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

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

Estado de California
Gray Davis, Gobernador

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

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

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

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

¿Los padres deben llamar antes de llevar al bebé?

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

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

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

¿Qué ocurrirá con el bebé?

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

¿Qué pasará con el padre/madre?

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

¿Por qué California hace esto?

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

Historia de un bebé

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

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

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

EXHIBIT E

PROJECT LOCATION/VICINITY MAPS

EXHIBIT E.2

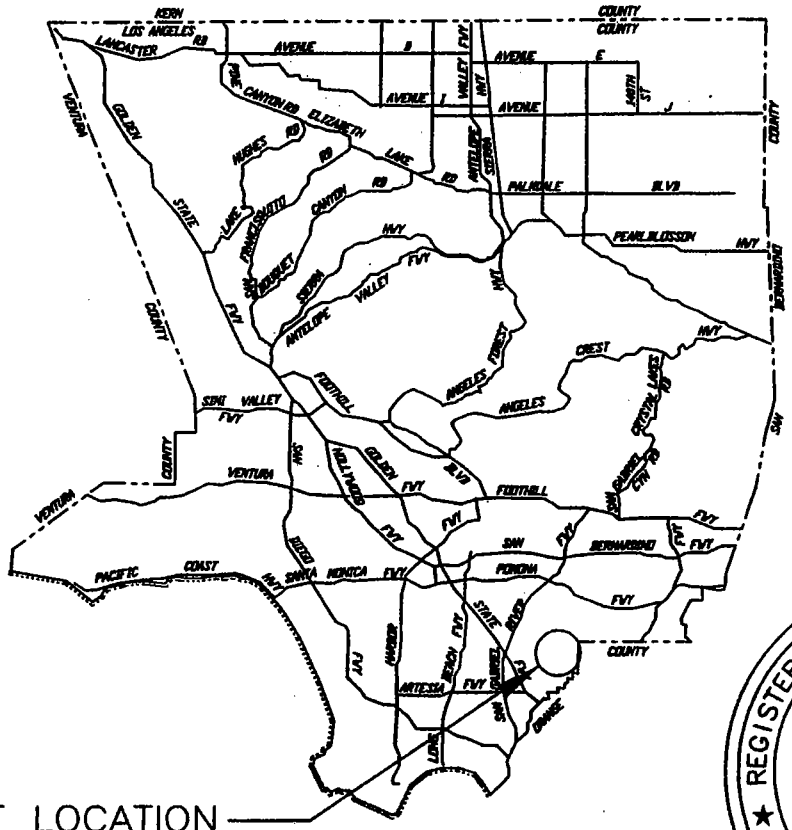
LOS ANGELES COUNTY
DEPARTMENT OF PUBLIC WORKS

PROJECT ID NO. RMD4406003

PRIME CONTRACTOR LICENSE REQUIRED: NONE

SOUTH WHITTIER STREET SWEEPING

TOTAL LENGTH 271.32 MILES



PROJECT LOCATION

VICINITY MAP

No Scale

REGISTERED PROFESSIONAL ENGINEER
SHAILESH R. PATEL
C 58158
EXP. 06/30/2008
CIVIL
STATE OF CALIFORNIA

INDEX OF SHEETS

SHT	1	Title Sheet
SHTS	2-8	Location Maps
SHTS	9-10	Posted Times & Notes
SHTS	11-12	Summary, Alleys & Medians

APPROVED DONALD L WOLFE DIRECTOR OF PUBLIC WORKS

BY _____ DEPUTY DIRECTOR DATE

SUBMITTED

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

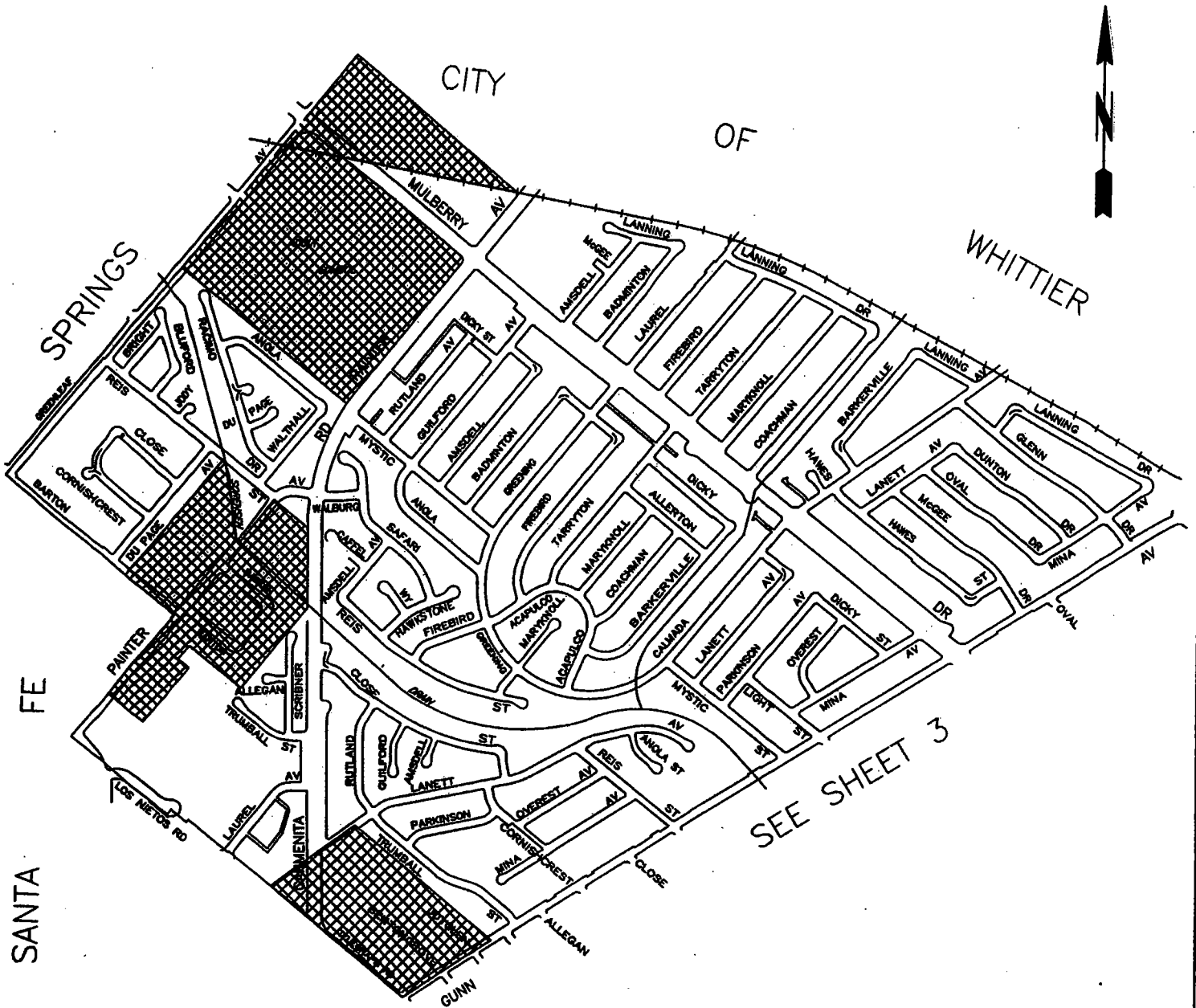
REFERENCES THOMAS GUIDE 707, 708, 736, 737 & 766

ROAD DISTRICT 146, 446 & 441

REVIEWED Jim Ealy 1-23-07

DISTRICT ENGINEER-RD.MAINT.DIST. 4 DATE

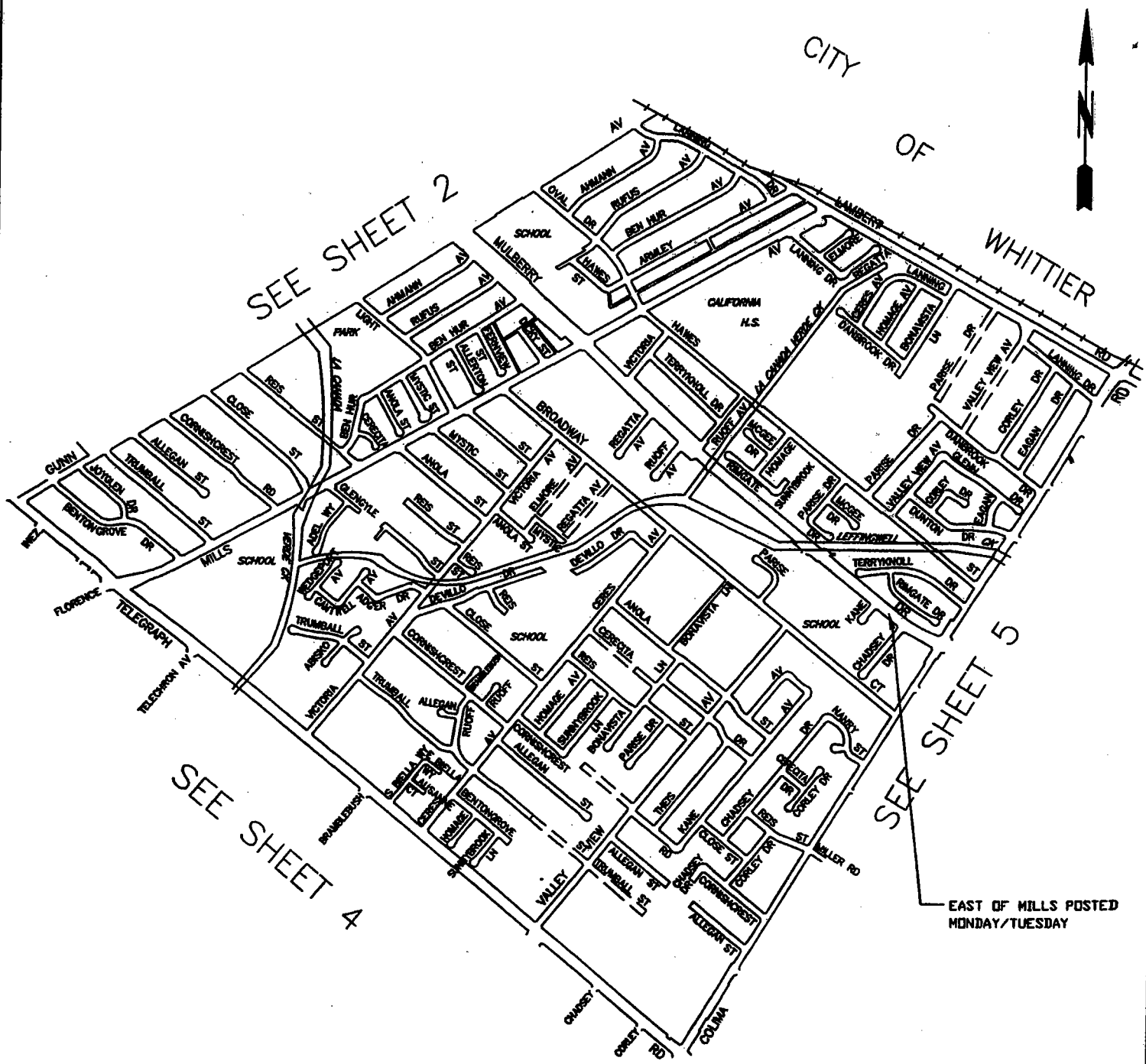
PROJECT ENGINEER	C.E. NO.	DESIGNER	CHECKER	SHEET 1 OF 12 SHTS.
SHAILESH PATEL	C58158	B. LE	R. GORDILLO	DWG. NO. SWEEP-01



= Areas not part of sweeping contract

SEE SHEET 9 FOR SCHEDULE

PROJECT NAME	SOUTH WHITTIER STREET SWEEPING					PROJECT I.D. No. RMD4406003	
PROJECT ENGINEER	S. PATEL	C.E. NO. C 58158	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION – DISTRICT 4	T.G. 707	FILENAME SWEEP-02	SCALE NONE	SHEET 2 OF 12



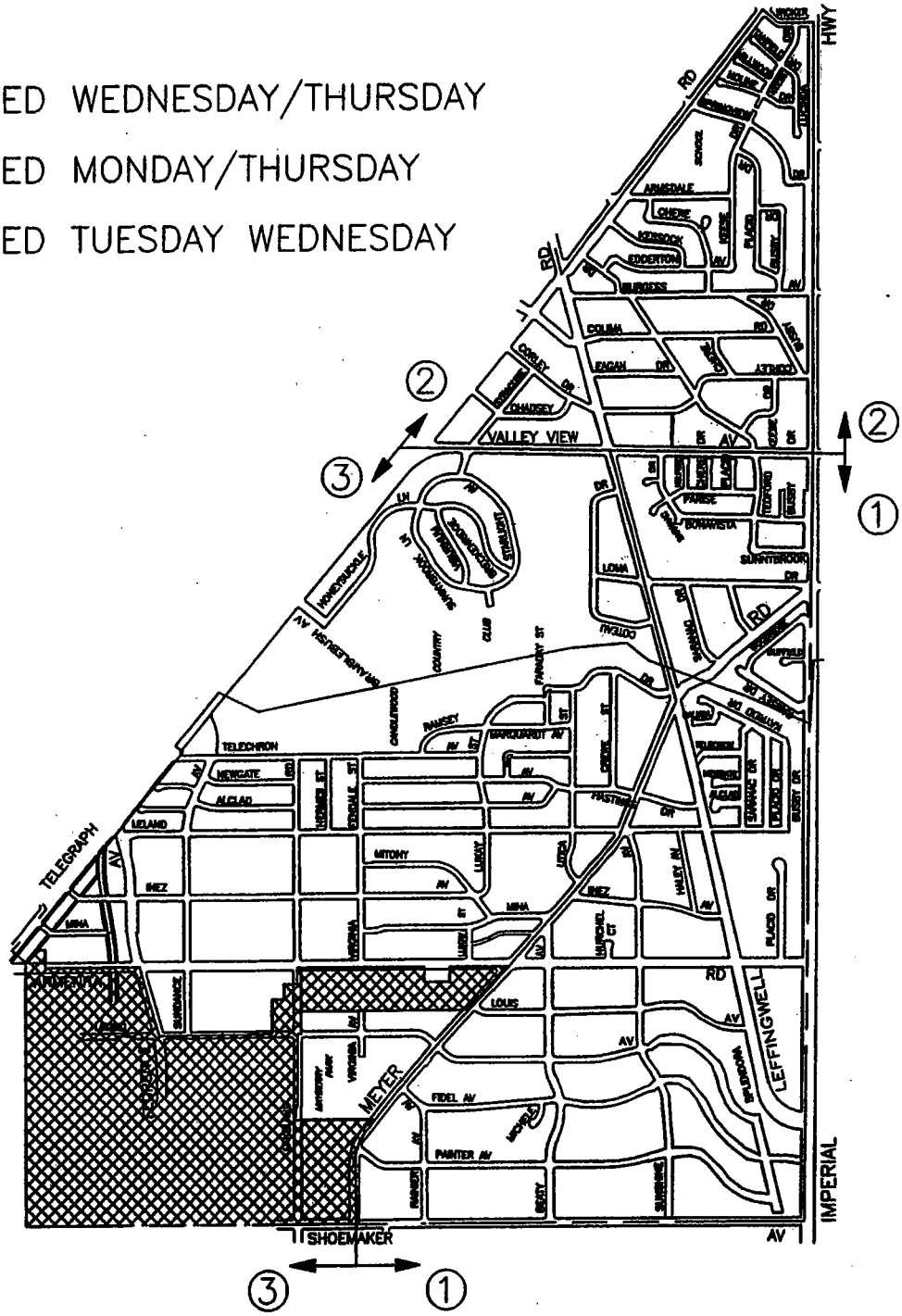
SEE SHEET 9 FOR SCHEDULE

PROJECT NAME	SOUTH WHITTIER STREET SWEEPING				PROJECT I.D. No. RMD4406003	
PROJECT ENGINEER: S. PATEL	C.E. NO. C 58156	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION – DISTRICT 4	T.G. 707	FILENAME SWEEP-03	SCALE NONE	SHEET 3 OF 12

① POSTED WEDNESDAY/THURSDAY

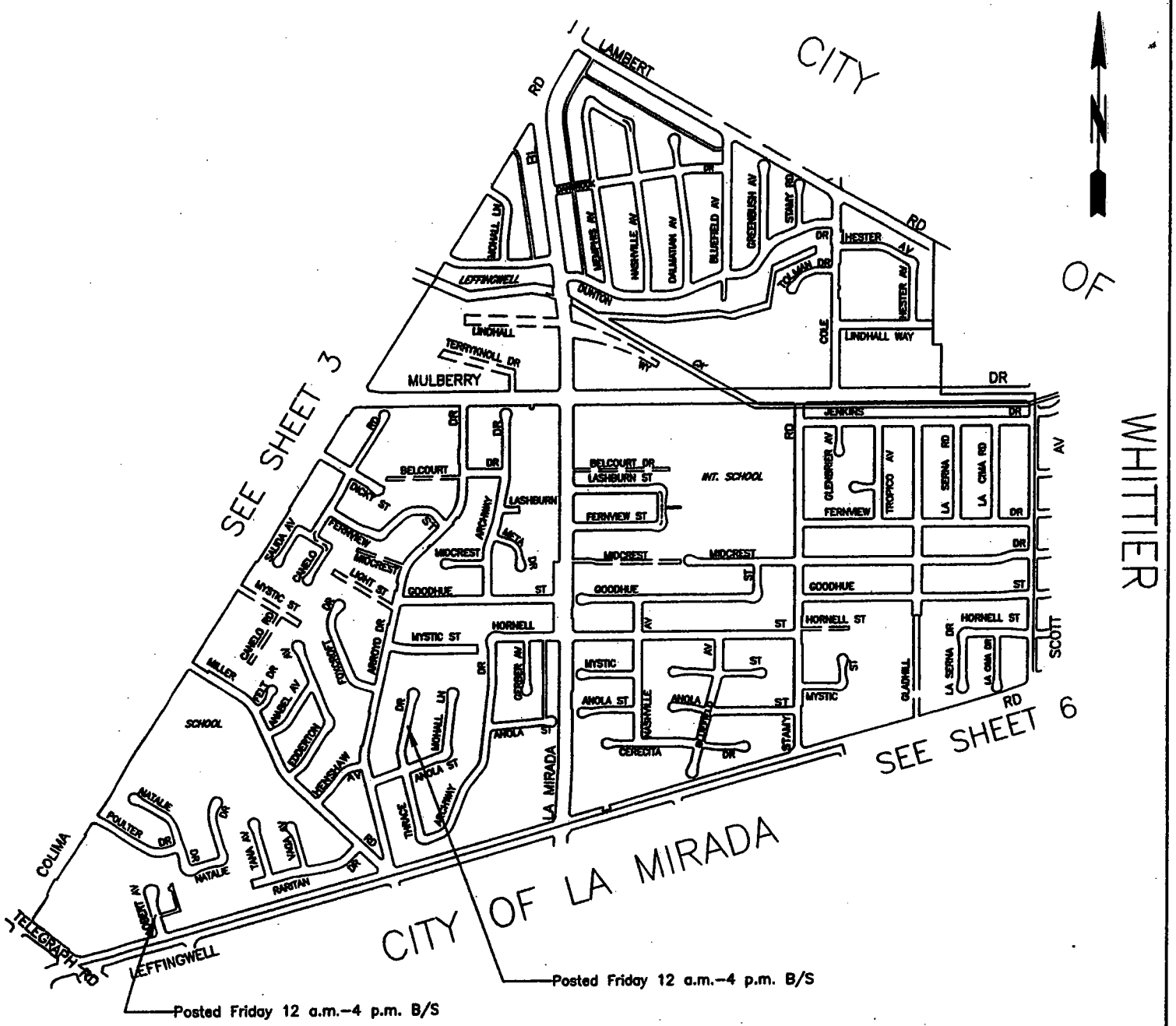
② POSTED MONDAY/THURSDAY

③ POSTED TUESDAY WEDNESDAY



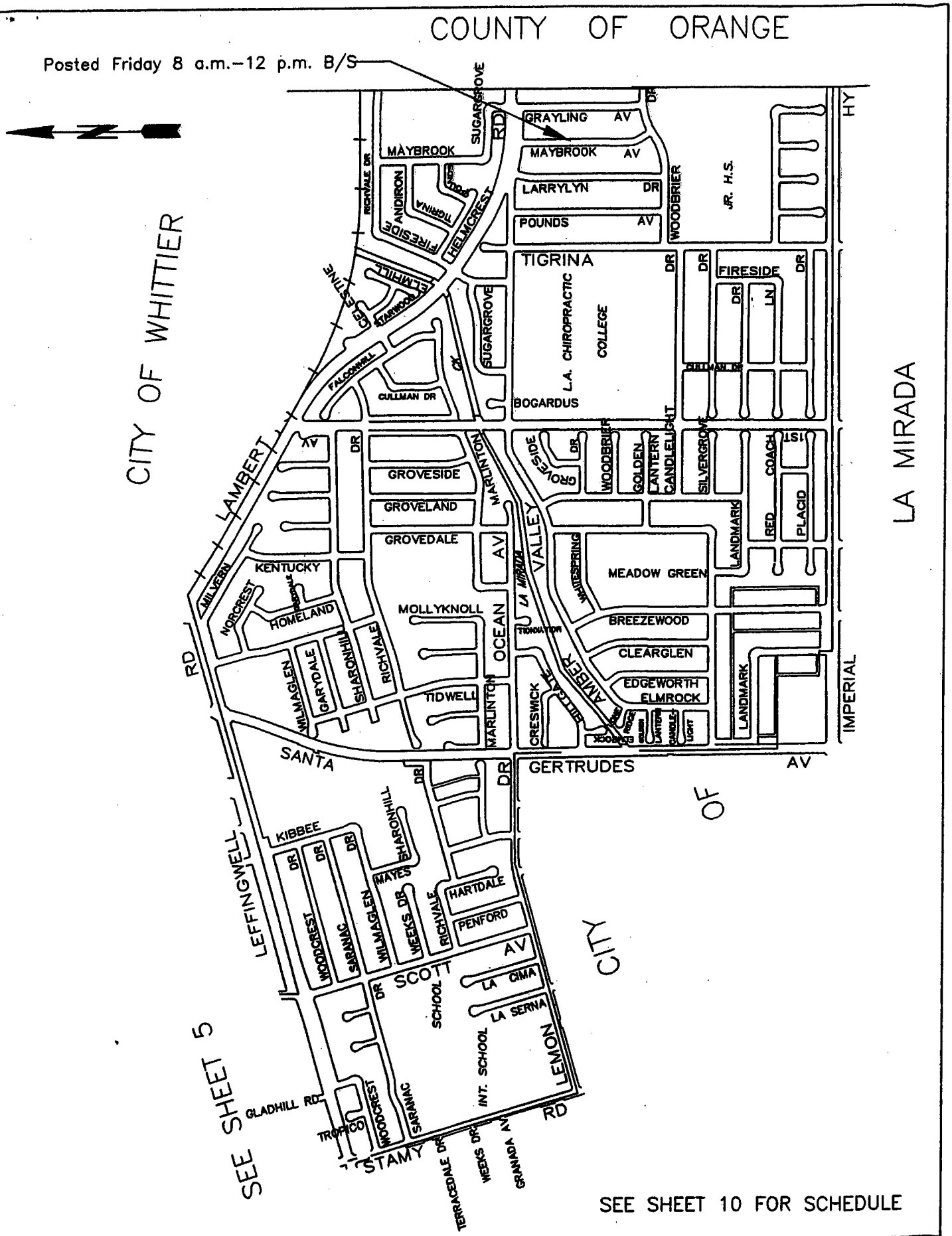
SEE SHEET 9 FOR SCHEDULE

PROJECT NAME	SOUTH WHITTIER STREET SWEEPING					PROJECT I.D. No. RMD4406003	
PROJECT ENGINEER	S. PATEL	C.E. NO. C 58158	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION – DISTRICT 4	T.G. 707 & 737	FILENAME SWEEP--04	SCALE NONE	SHEET 4 OF 12



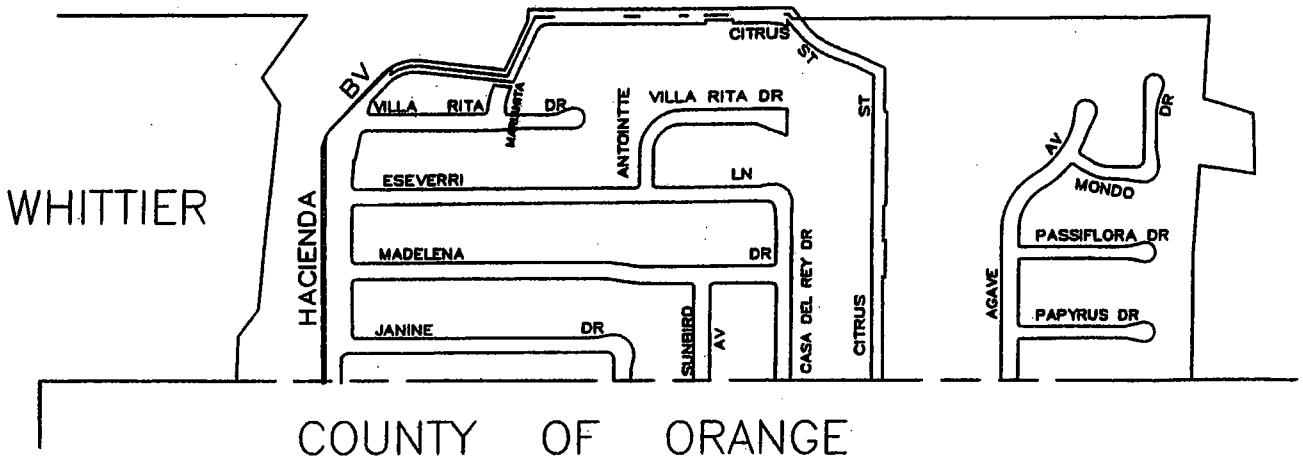
SEE SHEET 10 FOR SCHEDULE

PROJECT NAME	SOUTH WHITTIER STREET SWEEPING					PROJECT I.D. No. RMD4406003
PROJECT ENGINEER	S. PATEL	C.E. NO. C 58158	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION – DISTRICT 4	T.G. 707	FILENAME SWEEP-05	SCALE NONE	SHEET 5 OF 12

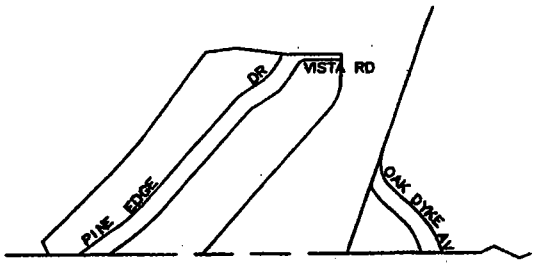


PROJECT NAME	SOUTH WHITTIER STREET SWEEPING					PROJECT I.D. No. RMD4406003	
PROJECT ENGINEER	S. PATEL	C.E. NO. C 58158	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION – DISTRICT 4	T.G. 707 & 708	FILENAME SWEEP-06	SCALE NONE	SHEET 6 OF 12

CITY OF LA HABRA HEIGHTS



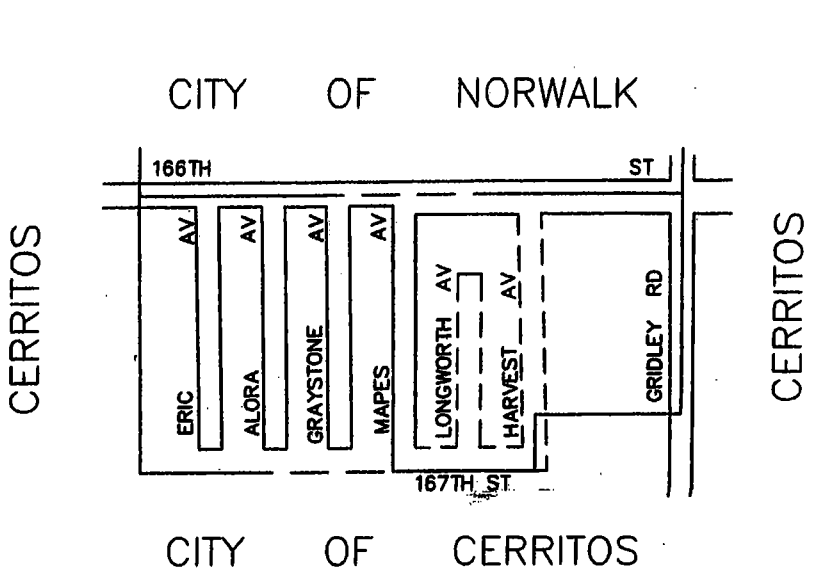
LA HABRA HEIGHTS



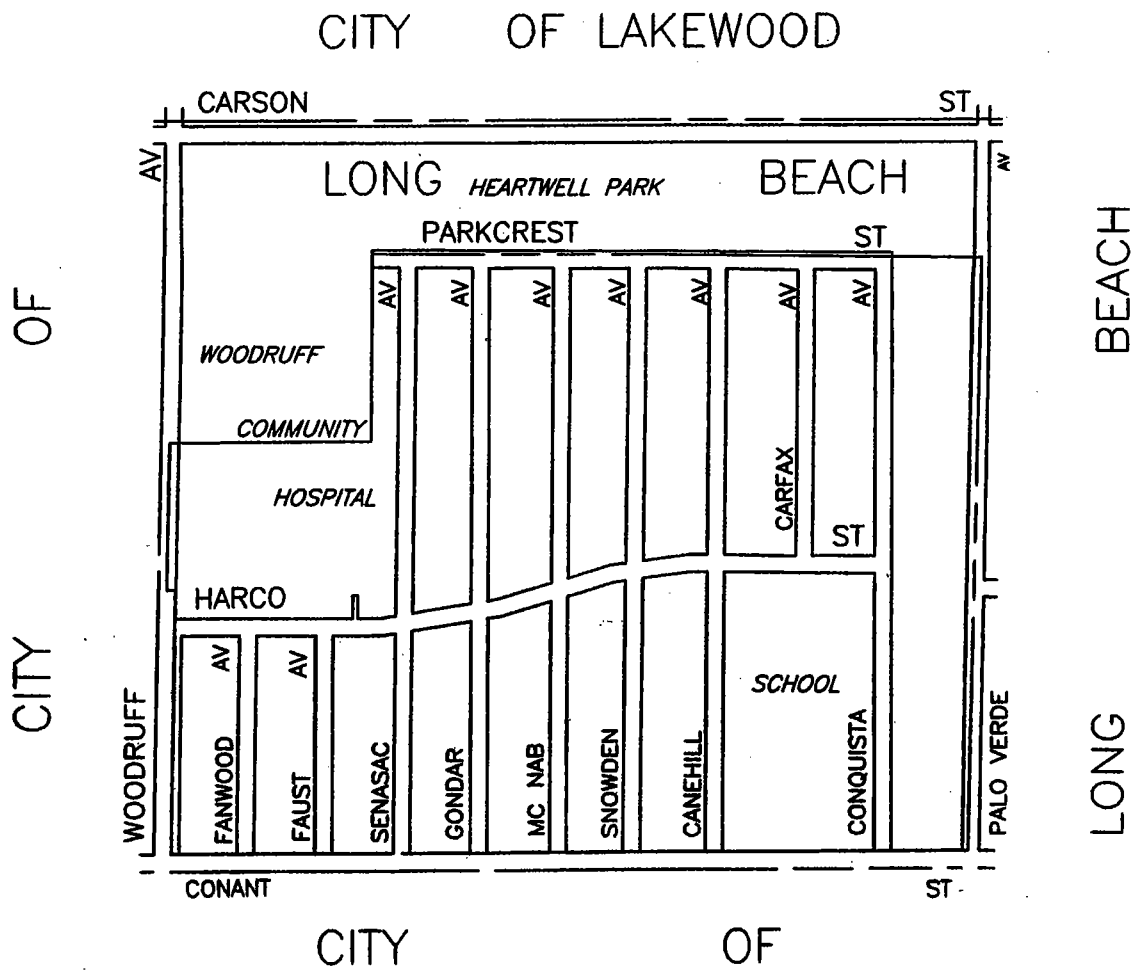
COUNTY OF ORANGE

SEE SHEET 10 FOR SCHEDULE

PROJECT NAME	SOUTH WHITTIER STREET SWEEPING					PROJECT I.D. No. RMD4406003	
PROJECT ENGINEER	S. PATEL	C.E. NO. C 58158	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION – DISTRICT 4	T.G. 708	FILENAME SWEEP-07	SCALE NONE	SHEET 7 OF 12



MONDAY *8:00 A.M. – 12:00 P.M.



THURSDAY *8:00 A.M. – 12:00 P.M.

PROJECT NAME	SOUTH WHITTIER STREET SWEEPING						PROJECT I.D. No. RMD4406003	
PROJECT ENGINEER	S. PATEL	C.E. NO. C 58158	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION – DISTRICT 4	T.G. 736 & 766	FILENAME SWEEP-08	SCALE NONE	SHEET 8 OF 12	

DAYS & TIMES

SHEET 2

FRIDAY
*7:00 A.M. – 4:00 P.M.

SHEET 3

MONDAY
7:00 A.M. – 11:00 A.M.

TUESDAY
4:00 A.M. – 7:00 A.M.
7:00 A.M. – 11:00 A.M.

FRIDAY
*7:00 A.M. – 4:00 P.M.

SHEET 4

MONDAY
4:00 A.M. – 7:00 A.M.
12:00 P.M. – 4:00 P.M.

TUESDAY
4:00 A.M. – 7:00 A.M.
12:00 P.M. – 4:00 P.M.

WEDNESDAY
4:00 A.M. – 7:00 A.M.
7:00 A.M. – 11:00 A.M.
12:00 P.M. – 4:00 P.M.

THURSDAY
4:00 A.M. – 7:00 A.M.
7:00 A.M. – 11:00 A.M.
12:00 P.M. – 4:00 P.M.

NOTES:

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

* AREAS NOT POSTED

PROJECT NAME	SOUTH WHITTIER STREET SWEEPING					PROJECT I.D. No. RMD4406003	
PROJECT ENGINEER	S. PATEL	C.E. NO. C 58158	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION – DISTRICT 4	T.G. NONE	FILENAME SWEEP–09	SCALE NONE	SHEET 9 OF 12

DAYS & TIMES

SHEET 5

FRIDAY

*7:00 A.M. – 4:00 P.M.

12:00 A.M. – 4:00 P.M.

SHEET 6

FRIDAY

*7:00 A.M. – 4:00 P.M.

8:00 A.M. – 12:00 P.M.

SHEET 7

FRIDAY

*7:00 A.M. – 4:00 P.M.

NOTES:

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

* AREAS NOT POSTED

PROJECT NAME	SOUTH WHITTIER STREET SWEEPING					PROJECT I.D. No.	RMD4406003
PROJECT ENGINEER	S. PATEL	C.E. NO. C 58158	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION – DISTRICT 4	T.G. NONE	FILENAME SWEEP-10	SCALE NONE	SHEET 10 OF 12

ALLEYS

(TO BE SWEPT EVERY WEEK)

ALLEY LOCATION	LIMITS	PASS MILES
Alley N/o Florence Avenue	Carmenita Road / Telegraph Road (Both Sides R.R.R/W)	0.43
Alley E/o Breezewood Drive	Breezewood Drive / Breezewood Drive	0.38
Alley E/o Carmenita Road	Meyer Road / Lukay Street	0.27
Alley E/o Fernview Street	Ben Hur Avenue / Mills Avenue	0.23
Alley E/o Kibbee Avenue	Marlinton Drive / Richvale Drive	0.14
Alley E/o La Mirada Boulevard	Dunton Drive / Lambert Road	0.61
Alley E/o Laurel Avenue	Laurel Avenue S / Laurel Avenue N	0.26
Alley E/o Painter Avenue	Alley N/o Mystic Street / Alley S/o Mulberry Drive	0.19
Alley E/o Painter Avenue	Mystic Street / N/o Mystic Street	0.05
Alley N/o Imperial Highway	Breezewood Drive / Alley E/o Breezewood Drive	0.07
Alley N/o Imperial Highway	190' W/o Clearglen Avenue / Clearglen Avenue	0.07
Alley N/o Leffingwell Road	475' W/o Obert Avenue / 375' E/o Obert Avenue	0.32
Alley N/o Mulberry Drive	250' W/o Calmada Avenue / Calmada Avenue	0.09
Alley N/o Mystic Street	Painter Avenue / Alley E/o Painter Avenue	0.06
Alley N/o Oval Drive	Alley W/o Mills Avenue / Armley Avenue	0.05
Alley S/o Ben Hur Avenue	Alley E/o Fernview Street / Mulberry Drive SF	0.17
Alley S/o Lambert Road	W Bluefield Avenue / Bluefield Avenue	0.42
Alley S/o Landmark Drive	Alley E/o Santa Gertrudes Avenue / Clearglen Avenue	0.27
Alley S/o Mulberry Drive	Alley E/o Painter Avenue / Rutland Avenue	0.06
Alley S/o Mulberry Drive	Alley S/o Ben Hur Avenue / Mills Avenue	0.17
Alley S/o Mulberry Drive	Greening Avenue / E/o Tarryton Avenue	0.24
Alley S/o Mulberry Drive	W/o Calmada Avenue / Calmada Avenue	0.08
Alley S/o Oval Drive	Alley W/o Mills Avenue / Hawes Street	0.05
Alley S/o Silvergrove Drive	W/o Breezewood Drive / E/o Breezewood Drive	0.47
Alley S/o Telegraph Road	W/o Mina Street / S/o Inez Street	0.38
Alley W/o Breezewood Drive	Imperial Highway NF / Alley S/o Silvergrove Drive	0.28
Alley W/o Clearglen Avenue	Alley N/o Imperial Highway / Alley S/o Landmark Drive	0.13
Alley W/o La Mirada Boulevard	Anola Street / Horniell Street	0.23
Alley W/o La Mirada Boulevard	Dunton Drive / Colima Road	0.30
Alley W/o Mills Avenue	50' S/o Alley S/o Oval Drive / Lambert Road	0.80
	TOTAL PASS MILES:	7.25

PROJECT NAME	SOUTH WHITTIER STREET SWEEPING					PROJECT I.D. No. RMD4406003	
PROJECT ENGINEER	S. PATEL	C.E. NO. C 58158	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION – DISTRICT 4	T.G. NONE	FILENAME SWEEP-11	SCALE NONE	SHEET 11 OF 12

CURBED MEDIANS

(TO BE SWEPT EVERY WEEK)

STREET NAME	LIMITS	SIDE	CURB MILES
Bramblebush Avenue	Honeysuckle Ln/Telegraph Road	B/S	0.13
Carmenita Road	Painter Avenue/Imperial Highway	B/S	3.99
Colima Road	La Mirada Boulevard/Lambert Road	B/S	0.19
Florence Avenue	Laurel Avenue/Telegraph Road	B/S	0.85
Imperial Highway	Shoemaker Avenue/Duffield Avenue	B/S	2.16
Imperial Highway	Duffield Avenue/300' E/o Valley View Avenue	N/S	0.45
La Mirada Boulevard	Dunton Drive/Leffingwell Road	B/S	1.99
Lambert Road	Leffingwell Road/Orange County Line	B/S	1.89
Leffingwell Road	Imperial Highway/Telegraph Road	B/S	3.22
Leffingwell Road	Telegraph Road/260' E/o Telegraph Road	N/S	0.05
Leffingwell Road	500' E/o Arroyo Drive/Stamy Road	N/S	0.53
Leffingwell Road	Stamy Road/150' E/o Gladhill Road	B/S	0.28
Leffingwell Road	Santa Gertrudes Avenue/Lambert Road	S/S	0.34
Meyer Road	Leffingwell Road/Imperial Highway	B/S	0.63
Mills Avenue	Bentongrove Drive/Telegraph Road	B/S	0.19
Mulberry Drive	R.R. Track/540' W/o Stamy Road	B/S	2.78
Painter Avenue	Mystic Street/R.R. Track	B/S	0.74
Telegraph Road	Carmenita Road/220' S/o Leffingwell Road	B/S	3.18
Valley View Avenue	Telegraph Road/Imperial Highway	B/S	1.30
	TOTAL CURB MILES:		24.89

SUMMARY OF CURB AND PASS MILES

TYPE	MILES
Streets and Highways	239.18
Raised Curbed Medians	24.89
Paved Alleys	7.25
TOTAL MILES:	271.32

NOTE: ALL CURBED PUBLIC STREETS INCLUDING CURBED MEDIANS AND ALLEYS FOUND ON SHEETS 2 THROUGH 11 ARE TO BE SWEPT WEEKLY.

PROJECT NAME	SOUTH WHITTIER STREET SWEEPING					PROJECT I.D. No. RMD4406003	
PROJECT ENGINEER	S. PATEL	C.E. NO. C 58158	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION – DISTRICT 4	T.G. NONE	FILENAME SWEEP-12	SCALE NONE	SHEET 12 OF 12

FUEL PRICE ADJUSTMENTS

IF CONTRACTOR PURCHASES FUEL AT MARKET PRICES AT TIME OF PROPOSAL:

The Director may adjust 12 percent of the unit rate of compensation set forth in Form PW-2, 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> for Gasoline - All Grades (Regular) for California, and at <http://tonto.eia.doe.gov/dnav/pet/pet_pri_prop_dcu_r50_m.htm> for Propane (LPG) using West Coast (PADD 5) "Sales For Resale," as appropriate to the vehicle used, beginning on the month of this Contract's start date and thereafter at each successive six month interval (interval may differ), 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 three months preceding the proposal submission date and the fuel price published three months preceding each effective date of the adjustment.

However, when the percentage increase or decrease in the fuel price is less than 5 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 unit rate of compensation to establish the adjusted unit 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 providing these services and the Contractor shall provide records pertaining to its fuel costs upon the County's request.

IF THE CONTRACTOR HAS A LONG TERM AGREEMENT TO PURCHASE FUEL AT A FIXED PRICE FOR A MULTI-YEAR PERIOD AT TIME OF PROPOSAL:

The Director may adjust 12 percent of the unit rate of compensation set forth in 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.

FUEL PRICE ADJUSTMENTS

However, when the percentage increase or decrease in the fuel price is less than 5 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 unit rate of compensation to establish the adjusted unit 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.

SAMPLE CALCULATION OF THE FUEL ADJUSTMENT

Purchasing Fuel at Market Prices

Following sample data will be used to calculate sample calculation of fuel adjustment
Unit Rate from PW-2, Schedule of Prices: $15.00
Proposal due date: February 2007
Contract start date: July 2007

Fuel Adjustment (FA) Component for Propane price:

Propane (On-Highway) - May 2007	245.02 cents per gallon
Propane (On-Highway) - April 2007	293.23 cents per gallon
Percent change in Propane (On-Highway)	19.7% increase

Adjusted Unit Rate (FA component):
= (12% of unit rate)* x (Percent change in Propane Price)
= [(12%) x ($15.00)] x (19.7%)
= ($1.80) x (19.7%)
= $0.35 Fuel Adjustment (increase)

Adjusted Unit Rate for July 2007
$15.00 + $0.35 = $15.35

Purchasing Fuel Under Long-Term Fuel Supply Agreement

Following sample data will be used to calculate sample calculation of fuel adjustment
Unit Rate from PW-2, Schedule of Prices: $15.00
Proposal due date: February 2007 (Long-Term Fuel Price: $2.00 per gallon)
Contract start date: July 2007
Renegotiation of Fuel Price: September 2007 (renegotiated price is $2.25 per gallon)

Fuel Adjustment (FA) Component for Contract price:

February 2007	200.00 cents per gallon
Renegotiated Price in September 2007	225.00 cents per gallon
Percent change in Diesel (long-term price)	12.5% increase

Adjusted Unit Rate (FA component):
= (12% of unit rate) x (Percent change in price)
= [(12%) x ($15.00)] x (12.5%)
= ($1.80) x (12.5%)
= $0.23 Fuel Adjustment (increase)

Adjusted Unit Rate for September 2007
$15.00 + $0.23 = $15.23

Nationwide Environmental Services®

Division of Joe's Sweeping, Inc.

Sweeping Since 1968

11914 Front Street • Norwalk, California 90650

(562) 860-0604 • (800) 222-5637

Fax (562) 868-5726 • info@nes-sweeping.com

www.nes-sweeping.com

PROPOSAL

FOR

STREET SWEEPING SERVICES

IN THE

COUNTY OF LOS ANGELES

FOR 5 LOCATIONS
(2007-PA006)

DUE DATE: FEBRUARY 26, 2007 @ 5:00 P.M.

SUBMITTED BY:

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

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

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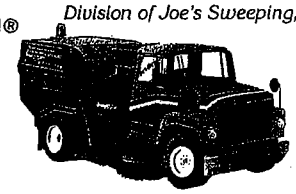
Nationwide Environmental Services®

Division of Joe's Sweeping, Inc.



February 26, 2007

Ms. Leslie Schenk
Administration
County of Los Angeles
900 S. Fremont Avenue
Alhambra, CA 91803

Re: Street Sweeping Proposal

Dear Ms. Schenk:

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

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

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

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

Thank you for your consideration.

Sincerely,

Never Samuelian
President

COMPANY BACKGROUND

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

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

Our high level of customer service along with our reputation of providing quality services has been acknowledged by WorldSweeper.com who has featured NES as the 'Contractor of the Month' for December 2006. NES was selected from over 5,000 U.S. sweeping contractors. In addition, NES was one of the first sweeping companies to attain the status of Certified Sweeping Contractor in the nation through the north american Power Sweeping association (naPSa). (See Additional Information)

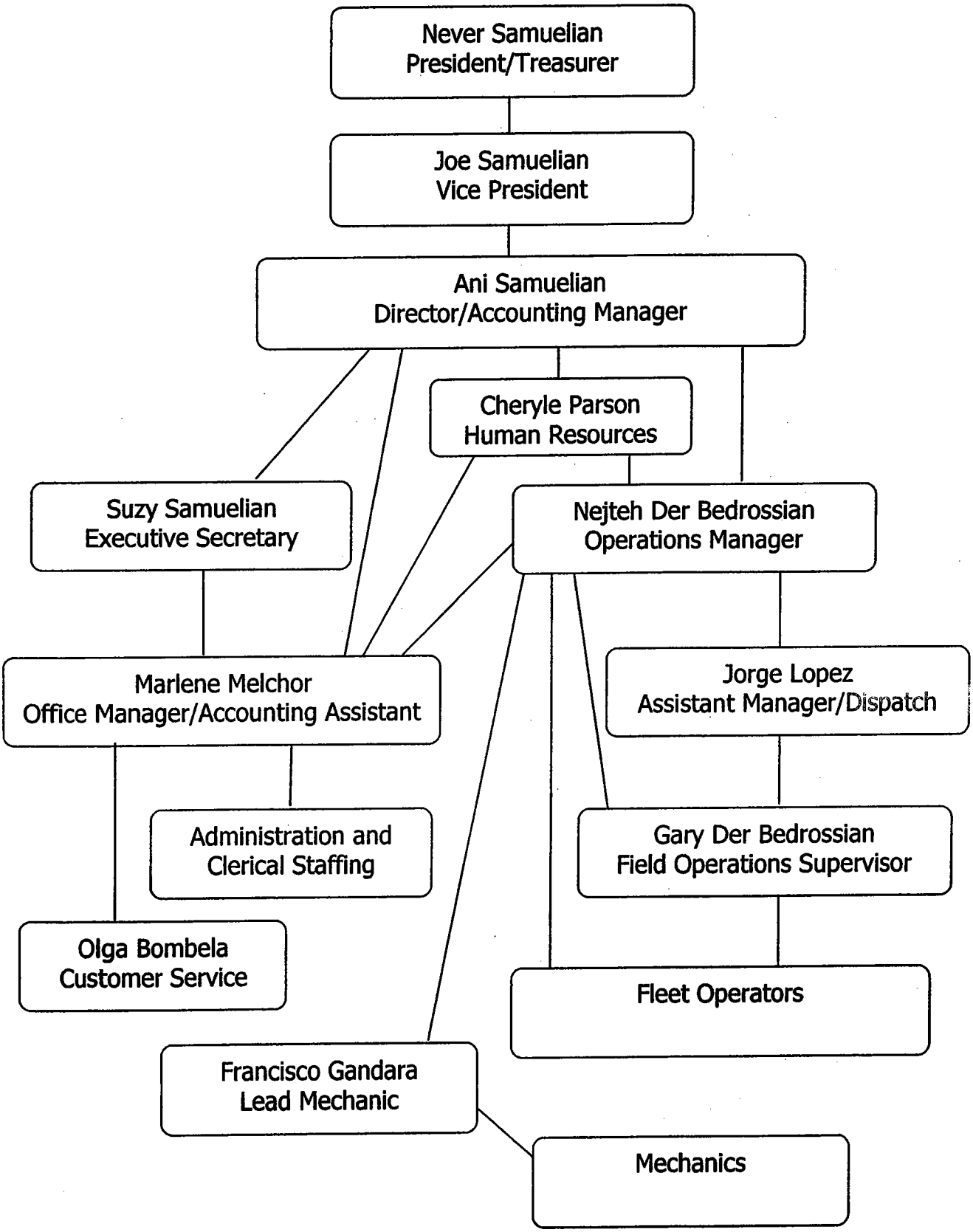
Our clean, efficient street sweeping services enhance a community's appearance. NES provides consistent and thorough sweeping services, thereby, ensuring a cleaner environment in which to reside and work. This type of environment promotes community pride and helps increase property values.

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

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

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

ORGANIZATIONAL CHART



EXPERIENCE

NES is currently under contract with over 40 municipalities in which six are street sweeping contracts with the County of Los Angeles. Furthermore, NES is the current street sweeping contractor for South Whittier, West Whittier, Marina Del Rey and Valinda/Hacienda Heights; therefore, NES is well aware of the scope of services in these areas.

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

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

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

PERSONNEL

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

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

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

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

STAFFING

Executive:

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

Administrative:

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

Operations:

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

Mechanics:

Javier Gandara	Lead Mechanic
Mechanics	

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

RESUME

JOE SAMUELIAN

Vice President

EMPLOYMENT HISTORY:

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

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

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

EDUCATION:
Aleppo College. Aleppo, Syria.
Course of study included: Business Management
Contractors State License Board:
Lic. #600689
Class: B, C33

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

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

RESUME

ANI SAMUELIAN
Director

EMPLOYMENT HISTORY:

NATIONWIDE ENVIRONMENTAL SERVICES . . . . . 1994 to Present

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

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

PROFESSIONAL SKILLS: Bilingual: English and Armenian

EDUCATION: Southern California College of Business & Law.

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

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

RESUME

NEJTEH DER BEDROSSIAN

Operations Manager

EMPLOYMENT HISTORY:

NATIONWIDE ENVIRONMENTAL SERVICES .....1987 to Present

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

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

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

EDUCATION: Rio Hondo College, Business Administration

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

Work Description

Nationwide Environmental Services (NES) general work plan to meet street sweeping requirements for Azusa/Covina/Claremont, South Whittier, West Whittier, Marina Del Rey, and Valinda/Hacienda Heights incorporates a well-managed administration and operational structure supported by interdepartmental team work. NES' operations manager will meet with County representatives to examine and evaluate the sweeping schedule according to contract specifications and schedules.

NES will sweep all public streets, paved alleys and curbed medians within the Project limits as indicated in Exhibits E.1 through E.4. Our primary objective is to remove all leaves, paper, dirt, rocks, glass, bottles, cans and other debris to ensure free flow of water in the gutter and to maintain streets in a state of cleanliness. NES provides consistent and thorough sweeping services, thereby, ensuring not only a cleaner environment in which to reside and work, but additionally, assists communities in diverting debris from storm drain systems. The diversion of debris is an important step in meeting NPDES (National Pollutant Discharge Elimination System) mandates.

Furthermore, employees are experienced, trained and expected to make a "Clean Sweep" (i.e., passes required to eliminate debris from all areas) of all streets. Employees fully understand their responsibilities and debris not picked up by the street sweeper will be hand swept by the driver before leaving the area. Employees will be driving at speeds of not more than six miles per hour in Azusa/Covina/Claremont, Valinda/Hacienda Heights, Marina Del Rey and not more than eight miles per hour in South and West Whittier.

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

Parking Lot Sweeping – Marina Del Rey

In addition to sweeping streets, curbed medians and paved alleys, NES will also sweep public parking lots operated by the County of Los Angeles Department of Beaches and Harbors in Marina Del Rey (designated as parking lots 1 through 19). Sweeping speed in the parking lots will not exceed six miles per hour.

Work Schedule

Upon award, NES will prepare a complete sweeping schedule for all locations and will submit the schedule to the contract manager for approval. The schedule will include the curb miles, paved alley miles, alleys and the medians to be swept as well as the daily starting time. In addition, NES will submit a route map showing streets, alleys and medians to be swept each day and will adhere to the following guidelines:

1. Streets that have parking restrictions will be swept only during the posted day and hour.
2. Streets will not be swept on the same day as trash pick-up. Whenever feasible, sweeping will be performed the day after trash pick-up, except one to days after trash pick-up for Valinda/Hacienda Heights.
3. Streets adjacent to schools and commercial developments will be swept prior to 7:00 a.m. or such time as daily public activities start.
4. Streets adjacent to apartments, condominiums or other areas where all night street parking is prevalent will be swept after 8:00 a.m.
5. Major highways will not be swept during peak traffic hours.
6. Residential areas will not be swept prior to 7:00 a.m. or after 3:30 p.m.
7. Street sweeping will be scheduled so that both sides of a street are not swept in the same day, unless the Contract Manager directs us to do so.

Alternate Day Sweeping

Streets in Valinda/Hacienda Heights, Azusa/Covina/Claremont and West Whittier will be swept on an alternate day sweeping schedule. NES will sweep 2 sides of a street on 2 separate and consecutive days.

Within 30 days after notification of award, NES will provide a finalized and working alternate day sweeping schedule at no additional cost to the County.

Inspection/Quality Control

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

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

Equipment Compliance, Laws and Regulations

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

Street sweepers are maintained daily, both mechanically and in appearance. All street sweepers will be clearly marked with our company name, phone number and vehicle number. Sweeper operators will be equipped with two-way radios and cellular phones.

In addition, all street sweepers will be equipped with GPS tracking systems (Teletrac) which will be capable of reporting real time data.

Reports

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

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

Contractor's Representative

Before starting work, NES will designate, in writing, a representative and alternate representative who will have authority to act on behalf of the company. All company representatives will be able to speak, read and write the English language.

Additional Sweeping/Inclement Weather/Holidays

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

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

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

City Incorporation

In the event any areas to be swept under this contract attain incorporation as a City, NES will continue to sweep the streets and alleys shown on the contract plans at the contract's unit price per curb mile until the termination date of the contract or as directed by the County.

Communication and Complaints

NES will provide the County with a telephone answering service and a toll free telephone number, from 7:30 a.m. to 4:30 p.m., Monday through Friday, except legal holidays.

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

Safety Requirements

NES will observe all applicable Cal/OSHA and Public Works safety requirements. In addition, NES will comply with all Federal, State, and local occupational safety regulations. NES will provide all safeguards, safety devices and protective equipment to provide a safe service area. A Project Safety Official who is familiar with NES' Injury and Illness Prevention Program and Code of Safe Practices will be assigned to the projects.

SUBCONTRACTORS

There will be no subcontractors used.

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

FINANCIALS

SEPARATE ENVELOPE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

06/01/2007

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

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

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

INSURERS AFFORDING COVERAGE

INSURED
1057827
Nationwide Environmental Svs.
DBA: Joe's Sweeping, Inc.
11914 Front Street
Norwalk CA 90650

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

COVERAGES JOESW01 S5

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

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

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

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
10 Day Notice of Cancellation for Non-Payment of Premium

CERTIFICATE HOLDER
2093851
Evidence of Insurance

ADDITIONAL INSURED; INSURER LETTER: ____

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

© ACORD CORPORATION 1988

Section A

1. Employees report to work at the beginning of their shifts at our office located at 11914 Front Street, Norwalk, CA 90650. Employees' shifts begin upon arrival to our office.
2. Employees are required to fill-in daily timecards which track their start times. In addition, we have supervisors around-the-clock to monitor employee start and finish times.
3. Employees are required to fill-in daily timecards which track their start and finish times. These timecards are maintained by our firm. Employees create their own timecards and turn them in on a biweekly basis to the manager. The manager reviews the employees' timecards for accuracy. The timecards are maintained in the employees' files and are used to create payroll. See Attached.
4. The timecards are filled-in by the employees and reviewed by the manager. The manager compares the timecard with his daily schedule. The employee and the manager both sign the timecard.
5. All employees are required to take lunch breaks if they work in excess of 6 hours. The employees are required to log in their lunch break on their timecard. In addition, all employees are required to take 15 minute rest periods for every 4 hours worked. All employees are required to sign a sheet on a biweekly basis acknowledging that they took their rest periods during the 2 week payroll cycle. The manager reviews each timecard to make sure each employee took a lunch break. In addition, the manager reviews the rest period signature sheet to make sure each employee took a rest break.

Section B

1. Employees are paid with computerized checks. The employees receive one check which has separate line items for straight time, overtime, and double time, if applicable. The checks include the following information: Employee Name, Employee ID, SS #, Payroll Period, Check Date, Hourly Straight Time Rate, Hourly Overtime Rate, Hourly Double Time Rate, Gross, Net, Hours Worked, Total Hours, Mandated Tax Deductions (SS, Med, Fed, State, SDI) and any garnishments, if applicable. See Attached.
2. N/A – Payroll is computerized.
3. Payroll is completed in-house on a computerized payroll program. Employee hours are taken from the timecard and manually inputted into the payroll software. An employee with different pay rates will have more than one pay rate field. The payroll administrator will input the hours for each job type next to the correct hourly rate field. If different jobs are performed during the payroll period, the manager will indicate County or Non-County job on the timecard.

4. Travel time is paid at the employees County Living Wage rate. If an employee works 3 hours on a County Living Wage contract and then travels one hour to another work location to work four hours where the pay rate is different than the County's Living Wage rate the employee is paid the County Living Wage rate for the travel time. If an employee works three hours at a work location under a County Living Wage contract and then travels one hour to another work location to work four hours, the employee is paid the County Living Wage rate.
5. Overtime is calculated at 1½ times the straight time rate. If an employee has multiple wage rates and works overtime, the employee will be paid 1½ times of the rate which led him/her into the overtime.

N.E.S Employee Name: _____

Pay Period: February 5, 2007 - February 18, 2007

Week 1

Date		*Regular Hrs.*	*P. Wage Hrs*
Monday	In	6:00 AM	
02/05/07	Out	10:30 AM	
	In	11:00 AM	
	Out	4:30 PM	
		10:00	**0:00**
Tuesday	In	6:00 AM	
	Out	10:30 AM	
	In	11:00 AM	
	Out	4:30 PM	
		10:00	**0:00**
Wednesday	In	6:00 AM	
	Out	10:30 AM	
	In	11:00 AM	
	Out	4:30 PM	
		10:00	**0:00**
Thursday	In	5:00 AM	
	Out	10:30 AM	
	In	11:00 AM	
	Out	4:30 PM	
		11:00	**0:00**
Friday	In	6:00 AM	
	Out	10:30 AM	
	In	11:00 AM	
	Out	5:30 PM	
		11:00	**0:00**
Saturday	In		
	Out		
	In		
	Out		
		0:00	**0:00**
Sunday	In		
	Out		
		0:00	**0:00**

Reg Hours	40:00:00
Reg Overtime Hrs.	12:00:00
Total Hours	52:00:00
Prevailing Wage Hrs.	
Prev. Wage Overtime Hrs.	
Total P.W. Hrs.	0:00:00

Grand Total Reg. 80:00:00

Grand Total PW 0:00:00

Week 2

Date		*Regular Hrs.*	*P. Wage Hrs.*
Monday	In	6:00 AM	
02/12/07	Out	10:30 AM	
	In	11:00 AM	
	Out	4:30 PM	
		10:00	**0:00**
Tuesday	In	5:00 AM	
	Out	10:30 AM	
	In	11:00 AM	
	Out	4:30 PM	
		11:00	**0:00**
Wednesday	In	5:00 AM	
	Out	10:30 AM	
	In	11:00 AM	
	Out	4:30 PM	
		11:00	**0:00**
Thursday	In	5:00 AM	
	Out	11:00 AM	
	In	12:00 PM	
	Out	5:00 PM	
		11:00	**0:00**
Friday	In	6:00 AM	
	Out	10:30 AM	
	In	11:00 AM	
	Out	4:30 PM	
		10:00	**0:00**
Saturday	In		
	Out		
	In		
	Out		
		0:00	**0:00**
Sunday	In		
	Out		
		0:00	**0:00**

Reg Hours	40:00:00
Reg Overtime Hrs.	13:00:00
Total Hours	53:00:00
Prevailing Wage Hrs.	
Prev. Wage Overtime Hrs.	
Total P.W. Hrs.	0:00:00

Grand Total O/T 25:00:00

Grand Total PW O/T 0:00:00

Employee Signature

Manager Signature

NATIONWIDE ENVIRONMENTAL SERVICES

Employee ID:
Social Sec #

	This Check	Year to Date		Hours	Rate	Total
Gross			Regular			
Fed_Income			Overtime			
Soc_Sec						
Medicare						
State						
SDI						

Net Check: Total

Pay Period Beginning: Check Date:
Pay Period Ending: Check Number:

Nationwide Environmental Services
A Division of Joes Sweeping, Inc.

11914 FRONT STREET, NORWALK, CA 90650 • (562) 860-0604 • FAX (562) 868-5726

BANK OF ORANGE COUNTY
NORWALK, CA 90650-2971
90-3795-1222

PAY

DATE AMOUNT

TO THE ORDER OF:

TWO SIGNATURES REQUIRED OVER $5,000

MP

MP

FORM PW-1

VERIFICATION OF PROPOSAL

DATE: Feb. 26, 2007 | **THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:**

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

2. NAME OF SERVICE: STREET SWEEPING

DECLARANT INFORMATION

3. NAME OF DECLARANT: Never Samuelian

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

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

PROPOSER INFORMATION

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

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

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

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

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

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

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

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

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

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

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

Signature of Proposer or Authorized Agent: Never Samuelian | Date: February 26, 2007

Type name and title: Never Samuelian, President

FORM PW-2.1

SCHEDULE OF PRICES

STREET SWEEPING – AZUSA/COVINA/CLAREMONT

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment, supervision, and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

ITEM	DESCRIPTION	UNIT	ANNUAL QUANTITY	UNIT PRICE	ANNUAL PRICE
1	Sweeping of curbed streets.[1]	CURB MILES (CM)[2]	10,737.48	$34.38	$369,154.56
2	Sweeping of paved alleys.	PAVED ALLEY MILES (PM)[3]	26.52	$34.38	$911.76
				TOTAL ANNUAL PROPOSED PRICE	$370,066.32

LEGAL NAME OF PROPOSER Nationwide Environmental Services a division of Joe's Sweeping, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL [signature]		
TITLE OF AUTHORIZED PERSON President		
DATE February 26, 2007	STATE CONTRACTOR'S LICENSE NUMBER N/A	LICENSE TYPE N/A
PROPOSER'S ADDRESS: 11914 Front Street Norwalk, CA 90650		
PHONE (562) 860-0604	FACSIMILE (562) 868-5726	E-MAIL ani@nes-sweeping.com

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

3 A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet. (See Part I, Section 2. E, Services to be Performed)

FORM PW-2.2

SCHEDULE OF PRICES

STREET SWEEPING – SOUTH WHITTIER

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment, supervision, and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

ITEM	DESCRIPTION	UNIT	ANNUAL QUANTITY	UNIT PRICE	ANNUAL PRICE
1	Sweeping of curbed streets.[1]	CURB MILES (CM)[2]	13,732	$29.37	$403,308.84
2	Sweeping of paved alleys.	PAVED ALLEY MILES (PM)[3]	377	$29.37	$11,072.49
				TOTAL ANNUAL PROPOSED PRICE	$414,381.33

LEGAL NAME OF PROPOSER Nationwide Environmental Services a division of Joe's Sweeping, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
TITLE OF AUTHORIZED PERSON President		
DATE February 26, 2007	STATE CONTRACTOR'S LICENSE NUMBER N/A	LICENSE TYPE N/A
PROPOSER'S ADDRESS: 11914 Front Street Norwalk, CA 90650		
PHONE (562) 860-0604	FASCIMILE (562) 868-5726	E-MAIL ani@nes-sweeping.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) shall equal a swept path not less than 5 feet wide for a total length of 5,280 feet. (See Part I, Section 2. E, Services to be Performed)

3 A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet. (See Part I, Section 2. E, Services to be Performed)

FORM PW-2.3

SCHEDULE OF PRICES

STREET SWEEPING – WEST WHITTIER

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment, supervision, and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

ITEM	DESCRIPTION	UNIT	ANNUAL QUANTITY	UNIT PRICE	ANNUAL PRICE
1	Sweeping of curbed streets.[1]	CURB MILES (CM)[2]	5,342	$26.02	$138,998.84
2	Sweeping of paved alleys.	PAVED ALLEY MILES (PM)[3]	617	$26.02	$16,054.34
				TOTAL ANNUAL PROPOSED PRICE	$155,053.18

LEGAL NAME OF PROPOSER Nationwide Environmental Services a division of Joe's Sweeping, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL [signature]		
TITLE OF AUTHORIZED PERSON President		
DATE February 26, 2007	STATE CONTRACTOR'S LICENSE NUMBER N/A	LICENSE TYPE N/A
PROPOSER'S ADDRESS: 11914 Front Street Norwalk, CA 90650		
PHONE (562) 860-0604	FASCIMILE (562) 868-5726	E-MAIL ani@nes-sweeping.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) shall equal a swept path not less than 5 feet wide for a total length of 5,280 feet. (See Part I, Section 2. E, Services to be Performed)

3 A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet. (See Part I, Section 2. E, Services to be Performed)

FORM PW-2.4

SCHEDULE OF PRICES

STREET SWEEPING – MARINA DEL REY

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment, supervision, and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

ITEM	DESCRIPTION	UNIT	ANNUAL QUANTITY	UNIT PRICE	ANNUAL PRICE
1	Weekly and twice weekly sweeping of curbed streets[1] for the Department of Public Works.	CURB MILES (CM)[2]	1,664	$24.50	$40,768.00
2	Weekly sweeping of paved alleys for the Department of Public Works.	PASS MILES (PM)[3]	52	$24.50	$1,274.00
3	Twice weekly sweeping of curbed streets for the Department of Beaches and Harbors.	CURB MILES (CM)	988	$24.50	$24,206.00
4	Twice weekly sweeping of 0.5 mile paved alleys for the Department of Beaches and Harbors.	PASS MILES (PM)	52	$24.50	$1,274.00
5	Twice weekly sweeping of public Parking Lots[4] 1 to 10, 12, 14, 17, 18 and 19 for the Department of Beaches and Harbors.	1 SWEEPING OF SPECIFIED LOTS	104	$316.00	$32,864.00
6	Four times per week, sweeping of public Parking Lots 11, 13, and 16 for the Department of Beaches and Harbors.	1 SWEEPING OF SPECIFIED LOTS	208	$85.00	$17,680.00
7	Sweeping public Parking Lot 15 for the Department of Beaches and Harbors 6 times per week from second week of September to Memorial Day weekend.	1 SWEEPING OF SPECIFIED LOT	222	$31.50	$6,993.00
8	Sweeping public Parking Lot 15 for the Department of Beaches and Harbors once weekly on Tuesday from Memorial Day weekend through first week of September.	1 SWEEPING OF SPECIFIED LOT	15	$43.00	$645.00
				TOTAL ANNUAL PROPOSED PRICE	$125,704.00

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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) shall equal a swept path not less than 5 feet wide along curbed streets or medians for a total length of 5,280 feet (See Part I, Section 2. E, Services to be Performed).

3 A Pass Mile (PM) shall equal a swept path not less than 5 feet wide along uncurbed pavement for a total length of 5,280 feet (See Part I, Section 2. E, Services to be Performed).

4 Sweeping parking lots includes sweeping of curbed medians, the furnishing of water, and the proper disposal of all debris resulting from sweeping operations.

FORM PW-2.4

LEGAL NAME OF PROPOSER		
Nationwide Environmental Services a division of Joe's Sweeping, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
TITLE OF AUTHORIZED PERSON		
President		
DATE	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE
February 26, 2007	N/A	N/A
PROPOSER'S ADDRESS:		
11914 Front Street Norwalk, CA 90650		
PHONE	FACSIMILE	E-MAIL
(562) 860-0604	(562) 868-5726	ani@nes-sweeping.com

FORM PW-2.5

SCHEDULE OF PRICES

STREET SWEEPING – VALINDA/HACIENDA HEIGHTS

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment, supervision, and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

ITEM	DESCRIPTION	UNIT	ANNUAL QUANTITY	UNIT PRICE	ANNUAL PRICE
1	Sweeping of curbed streets.[1]	CURB MILES (CM)[2]	18,731.44	$26.04	$487,766.70
2	Sweeping of paved alleys.	PAVED ALLEY MILES (PM)[3]	43.68	$26.04	$1,137.43
				TOTAL ANNUAL PROPOSED PRICE	$488,904.13

LEGAL NAME OF PROPOSER Nationwide Environmental Services a division of Joe's Sweeping, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL [signature]		
TITLE OF AUTHORIZED PERSON President		
DATE February 26, 2006	STATE CONTRACTOR'S LICENSE NUMBER N/A	LICENSE TYPE N/A
PROPOSER'S ADDRESS: 11914 Front Street Norwalk, CA 90650		
PHONE (562) 860-0604	FACSIMILE (562) 868-5726	E-MAIL ani@nes-sweeping.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) shall equal a swept path not less than 5 feet wide for a total length of 5,280 feet. (See Part I, Section 2. E, Services to be Performed)

3 A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet. (See Part I, Section 2. E, Services to be Performed)

FORM PW-3

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

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

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

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

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

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

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

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

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

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

Part II: Certification of Compliance

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

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

Print Name: Never Samuelian	Title: President
Signature: Never Samuelian	Date: February 26, 2007

FORM PW-4

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: STREET SWEEPING SERVICES (2007-PA006)
SERVICE BY PROPOSER Street Sweeping Services
PROPOSAL DATE: February 26, 2007

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

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2002	2003	2004	2005	2006	Total	Current Year to Date
1. Number of contracts.	53	55	54	51	52	265	53
2. Total dollar amount of Contracts (in thousands of dollars).	5.9 Million	6.6 Million	7.0 Million	7.2 Million	7.2 Million	33.9 Million	1.2 Million
3. Number of fatalities.	None	None	None	None	None	None	None
4. Number of lost workday cases.	None	None	None	None	None	None	None
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	None	None	None	None	None	None	None
6. Number of lost workdays.	None	None	None	None	None	None	None

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

Never Samuelian
Name of Proposer or Authorized Agent (print)

Signature

February 26, 2007
Date

FORM PW-5

CONFLICT OF INTEREST CERTIFICATION

I, Never Samuelian

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

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

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

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

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

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

Signed _____ Date February 26, 2007

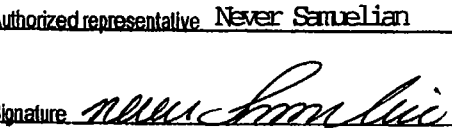
FORM PW-7

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name Nationwide Environmental Services a division of Joe's Sweeping, Inc.
Address 11914 Front Street, Norwalk, CA 90650
Internal Revenue Service Employer Identification Number 95-4251996

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

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

Proposer Nationwide Environmental Services a division of Joe's Sweeping, Inc.	
Authorized representative Never Samuelian	
Signature 	Date February 26, 2007

FORM PW-8

LIST OF SUBCONTRACTORS

The proposer is required to fill in the following blanks.

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

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

FORM PW-9

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

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

FIRM NAME: Nationwide Environmental Services a division of Joe's Sweeping, Inc.
My County (WebVen) Vendor Number: 50587701

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

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

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

Business Structure:	☐ Sole	☐ Partnership	☒ Corporation	☐ Nonprofit	☐ Franchise
☐ Other (Please Specify):					
Total Number of Employees (including owners): 73					

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

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					2	
Hispanic/Latino			1	1	54	1
Asian or Pacific Islander						
American Indian						
Filipino						
White	1	1	2	1	7	2

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

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

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

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

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

Authorized Signature:	Title:	Date:
	President	February 26, 2007

FORM PW-10

GAIN/GROW EMPLOYMENT COMMITMENT

The undersigned:

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

OR

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

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

Signature	Title President
Firm Name Nationwide Environmental Services a division of Joe's Sweeping, Inc.	Date February 26, 2007

FORM PW-12

CHARITABLE CONTRIBUTIONS CERTIFICATION

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

11914 Front Street, Norwalk, CA 90650
Address

95-4251996
Internal Revenue Service Employer Identification Number

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

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

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

Signature

February 26, 2007
Date

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

FORM PW-13

Statement of Equipment Form

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

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

ADDRESS 11914 Front Street, Norwalk, CA 90650

TELEPHONE (562) 860-0604

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

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

TYPE OF EQUIPMENT	MAKE AND EQUIPMENT YOU ARE OFFERING	MODEL	YEAR	SERIAL NUMBER
Heavy Duty Street Sweeper	Sterling	Schwarze A8000	2006	6283
Heavy Duty Street Sweeper	Sterling	Schwarze A8000	2006	6286
Heavy Duty Street Sweeper	Freightliner	Tymco 600	2004	2097
Heavy Duty Street Sweeper	Freightliner	Tymco 600	2004	1165
Heavy Duty Street Sweeper	Freightliner	Tymco 600	2004	1164
Heavy Duty Street Sweeper	Freightliner	Tymco 600	2004	2098
Heavy Duty Street Sweeper	Freightliner	Tymco 600	2004	1168
Heavy Duty Street Sweeper	Freightliner	Tymco 600	2004	1169
Heavy Duty Street Sweeper	Freightliner	Tymco 600	2003	9181
Heavy Duty Street Sweeper	Freightliner	Tymco 600	2003	4282
Heavy Duty Street Sweeper	Freightliner	Tymco 600	2003	4280

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

FORM PW-13

Statement of Equipment Form

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

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

ADDRESS 11914 Front Street, Norwalk, CA 90650

TELEPHONE (562) 860-0604

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

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

TYPE OF EQUIPMENT	MAKE AND EQUIPMENT YOU ARE OFFERING	MODEL	YEAR	SERIAL NUMBER
Heavy Duty Street Sweeper	Freightliner	Tymco 600	2003	4281
Heavy Duty Street Sweeper	Freightliner	Tymco 600	2003	4283

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

FORM LW-2

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

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

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

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

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

FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

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

☐ the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**

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

_____

_____

_____

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

PRINT NAME:	TITLE:
Never Samuelian	President
SIGNATURE:	DATE:
Never Samuelian	February 26, 2007

Additional Information

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

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

Health Plan Company Name(s): _____

Company Insurance Group Number(s): _____

Health Premium Amount Paid by Employer: _____

Health Premium Amount Paid by Employee: _____

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other (Specify): _____

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

FORM LW-3.1 (REVISED)

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

Contractor Living Wage Declaration

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

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

If you are not exempt form 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.

☐ I <u>do have</u> a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than $2.20 per hour** per employee. I will pay an hourly wage of not less that **$11.84 per hour** per employee.

☐ I <u>do have</u> a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least $2.20 per hour** per employee. I will pay an hourly wage of not less than **$9.64 per hour** per employee.

Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other:_____ (Specify)

PLEASE PRINT COMPANY NAME: Nationwide Environmental Services a division of Joe's Sweeping, Inc.	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE: Never Samuelian	DATE: February 26, 2007
PLEASE PRINT NAME: Never Samuelian	TITLE OR POSITION: President

FORM LW-4

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

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

LIVING WAGE ORDINANCE:

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

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

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

LABOR LAW/PAYROLL VIOLATIONS :

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

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

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

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

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

☒ There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**

☐ There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/ Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

☒ The Firm **HAS NOT** been debarred by any public entity during the past ten years; **OR**

☐ The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

Owner's/Agent's Authorized Signature

Never Samuelian / President
Print Name and Title

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

February 26, 2007
Date

FORM LW-5

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below): N/A

☐ An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.

☐ A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.

☐ A debarment by a public entity listed below within the past ten years.

Print Name of Firm: Nationwide Environmental Services a division of Joe's Sweeping, Inc.	Print Name of Owner: Never Samuelian
Print Address of Firm: 11914 Front Street	Owner's/AGENT's Authorized Signature:
City, State, Zip Code: Norwalk, cA 90650	Print Name and Title: Never Samuelian / President

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

☐ Additional Pages are attached for a total of _____ pages.

FORM LW-7

REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

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

Name of Proposer's Health Plan: N/A **Date:** February 26, 2007

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

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium Employee only 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	 $ $ $ $	
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	 $ $	
Any Lifetime Maximum? Per Person Per Family	 Y N Y N	 $ $	
Ambulance coverage	Y N	$	
Doctor's Office Visits	Y N	$	
Emergency Care	Y N	$	
Home Health Care	Y N	$	
Hospice Care	Y N	$	
Hospital Care	Y N	$	
Immunizations	Y N	$	
Maternity	Y N	$	
Mental Health	Y N	$	
Mental Health In-Patient Coverage	Y N	$	

LW-7 – PROPOSER'S MEDICAL PLAN COVERAGE (continued)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	Y N	$	
Physical Therapy	Y N	$	
Prescription Drugs	Y N	$	
Routine Eye Examinations	Y N	$	
Skilled Nursing Facility	Y N	$	
Surgery	Y N	$	
X-Ray and Laboratory	Y N	$	

Under this health plan, a full time employee:

☐ Becomes eligible for health insurance coverage after ___ days of employment.

☐ Is defined as an employee who is employed more than ___ hours per week.

OTHER BENEFITS:

A.NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS _____ DAYS.

B.NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS _____ DAYS.

C.NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS _____ DAYS.

D.NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS _____ DAYS.

E.NUMBER OF PAID HOLIDAYS PER YEAR IS _____ DAYS.

COST METHODOLOGY FOR CONTRACT: Street Sweeping Services for South Whittier (2007-PA006)

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

CONFIDENTIAL

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS	HOURLY WAGE RATE	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Sweeper Operator		11.0	11.0	11.0	11.0	8.0		52.0	2,704.0	$12.00	$ 36,192.00
Sweeper Operator		0.0	0.0	0.0	0.0	8.0		8.0	416.0	$12.00	$ 4,992.00
Sweeper Operator		0.0	0.0	0.0	0.0	8.0		8.0	416.0	$12.00	$ 4,992.00
Sweeper Operator		0.0	0.0	0.0	0.0	8.0		8.0	416.0	$12.00	$ 4,992.00
Sweeper Operator		0.0	0.0	0.0	0.0	8.0		8.0	416.0	$12.00	$ 4,992.00
Back-up Sweeper Operator		1.0	1.0	1.0	1.0	1.0		5.0	260.0	$12.00	$ 3,120.00
Back-up Sweeper Operator		1.0	0.0	1.0	0.0	3.0		5.0	260.0	$12.00	$ 3,120.00
Supervisor		1.5	1.5	1.5	1.5	6.0		12.0	624.0	$18.00	$ 11,232.00
											$
											$

Comments/Notes:		
	Total Annual Salaries	$ 73,632.00
	(1) Vacations, Sick Leave, Holiday	$ 5,760.00
	(2) Health Insurance **	$ -
	(3) Payroll Taxes & Workers' Compensation	$ 25,403.04
	(4) Welfare and Pension	$ -
	Total Annual Employee Benefits (1+2+3+4)	$ 31,163.04
	(5) Equipment Costs	$ 104,400.00
	(6) Service and Supply Costs	$ 173,011.79
	(7) General and Administrative Costs	$ 11,870.50
	(8) Profit	$ 20,304.00
	Total Annual Other Costs (5+6+7+8)	$ 309,586.29
	TOTAL ANNUAL PRICE	$ 414,381.33

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

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

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 annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, should total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices.

ADDITIONAL INFORMATION

Press Release For: **Nationwide Environmental Services**

For More Company Information Contact: Ani Samuelian, Director
Nationwide Environmental Services
11914 Front Street, Norwalk, CA 90650
Phone: (562) 860-0604
Email: ani@nes-sweeping.com

FOR IMMEDIATE RELEASE

NATIONWIDE ENVIRONMENTAL SERVICES FEATURED AT WORLDSWEEPER.COM, SWEEPING INDUSTRY'S LARGEST PROFESSIONAL RESOURCE

Norwalk, California, December 2006 – Nationwide Environmental Services was recently honored as one of only 12 contractors in the U.S. to be named 'Contractor of the Month' for 2006 at WorldSweeper.com, the power sweeping industry's premier information and professional online resource.

Nationwide Environmental Services was chosen from among over 5,000 U.S. sweeping industry contractors for this honor. The reasons cited by the editorial board of WorldSweeper.com included Nationwide Environmental Services' overall contributions to the power sweeping industry, including the company's leadership in becoming one of the first sweeping contractors in the U.S. to become a Certified Sweeping Contractor under the stringent guidelines of the North American Power Sweeping Association.

The honor is also a recognition of professionalism exhibited in Nationwide Environmental Services' approach to providing high-quality level of sweeping services to municipalities, residential communities, business parks, parking facilities, refineries and construction sites in the Los Angeles, Orange, Riverside, Ventura, and San Bernardino Counties.

Nationwide Environmental Services has been in business since 1968 and has become the preferred provider of street sweeping services through their excellent customer support programs and use of the best and newest equipment available in the industry. Customer satisfaction has long been the ultimate goal of everyone at Nationwide Environmental Services.

north american Power Sweeping association

Dear Valued Customer,

The north american Power Sweeping association is proud to announce that **Nationwide Environmental Services** has just been awarded the designation of Certified Sweeping Company.

About naPSa, we are a non-profit organization committed to distributing pertinent sweeping industry information and valuable resources to our members. We are here to provide the street and parking area sweeping industry with an association that will make a difference.

To become a CSC, **Nationwide Environmental Services** had to undergo an application process that qualified them under strict guidelines including: safety, experience, continuing education, vehicle maintenance, driver training and adherence to naPSa's code of ethics.

The naPSa Code of Ethics requires **Nationwide Environmental Services** to take an oath to be dedicated to the highest standards of professionalism, integrity and competence while recognizing their responsibility to their customers, employees, and the public.

To learn more about the Certified Sweeping Company designations you can visit our website at www.naPSaOnline.com . From here you can download an application to see what the requirements are for Certified Sweeping Companies and to view the naPSa Code of Ethics that **Nationwide Environmental Services** has pledged to uphold. You may also call our office for assistance and questions regarding Certification.

Sincerely,

Amy Allen
Administrative Director

naPSa
PO Box 2114
Kalamazoo, MI 49003
Phone: (269) 383-6993
Fax: (269) 383-6994
www.napsaonline.com

COUNTY OF LOS ANGELES
OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 780
Los Angeles, California 90012
(877) 669-CBES / FAX (626) 457-3112
TDD (626) 293-5708
Website: http://oaac.co.la.ca.us

Address all correspondence to:
CONTRACT COMPLIANCE
1000 S. Fremont Avenue
Building A-9 East, 1st Floor
Mail: Unit #24
Alhambra, CA 91803-8862

Dennis A. Tafoya
Director

September 26, 2005

ANI SAMUELIAN
NATIONWIDE ENVIRONMENTAL SERVICES
11914 FRONT ST.
NORWALK, CA 906502911

Vendor #: 50587701

Dear ANI SAMUELIAN:

Congratulations! Your business has been certified as an eligible participant in the County of Los Angeles Local Small Business Enterprise Preference Program (Local SBE). Your Local SBE certification is valid until August 31, 2008 .

In order for Local SBE preference consideration, each eligible solicitation for the Local SBE preference will include the "Request for Local SBE Preference Program Consideration" form. You must complete the form and provide the above Vendor Number in your bid/proposal for each response to a County solicitation.

The County of Los Angeles Office of Affirmative Action Compliance reserves the right to request additional information and/or conduct an on-site visit at any time during the certification process and/or period to verify any documentation submitted by the applicant. If there are any changes in the State of California Office of Small Business and DVBE Certification (OSDC) SBE status, ownership, control of the firm or principal place of business during the certification period, you are required to notify this office and the OSDC immediately.

Again, congratulations on your certification. If you have any questions regarding the Local SBE Program, visit our website at http://oaac.co.la.ca.us/SBEMain.htm or call the Local SBE Customer Service at (877) 669-CBES.

Sincerely,

DENNIS A. TAFOYA
DIRECTOR

Ozie L. Smith

OZIE L. SMITH
Senior Deputy Compliance Officer

DAT:OLS

"To Enrich Lives through Effective and Caring Service"

BOARD EXECUTE
ENCLOSURE A

AGREEMENT FOR

STREET SWEEPING SERVICES FOR VALINDA/HACIENDA HEIGHTS

THIS AGREEMENT, made and entered into this 19TH day of JUNE, 2007, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and R.F. DICKSON, CO., INC. (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on February 26, 2007, hereby agrees to provide services as described in the attached specifications for street sweeping services for Valinda/Hacienda Heights, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E.1, Project Location/Vicinity Map - Valinda/Hacienda Heights, Exhibit F, Fuel Adjustments, Exhibit G, Sample Calculation of the Fuel Price Adjustment; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract documents.

76179

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed $459,990.44 per year (Maximum Contract Sum), or such greater amount as the Board may approve.

FOURTH: This Contract's initial term shall be for a period of two years commencing on July 1, 2007, or Board approval, whichever occurs last. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of four years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

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

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

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

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

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

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

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

ELEVENTH: The Director may adjust 12 percent of the unit rate of compensation set forth in Form PW-2, 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> for Gasoline - All Grades (Regular) for California, and at <http://tonto.eia.doe.gov/dnav/pet/pet_pri_prop_dcu_r50_m.htm> for Propane (LPG) using West Coast (PADD 5) "Commercial/Institutional," 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 three months preceding the proposal submission date and the fuel price published three months preceding each effective date of the adjustment. However, when the percentage increase or decrease in the fuel price is less than 5 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 G. Public Works shall be permitted to audit the Contractor's fuel usage, fuel costs, and fuel procurement methods for the vehicles used in providing these services and the Contractor shall provide records pertaining to its fuel costs upon the County's request.

TWELFTH: 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 G inclusive, the COUNTY'S provisions shall control and be binding.

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

FOURTEENTH: 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 Chairman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

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

By _____
Deputy

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

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Directors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

78 JUN 19 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

R.F. DICKSON, CO., INC.

By _____
Its President

Steven L. Dickson
Type or Print Name

By _____
Its Secretary

Scott B. Dickson
Type or Print Name

P:\aspub\CONTRACT\LESLIE\STREET SWEEP\2007\AGREEMENT VALINDA.doc

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles } ss.

On 5-31-07 (Date), before me, CINDY J. GALINDO NOTARY PUBLIC (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared STEVEN L. DICKSON and SCOTT B DICKSON (Name(s) of Signer(s))

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

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

CINDY J. GALINDO
Commission # 1615968
Notary Public - California
Los Angeles County
My Comm. Expires Oct 31, 2009

WITNESS my hand and official seal.

Cindy J. Galindo
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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SCOPE OF WORK

STREET SWEEPING SERVICES (2007-PA006)

A. Public Works Contract Manager

Public Works Contract Manager will be:

For Azusa/Covina/Claremont and Valinda/Hacienda Heights, Mr. David Oboza of Road Maintenance Division's Road Maintenance District 1 – Baldwin Park, who may be contacted at (626) 337-1277, e-mail address: doboza@dpw.lacounty.gov, Monday through Thursday, and alternate Fridays, 7:30 a.m. to 4 p.m.

For South and West Whittier, Mr. Brian Le of Road Maintenance Division's Road Maintenance District 4 – Hollydale, who may be contacted at (562) 869-1176, e-mail address: ble@dpw.lacounty.gov, Monday through Thursday, and alternate Fridays, 7:30 a.m. to 4 p.m.

For Marina Del Rey, Mr. Jeffrey Donaldson of Road Maintenance Division's Road Maintenance District 3 – Westchester, who may be contacted at (310) 348-6448 ext. 235, e-mail address: jdonald@dpw.lacounty.gov, Monday through Thursday, and alternate Fridays, 7:30 a.m. to 4 p.m.

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

B. Work Location

Exhibits E.1 through E.4, Project Location/Vicinity Maps, provide a more detailed outline of each street sweeping area's limits.

C. Work Description

Contractor shall sweep and/or clean once a week all public streets, paved alleys, and curbed medians within the Project limits as shown in Exhibits E.1 through E.4, Project Location/Vicinity Maps. The word "sweeping" shall define an operation, and the method shall not be limited to the use of a power broom street sweeper. Unless otherwise stated, work shall be measured in either Curb Miles or Paved Alley Miles. A Curb Mile is defined as a swept path not less than 5 feet wide for a total length of 5,280 feet. A Paved Alley Mile is defined as a swept path not less than 20 feet wide for a total length of 5,280 feet.

Sweeping a street shall normally consist of a single pass at a maximum speed of not more than 6 miles per hour (8 miles per hour in South and West Whittier) on each side of the street adjacent and parallel to the curb face and shall include

curb returns and cross gutters at intersecting streets. Where there is a raised median, sweeping shall also consist of a single swept path on each side of the median adjacent and parallel to the median curb face.

Sweeping an alley shall normally consist of single swept path on each side to the alley adjacent and to the right of the flow line or centerline of the alley at a maximum speed of not more than 6 miles per hour (8 miles per hour in South and West Whittier.

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 E, Standard of Performance, below, Contractor shall sweep or clean the unsatisfactory area again, at no cost to the County, within two calendar days without interruption of the regular sweeping schedule.

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

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

D. Parking Lot Sweeping – Marina del Rey Area Only

In addition to sweeping of streets, curbed medians, paved alleys and other incidental work, the Contractor shall also sweep public parking lots operated by the County of Los Angeles Department of Beaches and Harbors in Marina del Rey designated as Parking Lots 1 through 19.

Sweeping a parking lot shall normally consist of a single swept path adjacent and parallel to the perimeter of the parking lot and adjacent and parallel to any raised medians within the boundaries of the parking lot at a maximum speed of not more than 6 miles per hour.

Notwithstanding any provision of this Contract requiring the Contractor to conduct all of its activities and operations within the confines of public roadways, the Contractor shall enter upon and provide services within the specified public parking lots.

E. 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 the free flow of water in the gutter and to maintain streets in a state of cleanliness. The Contract Manager will make the final determination as to whether the work has been satisfactorily completed. If the work has not been satisfactorily completed, the Contract Manager may direct Contractor to resweep the unsatisfactorily swept area(s) not swept at all, if the area(s) can be reswept during the same business day. If the area(s) cannot be reswept during the same business day by Contractor, the Contract Manager may deduct payment to Contractor in accordance with this Exhibit's paragraph O, Inspection and Acceptance of the Work.

F. Disposal of Refuse and Debris

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

G. Key Control – Marina del Rey Area Only

The County of Los Angeles Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, CA 90292, will provide the Contractor with all keys and gate cards that the Contractor will need in order to perform the Contract work. The Contractor shall report all lost and stolen keys and gate cards to the Department of Beaches and Harbors within 24 hours of discovery of their loss and shall reimburse the Department of Beaches and Harbors for the cost of changing locks and keys. Upon termination of this Contract, all keys and gate cards shall be returned to the Department of Beaches and Harbors within 5 days. The Contractor shall not duplicate any keys and gate cards without the Department of Beaches and Harbors' prior written consent. Duplication of keys and gate cards without such consent is a misdemeanor (California Penal Code Section 469) and a breach of contract.

H. Storage Facilities

The County will not provide storage facilities for Contractor.

I. Water

Contractor shall furnish all water necessary for sweeping operations in accordance with this Exhibit's paragraph C, Work Description.

J. Rights of Way

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

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

K. Authority of Board and Contract Manager

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

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

L. Best Management Practices

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

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

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

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

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

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

NO.	TRAINING
CD40	Employee/Subcontractor Training

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

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

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

or operation which may produce runoff and whenever runoff from other sources may occur.

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

M. Work Schedule

A complete schedule of weekly sweeping shall be submitted to the Contract Manager for approval prior to any work being done under this Contract. The schedule shall include the Curb Miles and Paved Alley Miles of streets, alleys, and medians to be swept daily as well as the daily starting time.

Also, a route map shall be submitted as part of the schedule, showing streets, alleys, and medians to be swept each day by the Contractor. Contractor shall indicate the daily sweeping route on the maps in an appropriate and understandable manner that is acceptable to the Contract Manager. Changes in the schedule for the convenience of Contractor will require approval by the Contract Manager prior to being included in the weekly work.

The County reserves the right to require Contractor to sweep specific areas on specified days and at specified times of the day and to change any portions of an existing and established sweeping 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 days and hours.

2. Areas shall not be swept on the same day trash pickup is scheduled. Whenever feasible, sweeping shall be scheduled the day after trash pickup (one to two days after trash pickup for Valinda/Hacienda Heights only). Contractor shall be responsible for determining when trash pickups are scheduled.

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

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

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

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

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

Alternate Day Sweeping Schedule – Valinda/Hacienda Heights, Azusa/Covina/Claremont, and West Whittier only

Streets on this contract shall be swept on an "alternate day" sweeping schedule.

An alternate day schedule requires the Contractor to sweep the 2 sides of a street on 2 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 Contractor has been awarded this contract, said Contractor shall have 30 days to provide a finalized and working alternate day sweeping schedule to the Contract Manager.

N. Prosecution of Work

To minimize public inconvenience, Contractor shall diligently prosecute the work in the manner and at the times specified in this Exhibit A, Scope of Work, and shall at all times comply with the approved sweeping schedule. If, as determined

by the Contract Manager, Contractor fails to prosecute the work to the extent that the public may be inconvenienced, Contractor shall, upon orders from the Contract Manager, immediately resume diligent prosecution of the work. All cost of prosecuting the work as described herein shall be included in Contractor's Total Annual Proposed Price.

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

O. Inspection and Acceptance of the Work

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

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

A "location" is generally defined as an alley and/or side of any street between two adjacent streets, a cul-de-sac, and/or a dead-end street. A 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 Plans. Photos and documentation for all deficient locations will be provided to Contractor on the working day following the inspection for all deficient locations.

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

1. No debris shall be in or on the street or gutter within 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.

P. Suspension of Work

The work may be suspended in whole or in part when determined by the Contract Manager that the suspension is necessary in the interest of the County. Contractor shall comply immediately with any written order of the Contract Manager suspending work. Such suspension shall be without liability to Contractor on the part of the County except as otherwise specified in this Exhibit's paragraph Y, Additional Sweeping.

Q. Noncompliance with Plans and Specifications

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

R. Contractor's Equipment Compliance with Laws and Regulations

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

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

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

4. Contractor shall furnish and maintain in good and safe condition all equipment required for the proper execution of this Contract. The Contract Manager may reject any vehicle or piece of equipment not meeting these safety, maintenance, or regulatory requirements. For the

sweeping of curbed highways and streets, Contractor's equipment shall clean the streets as specified in this Exhibit's paragraph E, Standard of Performance.

5. Contractor shall provide sweeping equipment and disposal trucks, which shall be properly maintained both mechanically and in appearance. Contractor shall provide 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. Contractor's telephone number shall be prominently displayed on all equipment for purposes of identification.

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

S. 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, Contractor shall provide Public Works with two accounts to access the GPS provider's Internet site. If additional software is required, Contractor shall provide software for installation on two Public Works computers.

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

4. Contractor shall pay for all costs related to the GPS, including hardware, software, activation fees, technical support, and monthly service charge fees. 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 (8 mph for South and West Whittier) 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 three months. After three months, data shall be backed up and be made available at Public Work's request.

14. Contractor's reference vendors for GPS:

GPS North America
P.O. Box 637
Holland, PA 18966
Contact: Mr. Tod Lewis
Telephone: (888) 760-4477
E-mail: www.gpsnorthamerica.com

TELETRAC, Inc.
7391 Lincoln Way
Garden Grove, CA 92841
Contact: Mr. Carlos Reyes
Telephone: (800) 487-4357
E-mail: www.teletrac.net

T. Reports

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

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

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

3. When missed areas were swept.

4. Number of complaints received each day.

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

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

U. Measurement

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

Additional sweeping of streets, as defined in this Exhibit's paragraph Y, 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 five to determine the Curb Miles per mile of length.

The following applies to Valinda/Hacienda Heights, Azusa/Covina/Claremont, and West Whittier only.

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

V. Contractor's Representative

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

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

W. Quality Control

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

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

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

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

X. Plans and Specifications

Included as part of this Contract are Plan sheets (Exhibits E.1 through E.4) showing the locations of streets and alleys included in this service area.

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

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

Y. Additional Sweeping

Contractor shall provide additional sweeping of any street(s) and alley(s) within the area shown on the Plans at any time when ordered by the Contract Manager.

Contractor will be compensated for each additional sweeping at the Contract's Unit Price per Curb Mile or Paved Alley Mile, as appropriate. The method of payment will be determined by the Contract Manager.

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

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

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

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

Z. Changes Resulting from Schedule Disruption

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

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

When any holiday or observance as specified in the Government Code of the State of California occurs on a regular scheduled sweeping day, and said

sweeping area is not swept in observance of said holiday, the subject sweeping area shall when ordered by the Contract Manager be swept within two working days of the regularly scheduled sweeping day without interruption of the regular sweeping schedule. Any such requested sweeping shall meet the requirements of this Exhibit's paragraph E, Standard of Performance, and shall be performed by Contractor at the Contract Unit Price per Curb Mile and shall not be considered additional sweeping.

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

AA. Changes Resulting from Added or Deleted Streets

It is the intent of this Contract to provide for the weekly sweeping of all curbed streets (including curbed medians) and paved alleys within the unincorporated area shown on the Plans (Exhibits E.1 through E.4). As streets and alleys are improved, they will be added to the weekly sweeping schedule. Compensation to Contractor will be based on the Curb Miles added multiplied by the Contract's appropriate Unit Price.

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

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

BB. City Incorporation

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

CC. Changed Conditions

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

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

DD. Communications and Public Relations

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

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

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

EE. Special Safety Requirements

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

FF. Project Site Safety

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

GG. Project Safety Official

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

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SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Headings

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

B. Definitions

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

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

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

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

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

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

Day. Working day(s) unless otherwise specified.

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

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

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

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

Solicitation. Request for Proposals or Request for Quotation.

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

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

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

C. Ambiguities or Discrepancies

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

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Assurance of Compliance with Civil Rights Laws

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

B. Conflict of Interest

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

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

C. Consideration of Hiring County Employees Targeted for Layoffs

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

D. Consideration of Hiring GAIN/GROW Employees

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

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

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

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

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

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

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

G. County Lobbyists

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

H. Nondiscrimination in Employment

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

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

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

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

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

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

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

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

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

I. County's Quality Assurance Plan

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

J. Notice to Employees Regarding the Federal Earned Income Credit

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

K. Recycled-Content Paper Products

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

L. Publicity

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

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

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

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

M. Termination for Improper Consideration

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

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

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

N. Warranty Against Contingent Fees

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

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

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

O. Compliance with Applicable Laws

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

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

P. Legal Status of Contractor's Personnel at Facility

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

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

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

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

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

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

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

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

S. Gratuitous Work

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

T. Assignment by Contractor

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

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

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

U. Subcontracting

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

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

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

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

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

V. Governing Laws

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

W. Notice of Delay

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

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

X. Record Retention and Inspection/Audit Settlement

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

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

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

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

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

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

Y. Validity

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

Z. Waiver

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

AA. Default and Termination

1. Default

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

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

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

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

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

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

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

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

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

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

2. Default for Insolvency

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

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

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

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

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

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

3. Termination for Convenience

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

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

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

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

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

BB. Notification

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

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

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

CC. Changes and Amendments of Terms

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

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

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

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

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

DD. Confidentiality

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

EE. Contractor's Charitable Activities Compliance

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

FF. Budget Reduction

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

SECTION 3

GENERAL CONDITIONS OF CONTRACT WORK

A. Labor

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

B. Public Convenience

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

C. Cooperation

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

D. Care and Protection of Facilities

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

E. Equipment, Labor, Supervision, and Materials

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

F. Permits/Licenses

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

G. Quality of Work

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

H. Quantities of Work

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

I. Cooperation and Collateral Work

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

J. Authority of Public Works and Inspection

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

K. Safety Requirements

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

L. Public Safety

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

M. Work Area Controls

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

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

N. Transportation

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

O. Storage of Material and Equipment

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

P. Jobsite Safety

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

Q. Labor Law Compliance

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

R. Overtime

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

S. Prohibition Against Use of Child Labor

1. The Contractor shall:

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

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

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

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

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

SECTION 4

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

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

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

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

B. Indemnification

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

C. Workplace Safety Indemnification

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

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

D. General Insurance Requirements

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

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

   a. Specifically identify this Contract.

   b. Clearly evidence all coverage required in this Contract.

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

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

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

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

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

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

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

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

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

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

E. Compensation for County Costs

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

F. Insurance Coverage Requirements for Subcontractors

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

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

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

G. Insurance Coverage Requirements

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

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

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

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

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

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

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

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

SECTION 5

CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

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

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

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

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

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

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

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

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

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

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

SECTION 6

CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

A. Contract Subject to Jury Service Program

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

B. Written Employee Jury Service Policy

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

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

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

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

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

SECTION 7

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

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

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

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

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

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

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

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

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

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

A. Notice to Employees Regarding the Safely Surrendered Baby Law

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

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

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

SECTION 9

COMPLIANCE WITH LIVING WAGE PROGRAM

A. Living Wage Program

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

B. Payment of Living Wage Rates

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

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

   b. Not less than $9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least $2.20 per hour towards the provision of bona fide health care benefits for its employees and any dependents. Contractor will be deemed to have contributed $2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its employees the higher hourly living wage rate.

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

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

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

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

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

C. Contractor's Submittal of Certified Monitoring Reports

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

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

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

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

E. County Auditing of Contractor Records

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

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

F. Notifications to Employees

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

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

G. Enforcement and Remedies

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

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

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

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

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

3. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

   a. Withholding Payment: If Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

   b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time. The liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages of $50 per employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

   c. Termination: Contractor's failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

4. Debarment: In the event Contractor breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

H. 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 the County that it is necessary to use non-full-time employees based on staffing

efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time employees for services provided under this Contract unless and until the County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-employee staffing plan. If Contractor changes its full-time-employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to the County.

I. Contractor Retaliation Prohibited

Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person, or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

J. Contractor Standards

During the term of the Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by the County, Contractor shall demonstrate to the satisfaction of the County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder or to further the organization of, collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

P:\aspub\CONTRACT\LESLIE\STREET SWEEP\2007\8EXHIBIT B.DOC

EXHIBIT C

Department of the Treasury
Internal Revenue Service
Notice 1015

(Rev. December 2005)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: *You are encouraged to notify each employee whose wages for 2005 are less than $37,263 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2006.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at **www.irs.gov**.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2005 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2005 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2005 and owes no tax but is eligible for a credit of $799, he or she must file a 2005 tax return to get the $799 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2006 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015
(Rev. 12-2005)

Cat. No. 20599I

EXHIBIT D.1

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by Photo LA and INFO LINE of Los Angeles

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

EXHIBIT D.3

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
[illegible], Secretario

Departamento de Servicios Sociales
[illegible], Director

Consejo de Supervisores del Condado de Los Angeles:
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
[illegible], Supervisor, Tercer Distrito
[illegible], Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa familiar fue adoptada por First 5 LA y INFO LINE de Los Angeles

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

EXHBIT E

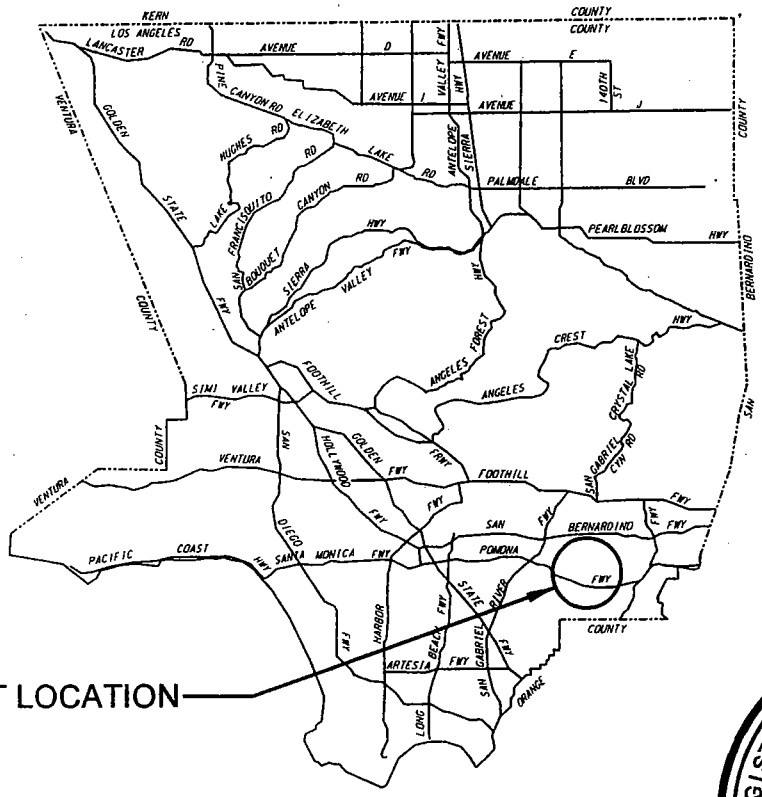
PROJECT LOCATION/VICINITY MAPS

LOS ANGELES COUNTY
DEPARTMENT OF PUBLIC WORKS

PROJECT ID NO. RMD1106803
PRIME CONTRACTOR LICENSE REQUIRED: NONE REQUIRED

VALINDA / HACIENDA HEIGHTS AREA
STREET SWEEPING

TOTAL LENGTH = 361.06 MILES



PROJECT LOCATION

VICINITY MAP
No Scale

REGISTERED PROFESSIONAL ENGINEER
SAMIA HOURANY
C 54213
EXP. 12/31/07
CIVIL
STATE OF CALIFORNIA

INDEX OF SHEETS

SHEET	1	Title Sheet
SHEET	2 - 5	Location Maps
SHEET	6	Summary, Alleys & Medians

APPROVED Donald Wolfe DIRECTOR OF PUBLIC WORKS

DEPUTY DIRECTOR DATE

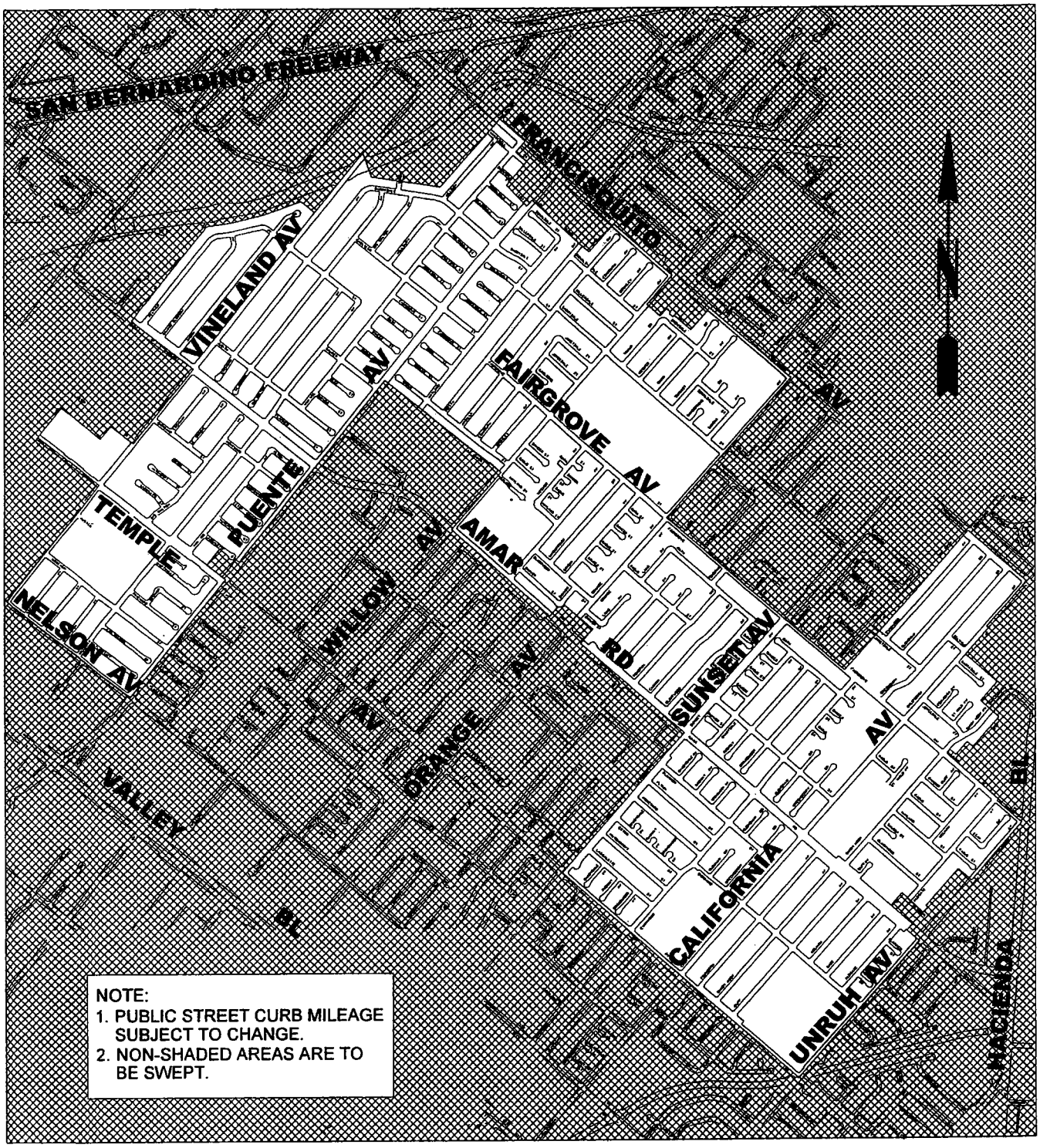
SUBMITTED

ASST. DEPUTY DIRECTOR-RD.MAINT.DIV. DATE

REFERENCES THOMAS GUIDE 638, 678
ROAD DISTRICT 117, 416

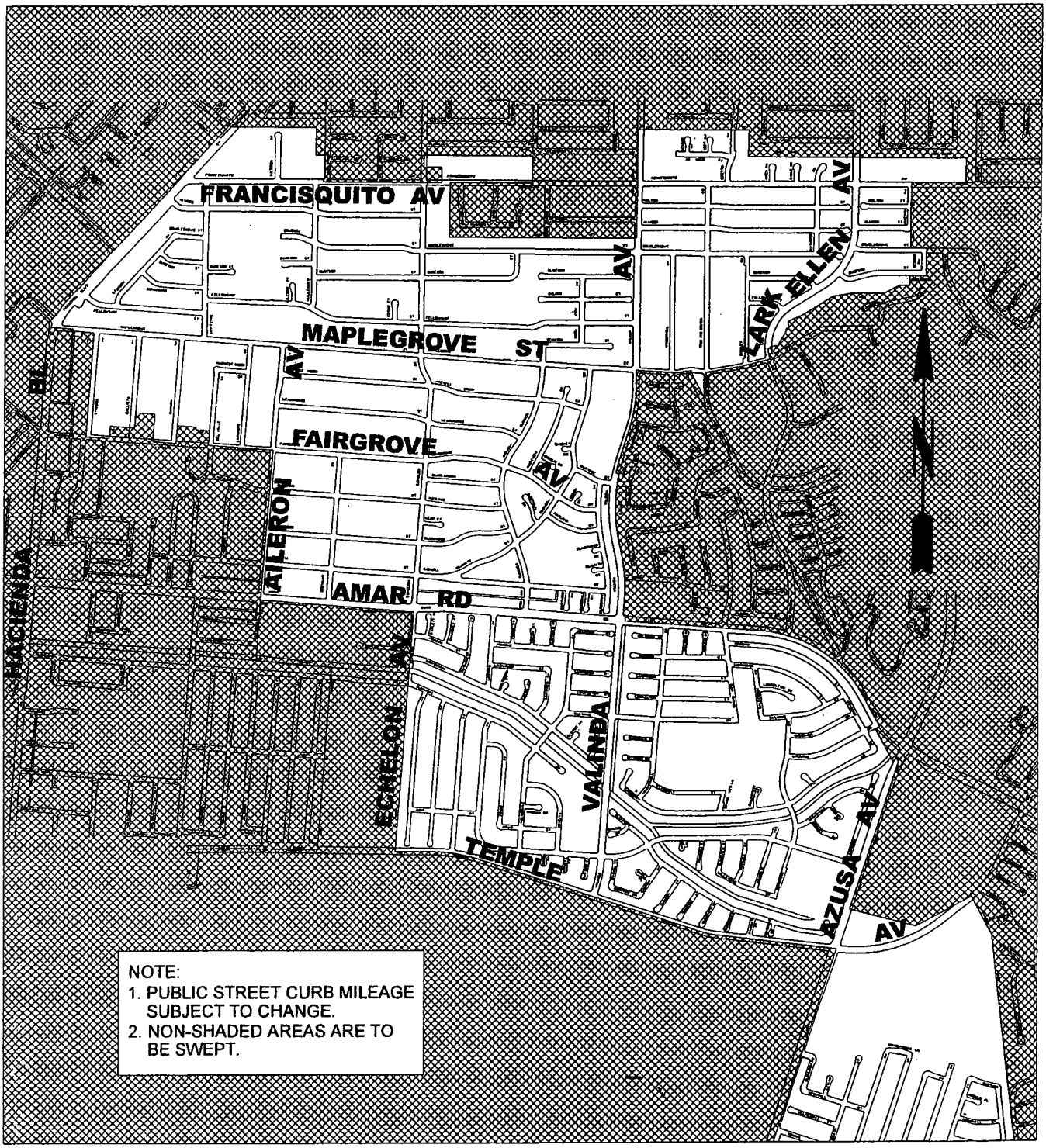
REVIEWED 1-9-07
DISTRICT ENGINEER-RD.MAINT.DIST. 1 DATE

PROJECT ENGINEER	C.E. NO.	DESIGNER	CHECKER	SHEET 1 OF 6 SHTS.
S. HOURANY	C 54213	D. OBOZA	N. GEMENIANO	DWG. NO.



SEE SHEET 3

PROJECT NAME	VALINDA / HACIENDA HEIGHTS STREET SWEEPING				PROJECT I.D. No. RMD1106803	
PROJECT ENGINEER	S. HOURANY	C.E. NO. C 54213	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. 638-B2	SCALE NONE	SHEET 2 OF 6



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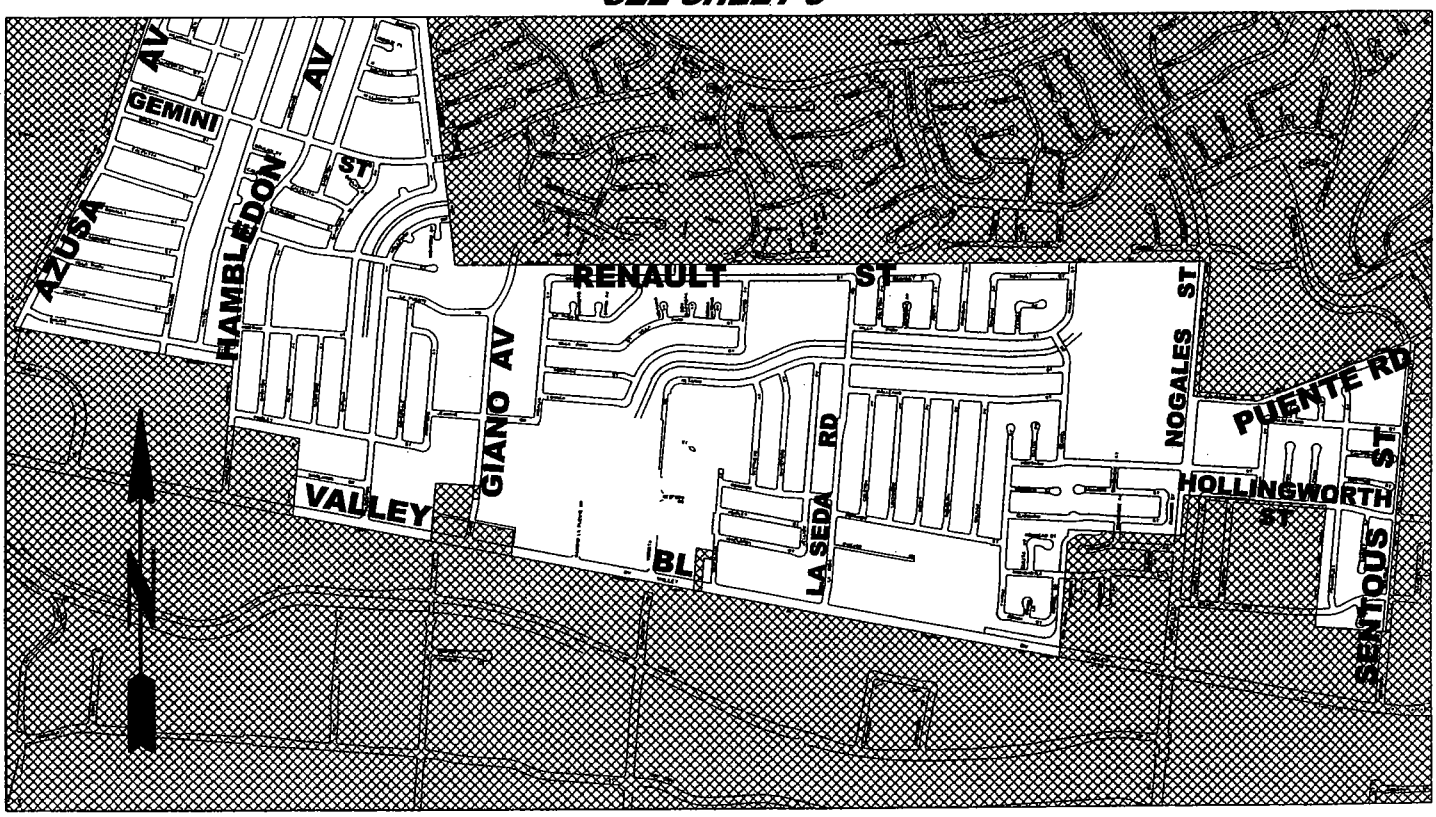
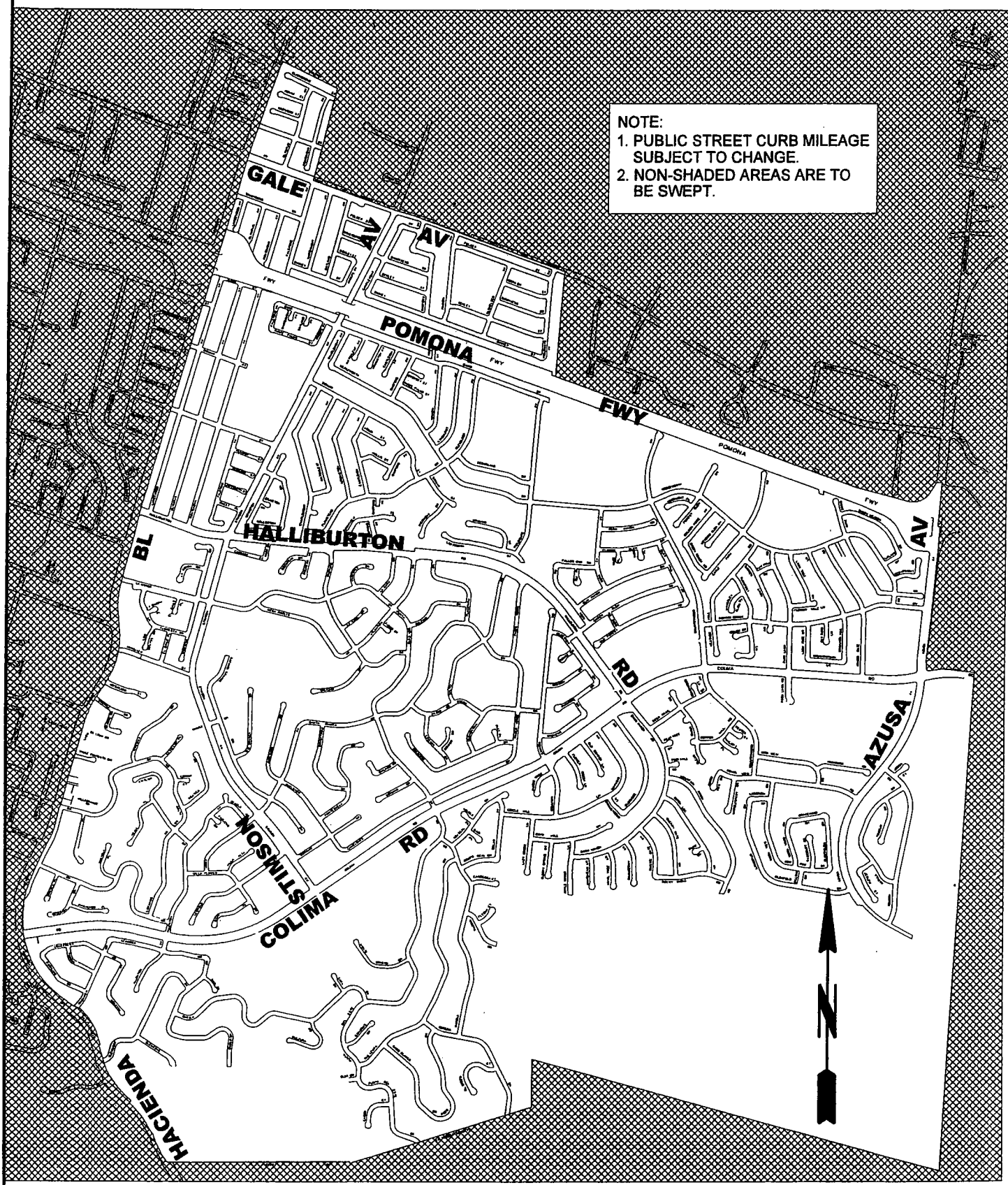
SEE SHEET 3



NOTE:
1. PUBLIC STREET CURB MILEAGE SUBJECT TO CHANGE.
2. NON-SHADED AREAS ARE TO BE SWEPT.

PROJECT NAME	VALINDA / HACIENDA HEIGHTS STREET SWEEPING				PROJECT I.D. No. RMD1106803	
PROJECT ENGINEER	S. HOURANY	C.E. NO. C 54213	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. 638-B2	SCALE NONE	SHEET 4 OF 6



PROJECT NAME	VALINDA / HACIENDA HEIGHTS STREET SWEEPING				PROJECT I.D. No. RMD1106803	
PROJECT ENGINEER	S. HOURANY	C.E. NO. C 54213	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. 638-B2	SCALE NONE	SHEET 5 OF 6

SUMMARY OF MILES

TYPE	CURB MILES
Streets and Highways	340.92
Raised Curbed Medians	19.30
Paved Alleys	0.84
TOTAL MILES TO BE SWEPT:	361.06

NOTE: ALL CURBED PUBLIC STREETS INCLUDING CURBED MEDIANS AND ALLEYS WITHIN THE NON-SHADED AREAS FOUND ON SHEETS 2, 3, 4 AND 5 ARE TO BE SWEPT WEEKLY.

ALLEYS

(TO BE SWEPT EVERY WEEK)

ALLEY LOCATION	LIMITS	CURB MILES
Alley N/o Amar Rd.	Echelon Av. to Indian Summer Av.	0.10
Alley N/o Amar Rd.	Indian Summer Av. to 350' E/o Indian Summer Av.	0.26
Alley N/o Giano Av.	Alley N/o Valley Bl. To Valley Bl.	0.12
Alley E/o Indian Summer Av.	Cadwell St. to Alley N/o Amar Rd.	0.08
Alley N/o Valley Bl.	Giano Av. to 360' E/o Giano Av.	0.28
	TOTAL PAVED ALLEY MILES:	0.84

CURBED MEDIANS

(TO BE SWEPT EVERY WEEK)

STREET NAME	LIMITS	SIDE	CURB MILES
Amar Rd.	Brentwood Dr. to Witzman Dr.	Both	0.30
Azusa Av.	Amar Rd. to Temple Av.	Both	0.95
Azusa Av.	Bridge N/o Pomona Fwy to Tomich Av.	Both	1.47
Colima Rd.	Hacienda Bl. To Albatross Rd.	Both	6.06
Hacienda Bl.	150' N/o Francisquito Av. to 130' S/o Francisquito Av.	Both	0.11
Hacienda Bl.	150' N/o Maplegrove St. to Maplegrove St.	Both	0.06
Halliburton Rd.	Stimson Av. to Colima Rd.	Both	2.20
Nogales St.	1270' N/o La Puente Rd. to La Puente Rd.	West	0.24
Park Lawn Rd.	Colima Rd. to 290' S/o Colima Rd.	Both	0.11
Puente Av.	Francisquito Av. to Nelson Av.	Both	3.22
Valley Bl.	680' W/o Alderton Av. to 100' W/o Nogales St.	Both	2.88
Valley Bl.	Fairway Dr. to Lemon Av.	Both	1.70
	TOTAL CURB MILES:		19.30

PROJECT NAME	VALINDA / HACIENDA HEIGHTS STREET SWEEPING			PROJECT I.D. No. RMD1106803	
PROJECT ENGINEER	S. HOURANY	C.E. NO. C 54213	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. NONE	SCALE NONE / SHEET 6 OF 6

EXHIBIT F

FUEL PRICE ADJUSTMENTS

IF CONTRACTOR PURCHASES FUEL AT MARKET PRICES AT TIME OF PROPOSAL:

The Director may adjust 12 percent of the unit rate of compensation set forth in Form PW-2, 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> for Gasoline - All Grades (Regular) for California, and at <http://tonto.eia.doe.gov/dnav/pet/pet_pri_prop_dcu_r50_m.htm> for Propane (LPG) using West Coast (PADD 5) "Sales For Resale," as appropriate to the vehicle used, beginning on the month of this Contract's start date and thereafter at each successive six month interval (interval may differ), 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 three months preceding the proposal submission date and the fuel price published three months preceding each effective date of the adjustment.

However, when the percentage increase or decrease in the fuel price is less than 5 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 unit rate of compensation to establish the adjusted unit 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 providing these services and the Contractor shall provide records pertaining to its fuel costs upon the County's request.

IF THE CONTRACTOR HAS A LONG TERM AGREEMENT TO PURCHASE FUEL AT A FIXED PRICE FOR A MULTI-YEAR PERIOD AT TIME OF PROPOSAL:

The Director may adjust 12 percent of the unit rate of compensation set forth in 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.

FUEL PRICE ADJUSTMENTS

However, when the percentage increase or decrease in the fuel price is less than 5 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 unit rate of compensation to establish the adjusted unit 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.

EXHIBIT G

SAMPLE CALCULATION OF THE FUEL ADJUSTMENT

Purchasing Fuel at Market Prices

Following sample data will be used to calculate sample calculation of fuel adjustment
Unit Rate from PW-2, Schedule of Prices: $15.00
Proposal due date: February 2007
Contract start date: July 2007

Fuel Adjustment (FA) Component for Propane price:

Propane (On-Highway) - May 2007	245.02 cents per gallon
Propane (On-Highway) - April 2007	293.23 cents per gallon
Percent change in Propane (On-Highway)	19.7% increase

Adjusted Unit Rate (FA component):
= (12% of unit rate)* x (Percent change in Propane Price)
= [(12%) x ($15.00)] x (19.7%)
= ($1.80) x (19.7%)
= $0.35 Fuel Adjustment (increase)

Adjusted Unit Rate for July 2007
$15.00 + $0.35 = $15.35

Purchasing Fuel Under Long-Term Fuel Supply Agreement

Following sample data will be used to calculate sample calculation of fuel adjustment
Unit Rate from PW-2, Schedule of Prices: $15.00
Proposal due date: February 2007 (Long-Term Fuel Price: $2.00 per gallon)
Contract start date: July 2007
Renegotiation of Fuel Price: September 2007 (renegotiated price is $2.25 per gallon)

Fuel Adjustment (FA) Component for Contract price:

February 2007	200.00 cents per gallon
Renegotiated Price in September 2007	225.00 cents per gallon
Percent change in Diesel (long-term price)	12.5% increase

Adjusted Unit Rate (FA component):
= (12% of unit rate) x (Percent change in price)
= [(12%) x ($15.00)] x (12.5%)
= ($1.80) x (12.5%)
= $0.23 Fuel Adjustment (increase)

Adjusted Unit Rate for September 2007
$15.00 + $0.23 = $15.23

R.F.Dickson Co. Inc.
Municipal Sweeping
Construction Clean-up
Transportation
Parts and Service

562-923-5441
800-573-3222
Fax 562-869-5943
12524 Clark Avenue
Downey, Ca. 90242

COUNTY OF LOS ANGELES
STREET SWEEPING SERVICES
VALINDA/ HACIENDA HEIGHTS
(2007-PA006)

COPY

R.F. DICKSON CO., INC.
BID SUBMITTAL FEBRUARY 26, 2007

DICKSON

Our Solution To Beach Pollution

February 26, 2007

Mr. Donald L. Wolfe
Director of Public Works
County of Los Angeles
Department of Public Works
900 South Fremont Avenue
Alhambra, California 91803

Re: 2007-PA006 Street Sweeping Services

Dear Mr. Wolfe,

Respectfully we would like to bring to your and your staff's attention, the equipment requirements that are required to fulfill the agreement that is currently being solicited.

Looking at each of the qualified contractors, not one, including ourselves is able to meet all the equipment required to fulfill all the contracts that are included in this 2007-PA006 solicitation.

We would like to suggest, that the County look at each contractors equipment inventory that is AQMD 1186.1 certified and is currently available and not in use or assigned to another city that requires it by AQMD mandate, and what new equipment that already has been ordered and will arrive prior to the July 1, 2007 proposed start date for these new contracts.

When looking at the "COST METHODLOGY FOR CONTRACT", your staff will be able to determine how many sweeper operators each contractor is going to use on each area, and then look at the verified AQMD 1186.1 complaisant and available sweeper inventory, to see if they can meet the requirements.

Our company, out of our current 13 AQMD 1186.1 complaisant street sweepers, has 5 AQMD complaint sweepers available today, and 3 more new CNG Tymco 600 compliant sweepers on order, and is expecting delivery prior to the July 1, 2007 for these contracts.

CALIFORNIA SMALL BUSINESS 27154

R.F. Dickson Co. Inc. Contract Sweeping Service and Parts
12524 Clark Ave. Downey, CA 90242
562-923-5441
800-573-3222
Fax 562-869-5943

DICKSON

Our Solution To Beach Pollution

Letter of Transmittal

February 26, 2007

County of Los Angeles Department
of Public Works
Administrative Division
Ms. Leslie Schenk
900 South Fremont Avenue
Alhambra, CA 91803

Subject: Request for Proposal – Street Sweeping Services

Dear Ms. Schenk:

Our firm will provide the services in accordance with the County of Los Angeles's RFP. The R.F. Dickson Co., Inc. has been working with municipalities for over 56 years and Los Angeles County for 41 years, providing street sweeping services to the County and many of your neighboring cities and offers residential and arterial sweeping on a daily and or weekly basis according to your county's needs.

Over the years we have faced many types of natural disasters with our cities and counties, from fires to earthquakes. We have worked as team players with our counties and cities to work through these problems together.

Each client is handled on an individual basis. The County's requirements are tailored and monitored very closely. As with our other County contracts, we will follow these specifications as required. Our street sweeper operators are all well trained individuals, always keeping in mind their responsibility to the Company as well as the residents of the County. We maintain a drug-free workplace. All workers are tested prior to employment as well as immediately following any work-related incident.

The list of authorized representatives for these contracts are as follows:

Steve Dickson President
12524 Clark Ave.
Downey, Ca 90242
562 923-5441

Scott Dickson Vice Present
12524 Clark Ave
Downey, Ca 90242
562 923-5441

Our Staff is highly motivated and well trained to handle any problem or situation that is presented to them in a timely manner

Thank you for the opportunity to address the needs of Los Angeles County we look forward to working with your County Staff.

Sincerely,
R.F. Dickson Company, Inc.

Scott B. Dickson
Vice President

COUNTY OF LOS ANGELES

STREET SWEEPING

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Attachments.....

1. County of Los Angeles Policy on doing Business with Small Business.....

2. Small Business Certification Letter.....

History Background

Our company is the leader in the street sweeping industry with over 57 years of experience. We have worked directly with the sweeper manufacturers, designing and developing the latest in sweeping equipment.
In 1958, we received the first street sweeping contract to take over city services in California, and since have operated throughout the state, currently supplying service to 26 public agencies.
In 1964, we received our first street sweeping contracts with the ***County of Los Angeles***, and the cities of Lakewood, La Mirada, Artesia and are proud to say; our continuous high level of service is still being provided.
In 1980, the State of Arizona granted the largest contract in the state for sweeping to our company. This contract was with the Arizona Department of Transportation (ADOT). We have also owned and operated a heavy equipment company throughout the State of Texas for many years.
Beginning in 1999, we started to develop our first CNG regional fueling station to be used by our company and other public and private fleets. Our new CNG station came on line in 2002, and was in conjunction with the implementation of the new AQMD 1186 and 1186.1 Fleet Rules regarding the use of alternative fuels for the street sweepers we were to use in these contracts.
This proposed Sweeping Contract we are bidding on is well within our capabilities. We will supply the highest-level professional service to the County of Los Angeles.

Staff Organization

Management Team and time of service directly will be involved in this contract. They will be involved as follows:

1. Steve L. Dickson- President 37 years with R.F.D
   Steve is in charge of all contract implementation policies, Insurance bonding and contract negotiations with the cities and counties. Steve has extensive knowledge of the procedures and equipment available to improve operations and the quality of service that R.F. Dickson Co., Inc. provides to its Municipalities and Counties.

2. Scott B. Dickson- Vice President 32 years with R.F.D
   Scott has overall responsibility of contract compliance, safety, supervision and staffing requirements – daily interaction with city and county officials.

3. Yolanda Santos- Administrative and Operations Manager- 5 years with R.F.D. Bilingual Speaks English and Spanish.
Her duties include but are not limited to City staff liaison, Dispatch Coordinator and Safety Officer, Yolanda has a positive attitude and is committed to providing quality and on time service to all of our customers.

4. Fernando Rocha- Lead Supervisor 22 years with R. F.D
Bilingual Speaks English and Spanish.
Supervision and daily interaction with city officials, daily inspections of streets, quality control.

5. Scott Hileman- Controller 3 years with R.F.D.
His responsibilities include interaction with all departments, developing reports, and overseeing all financial aspects of the company.

6. Carol Lutz- Senior Accounting Manager and Office Manager
- 10 years with R.F.D.
Carol, among her other talents, is reliable and an asset to our company she posses excellent computer skills, offers a degree of professionalism and a strong ethical behavior.

7. Cesar Davila- Service Manager 3 years with R.F.D.
Bilingual Speaks English and Spanish.
Maintenance Service manager in charge of all the R.F.D Fleet maintenance, Cesar has extensive knowledge of all parts and inventory.

8. Johanna Roque – Office Clerk 1 year with R.F.D.
Bilingual Speaks English and Spanish.
Office Clerk, responsibilities include but not limited to tracking data, creating reports and supports office staff.

9. Yiselys Galvez- Receptionist – Dispatcher 1 year with R.F.D.
Bilingual Speaks English and Spanish.
Yiselys has great geographical knowledge of all the contract areas and poses excellent communication skills, she has a positive friendly personality and uses initiative and good judgment when handling customer service calls.

Maintenance Facility

SERVICE: Our maintenance facility located in Downey, and is one of the largest dedicated sweeper repair facility in the country. Along with handling our own repairs, we handle the surrounding cities and contractor repairs. The County of Los Angeles has contracted with our maintenance facility since 1976. Our maintenance facility is staffed with mechanics 16 hours per day, Monday through Friday, and on call during off hours.

PARTS: We operate a full line computerized parts department, with a large sweeper parts inventory.

Mechanics

R.F. Dickson Co., Inc. has a full staff to be responsive to the County, We will be able to handle any kind of project, problem or concern that the county may have. We have mechanics on staff 16 hours per day so that we can be ready for any mechanical problems should they arise.

1) Our mechanics are highly skilled in the maintenance and repair of our AQMD Compliant Natural Gas powered and Diesel powered sweepers, our equipment is kept in excellent working conditions at all times.

2) Our mechanics have all the necessary tools and supplies to perform all repairs on all of our sweepers.

Equipment

Over the last seven years, we have been working with 'Tymco's' R & D Staff and have traveled to the manufacturing center for Tymco street sweepers in Waco, Texas. There we have given our input to the design and development of the latest in *alternative fueled and PM-10 Compliant* street sweepers. We now operate one of the newest fleet of street sweepers in California. Our diesel fleet is currently being replaced as required, to comply with the new AQMD "1186 and 1186.1" Clean Air Fleet Rules. Currently, you will see on our "List of Equipment," that we have thirteen AQMD compliant CNG TYMCO street sweepers, and are looking to add an additional 10 more CNG sweepers to our fleet shortly.

1) The R.F. Dickson Company has been involved since the beginning of Rule 1186.1, attending workshops, and working with AQMD's Dr. Julia Lester, the actual author of the 1186 rule. We have been invited to speak on occasions at the AQMD's meetings as the experts in the field of both alternative fuel powered street sweepers and the street sweeping industry.

2) We will meet Air Quality Management District requirements; we understand that the County of Los Angeles requires that all sweepers used for arterial and residential sweeping are powered by alternative fuel.

3) All of our equipment is equipped with 2 way radios that allow them to maintain contact with our office for any communications necessary. In most cases the All Managers, and Sweeper Operators have cell phones.

Sweeper Operators

Pre Employment requirements for all operator trainee:

- **Valid California Driver License**
- **Clean driving record verified by the Department of Motor Vehicles**
- **Strong reference and work history.**

1) Our sweeper operators are highly trained in the operations of their equipment. They will be familiar with the County of Los Angeles's sweeping requirements and are able to clearly read all routing maps supplied with this contract.

2) Our operators are given Drug tests and Physicals before being hired and are also tested again in the event of an accident or injury caused during the performance of this contract.

3) All of our sweeper operators are proficient in English and can communicate clearly with all residents and City staff. In many cases our drivers are also bilingual.

4) The majority of our drivers are long-term employees; we prefer and make every attempt to keep the same drivers on the same routes. This will increase our ability to meet the time requirements on specific streets, and increase our quality and know where all the hot spots are within the scheduled area. Our drivers are supplied with company shirts for identification.

Work Plan

1) We will adhere to a regular schedule for sweeping of arterial highways, raised medians, and residential streets. This will be based on the routing maps that we will develop and will be approved by the County of Los Angeles.

2) We will maintain the gutter flow lines free of debris on a regular schedule for free flow of water.

3) We will maintain a state of cleanliness, as the schedule requires, for road and pedestrian safety acceptable to the County.

4) Our sweeper operators are trained to make as many passes as necessary, to accomplish the stated quality of service goals our company has established.

5) Our sweeper operators are taught the importance of punctuality and quality and take pride in their work to achieve a sense of satisfaction that will stay with them and eventually be taught to new operators over the years.

6) If inclement weather prevents adherence to the regular sweeping schedule for two days or less in a certain week, R. F. Dickson Co., Inc. will sweep the affected area prior to the next sweeping schedule once approved by the County.

7) When a holiday occurs on a regular scheduled sweep day and the subject sweeping area is not swept, with approval of the contract manager areas will be swept within two days of the regular sweeping schedule.

Complaints and Concerns

Complaints brought to our attention prior to 3:00 PM. will be investigated and resolved the same day if possible, Our staff will make every effort to resolve and follow up all complaints within a 24 hour period. All sweeper operators are trained to contact the office before leaving the area to determine whether they have any complaints or concerns logged for that workday. If so they will immediately rectify the issues before returning to the Dickson yard.

All complaints are logged and brought to the attention of Manager in charge. The sweeper operators are notified immediately by radio or cell phone to rectify the problem, when the issue has been rectified and the proper steps have been taken, the complaint form is then e-mailed to the contract manager or office in charge.

Request for Proposals – Part 1
Section 2
A. Proposal Format and Content Requirements
Question 9 (Record Keeping)

a. i. Employees report to the Downey yard and swipe a time clock with a time card. This is his start time. After he travels to the job and works then comes back to the Downey yard and swipes out at the end of his assigned work shift.

a. ii. The employees shift start and end time is documented by the time clock.
(Please see copy of the Payroll Detail time clock report that is provided.)

a iii. Time clock reports are maintained daily and checked against the employee's time sheet by the payroll clerk to confirm accuracy. The time clock reports are used as a source document to create payroll these reports are maintained with other payroll records as mandated by the State and Federal reporting requirements.

a. iv. As mentioned in a.iii above Time clock reports are used as a source document to create payroll, a. iv. is "Not applicable"

a. v. The employee signs his name stating he has taken all required breaks and meal breaks. **(Please see a copy of the Employee Time Sheet that is provided).**

b i. Employees receive one computer-generated paycheck for all wages earned during the pay period. This includes straight time, overtime, double time, and vacation and holiday wages. The check stub includes regular hours worked as well as all deductions for taxes and other deductions. **(Please see a copy of the Employee Computer Generated Payroll Stub that is provided).**

b. ii. As mentioned in b.i. Above payroll is computer generated so b.ii is " Not Applicable"

b. iii. The system supports multiple pay rates. The payroll clerk is requires to enter date worked, regular hours worked, overtime hours worked and the job number the employee worked on. The system selects the pay rate for the job and calculates the gross wages earned. This calculation is embedded in the software program.

b. iv. All employees are paid at the rate greater than the County Living Wage rate. Each employee's rate of pay is the same for all jobs including travel time.

b. v. The computer payroll system automatically calculates overtime for all wage rates. Overtime is 1.5 times the regular rate.

R.F. DICKSON CO., INC.

011464

EMPLOYEE : Bradley J. Hastie
SOC SEC # [redacted]
PAY RATE : 12.350
PER ENDED: 08/06/06
CHK DATE : 08/11/06
CHK# : 11464
NET PAY : 793.79

CHK AMT : 793.79

	HOURS	RATE	AMOUNT
	13.50	18.525	250.06
	80.00	12.350	988.01

	HOURS
REGULAR	80.00
1.5 OT	13.50
2.0 OT	0.00
TOTAL	93.50
	PAY
WAGES	1238.07
HOLIDAY	
VACATION	

	CURRENT	YTD
GROSS PAY	1238.07	17909.63
FIT	68.83	872.53
FICA	73.26	1030.85
SIT	11.79	151.87
OTH STAX	7.66	107.80
		-
MEDICAL	256.28	4047.54
DENTAL	14.33	229.28
VISION	9.86	157.76
LIFE	2.27	36.32
NET PAY	793.79	11275.68

ELL SYSTEMS FORMS DIVISION (866) 203-7300 AC-300LL CA185B14

EMPLOYEE TIME SHEET

NAME: BRAD NASTIE EMPL #:

MONDAY DATE: 7-24-06

CITY NAME	TRUCK #		PROD HRS	DOWN HRS	SHOP HRS	FLAT HRS	RAIN HRS	TRN HRS	DEBRIS LOADS	DEBRIS SITE	WATER LOADS	(10.25)
LA-11	176		9 3/4		1/2				1 3/4	BEI-ARI	4	
City Terrace												

TUESDAY DATE: 7-25-06

CITY NAME	TRUCK #		PROD HRS	DOWN HRS	SHOP HRS	FLAT HRS	RAIN HRS	TRN HRS	DEBRIS LOADS	DEBRIS SITE	WATER LOADS	(9.75)
LA-11	176		8 3/4		1				1	BEI-ARI	3	R-BROOMS 5035
City Terrace												

WEDNESDAY DATE: 7-26-06

CITY NAME	TRUCK #		PROD HRS	DOWN HRS	SHOP HRS	FLAT HRS	RAIN HRS	TRN HRS	DEBRIS LOADS	DEBRIS SITE	WATER LOADS	(10.00)
LA-11	176		[redacted]	3	1/2				1	BEI-ARI	3	HYD LINE BROKE
City Terrace			6 1/2									

NAME: BRAD HASTIE

EMPLOYEE TIME SHEET

EMPL #: _____

MONDAY DATE: 7-31-06

CITY NAME	TRUCK #		PROD HRS	DOWN HRS	SHOP HRS	FLAT HRS	RAIN HRS	TRN HRS	DEBRIS LOADS	DEBRIS SITE	WATER LOADS	(10.00)
LA-11	176		9 1/2		1/2				1 1/2	BEL-AIR	4	
City Terrace												

TUESDAY DATE: 8-1-06

CITY NAME	TRUCK #		PROD HRS	DOWN HRS	SHOP HRS	FLAT HRS	RAIN HRS	TRN HRS	DEBRIS LOADS	DEBRIS SITE	WATER LOADS	(9.00)
LA-11	176		8 1/2		1/2				1	BEL-AIR	3	
City Terrace												

WEDNESDAY DATE: 8-2-06

CITY NAME	TRUCK #		PROD HRS	DOWN HRS	SHOP HRS	FLAT HRS	RAIN HRS	TRN HRS	DEBRIS LOADS	DEBRIS SITE	WATER LOADS	(9.00)
LA-11	176			8 1/2	1/2				1	BEL-AIR	3	
City Terrace												

For the period of 07/24/2006 to 08/06/2006

Week		Date In	Time In	Date Out	Time Out	Job Code	Break	Hours	Reg	Ovt1	Ovt2	Day Total
Alleza, Luis	**Number: 27**	**Code: 130**										
1	☐	07/24	5:00 AM	07/24	3:45 PM	100000	30u	10.25	8.00	2.25	0.00	10.25
	☐	07/25	6:00 AM	07/25	3:00 PM	100000	30u	8.50	8.00	0.50	0.00	8.50
	☐	07/26	5:30 AM	07/26	5:45 PM	100000	30u	11.75	8.00	3.75	0.00	11.75
	☐	07/27	5:30 AM	07/27	4:15 PM	100000	30u	10.25	8.00	2.25	0.00	10.25
	☐	07/28	5:30 AM	07/28	4:00 PM	100000	30u	10.00	8.00	2.00	0.00	10.00
								50.75	40.00	10.75	0.00	50.75
2	☐	07/31	5:00 AM	07/31	4:00 PM	100000	30u	10.50	8.00	2.50	0.00	10.50
	☐	08/01	6:00 AM	08/01	2:15 PM	100000	30u	7.75	7.75	0.00	0.00	7.75
	☐	08/02	5:30 AM	08/02	4:00 PM	100000	30u	10.00	8.00	2.00	0.00	10.00
	☐	08/03	5:30 AM	08/03	3:30 PM	100000	30u	9.50	8.00	1.50	0.00	9.50
	☐	08/04	5:30 AM	08/04	3:30 PM	100000	30u	9.50	8.00	1.50	0.00	9.50
								47.25	39.75	7.50	0.00	47.25
							Period Totals	**98.00**	**79.75**	**18.25**	**0.00**	**98.00**
Carrillo, J. Asencion	**Number: 21**	**Code: 123**										
1	☐	07/24	5:00 AM	07/24	3:30 PM	100000	30u	10.00	8.00	2.00	0.00	10.00
	☐	07/25	6:00 AM	07/25	4:00 PM	100000	30u	9.50	8.00	1.50	0.00	9.50
	☐	07/26	5:45 AM	07/26	4:45 PM	100000	30u	10.50	8.00	2.50	0.00	10.50
	☐	07/27	6:00 AM	07/27	2:45 PM	100000	30u	8.25	8.00	0.25	0.00	8.25
	☐	07/28	5:00 AM	07/28	3:00 PM	100000	30u	9.50	8.00	1.50	0.00	9.50
	☐	07/29	5:30 AM	07/29	6:30 AM	100000		1.00	0.00	1.00	0.00	1.00
								48.75	40.00	8.75	0.00	48.75
2	☐	07/31	5:00 AM	07/31	11:45 AM	100000	30u	6.25	6.25	0.00	0.00	6.25
	☐	08/01	6:30 AM	08/01	3:30 PM	100000	30u	8.50	8.00	0.50	0.00	8.50
	☐	08/02	5:00 AM	08/02	2:30 PM	100000	30u	9.00	8.00	1.00	0.00	9.00
	☐	08/03	6:00 AM	08/03	4:00 PM	100000	30u	9.50	8.00	1.50	0.00	9.50
	☐	08/04	5:30 AM	08/04	2:30 PM	100000	30u	8.50	8.00	0.50	0.00	8.50
								41.75	38.25	3.50	0.00	41.75
							Period Totals	**90.50**	**78.25**	**12.25**	**0.00**	**90.50**
Cortes, Jose	**Number: 51**	**Code: 154**										
1	☐	07/24	4:45 AM	07/24	4:30 PM	100000	30u	11.25	8.00	3.25	0.00	11.25
	☐	07/25	4:00 AM	07/25	3:45 PM	100000	30u	11.25	8.00	3.25	0.00	11.25
	☐	07/26	5:00 AM	07/26	4:45 PM	100000	30u	11.25	8.00	3.25	0.00	11.25
	☐	07/27	5:00 AM	07/27	5:15 PM	100000	30u	11.75	8.00	3.75	0.00	11.75
	☐	07/28	4:00 AM	07/28	3:00 PM	100000	30u	10.50	8.00	2.50	0.00	10.50
								56.00	40.00	16.00	0.00	56.00
2	☐	07/31	4:00 AM	07/31	1:15 PM	100000	30u	8.75	8.00	0.75	0.00	8.75
	☐	08/01	5:00 AM	08/01	3:15 PM	100000	30u	9.75	8.00	1.75	0.00	9.75
	☐	08/02	5:15 AM	08/02	3:15 PM	100000	30u	9.50	8.00	1.50	0.00	9.50
	☐	08/03	5:00 AM	08/03	2:00 PM	100000	30u	8.50	8.00	0.50	0.00	8.50
	☐	08/04	4:00 AM	08/04	2:15 PM	100000	30u	9.75	8.00	1.75	0.00	9.75
								46.25	40.00	6.25	0.00	46.25
							Period Totals	**102.25**	**80.00**	**22.25**	**0.00**	**102.25**
Dacruz, Jose	**Number: 16**	**Code: 118**										
1	☐	07/24	5:00 AM	07/24	2:15 PM	100000	30u	8.75	8.00	0.75	0.00	8.75
	☐	07/25	3:00 AM	07/25	2:00 PM	100000	30u	10.50	8.00	2.50	0.00	10.50
	☐	07/27	2:00 AM	07/27	12:30 PM	100000	30u	10.00	8.00	2.00	0.00	10.00
	☐	07/28	3:30 AM	07/28	1:30 PM	100000	30u	9.50	8.00	1.50	0.00	9.50
								38.75	32.00	6.75	0.00	38.75
2	☐	07/31	5:00 AM	07/31	3:00 PM	100000	30u	9.50	8.00	1.50	0.00	9.50
	☐	08/01	3:00 AM	08/01	2:15 PM	100000	30u	10.75	8.00	2.75	0.00	10.75
	☐	08/02	3:00 AM	08/02	1:15 PM	100000	30u	9.75	8.00	1.75	0.00	9.75
	☐	08/03	2:00 AM	08/03	1:00 PM	100000	30u	10.50	8.00	2.50	0.00	10.50
	☐	08/04	3:30 AM	08/04	3:15 PM	100000	30u	11.25	8.00	3.25	0.00	11.25
								51.75	40.00	11.75	0.00	51.75
							Period Totals	90.50	72.00	18.50	0.00	90.50
Gonzalez, Jorge	**Number: 23**	**Code: 125**										

Payroll Detail

For the period of 07/24/2006 to 08/06/2006

Week	Date In	Time In	Date Out	Time Out	Job Code	Break	Hours	Reg	Ovt1	Ovt2	Day Total
1	07/24	7:00 AM	07/24	4:45 PM	100000	30u	9.25	8.00	1.25	0.00	9.25
	07/25	4:45 AM	07/25	3:15 PM	100000	30u	10.00	8.00	2.00	0.00	10.00
	07/26	4:45 AM	07/26	4:00 PM	100000	30u	10.75	8.00	2.75	0.00	10.75
	07/27	12:00 AM	07/27	12:00 PM	100000	30u	11.50	8.00	3.50	0.00	11.50
	07/28	4:30 AM	07/28	3:45 PM	100000	30u	10.75	8.00	2.75	0.00	10.75
							52.25	40.00	12.25	0.00	52.25
	07/31	4:00 AM	07/31	12:00 PM	100000	30u	7.50	7.50	0.00	0.00	7.50
	08/01	7:00 AM	08/01	3:00 PM	100000	30u	7.50	7.50	0.00	0.00	7.50
	08/02	4:45 AM	08/02	4:30 PM	100000	30u	11.25	8.00	3.25	0.00	11.25
	08/03	4:45 AM	08/03	6:45 PM	100000	30u	13.50	8.00	4.00	1.50	13.50
	08/04	4:30 AM	08/04	5:00 PM	100000	30u	12.00	8.00	4.00	0.00	12.00
							51.75	39.00	11.25	1.50	51.75
					Period Totals		104.00	79.00	23.50	1.50	104.00

stle, Brad Number: 9 Code: 110

Week	Date In	Time In	Date Out	Time Out	Job Code	Break	Hours	Reg	Ovt1	Ovt2	Day Total
1	07/24	5:00 AM	07/24	3:45 PM	100000	30u	10.25	8.00	2.25	0.00	10.25
	07/25	5:30 AM	07/25	3:45 PM	100000	30u	9.75	8.00	1.75	0.00	9.75
	07/26	5:30 AM	07/26	4:00 PM	100000	30u	10.00	8.00	2.00	0.00	10.00
	07/27	5:30 AM	07/27	3:00 PM	100000	30u	9.00	8.00	1.00	0.00	9.00
	07/28	4:30 AM	07/28	1:45 PM	100000	30u	8.75	8.00	0.75	0.00	8.75
							47.75	40.00	7.75	0.00	47.75
	07/31	5:00 AM	07/31	3:30 PM	100000	30u	10.00	8.00	2.00	0.00	10.00
	08/01	5:30 AM	08/01	3:00 PM	100000	30u	9.00	8.00	1.00	0.00	9.00
	08/02	5:30 AM	08/02	3:00 PM	100000	30u	9.00	8.00	1.00	0.00	9.00
	08/03	5:30 AM	08/03	3:00 PM	100000	30u	9.00	8.00	1.00	0.00	9.00
	08/04	4:30 AM	08/04	1:45 PM	100000	30u	8.75	8.00	0.75	0.00	8.75
							45.75	40.00	5.75	0.00	45.75
					Period Totals		93.50	80.00	13.50	0.00	93.50

uns, Richard Number: 10 Code: 111

Week	Date In	Time In	Date Out	Time Out	Job Code	Break	Hours	Reg	Ovt1	Ovt2	Day Total
1	07/24	5:45 AM	07/24	3:00 PM	100000	30u	8.75	8.00	0.75	0.00	8.75
	07/25	5:45 AM	07/25	3:15 PM	100000	30u	9.00	8.00	1.00	0.00	9.00
	07/26	5:45 AM	07/26	3:00 PM	100000	30u	8.75	8.00	0.75	0.00	8.75
	07/27	4:30 AM	07/27	2:30 PM	100000	30u	9.50	8.00	1.50	0.00	9.50
	07/28	5:45 AM	07/28	3:00 PM	100000	30u	8.75	8.00	0.75	0.00	8.75
							44.75	40.00	4.75	0.00	44.75
	07/31	4:45 AM	07/31	4:15 PM	100000	30u	11.00	8.00	3.00	0.00	11.00
	08/01	4:30 AM	08/01	4:15 PM	100000	30u	11.25	8.00	3.25	0.00	11.25
	08/02	6:15 AM	08/02	5:30 PM	100000	30u	10.75	8.00	2.75	0.00	10.75
	08/03	4:30 AM	08/03	3:00 PM	100000	30u	10.00	8.00	2.00	0.00	10.00
	08/04	4:45 AM	08/04	5:45 PM	100000	30u	12.50	8.00	4.00	0.50	12.50
							55.50	40.00	15.00	0.50	55.50
					Period Totals		100.25	80.00	19.75	0.50	100.25

Leiva, Marco Number: 56 Code: 159

Week	Date In	Time In	Date Out	Time Out	Job Code	Break	Hours	Reg	Ovt1	Ovt2	Day Total
	07/24	6:00 AM	07/24	12:45 PM	100000	30u	6.25	6.25	0.00	0.00	6.25
	07/25	5:00 AM	07/25	4:15 PM	100000	30u	10.75	8.00	2.75	0.00	10.75
	07/26	5:15 AM	07/26	5:30 PM	100000	30u	11.75	8.00	3.75	0.00	11.75
	07/27	5:00 AM	07/27	4:30 PM	100000	30u	11.00	8.00	3.00	0.00	11.00
	07/28	6:00 AM	07/28	3:15 PM	100000	30u	8.75	8.00	0.75	0.00	8.75
							48.50	38.25	10.25	0.00	48.50
2	08/01	6:00 AM	08/01	6:30 AM	100000		0.50	0.50	0.00	0.00	
	08/01	8:30 AM	08/01	2:30 PM	100000	30u	5.50	5.50	0.00	0.00	6.00
	08/02	6:00 AM	08/02	4:45 PM	100000	30u	10.25	8.00	2.25	0.00	10.25
	08/03	6:00 AM	08/03	4:30 PM	100000	30u	10.00	8.00	2.00	0.00	10.00
	08/04	5:30 AM	08/04	4:15 PM	100000	30u	10.25	8.00	2.25	0.00	10.25
							36.50	30.00	6.50	0.00	36.50
					Period Totals		85.00	68.25	16.75	0.00	85.00

Luevano, Rene Number: 17 Code: 119

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Week	Date In	Time In	Date Out	Time Out	Job Code	Break	Hours	Reg	Ovt1	Ovt2	Day Total
	07/24	6:00 AM	07/24	4:15 PM	100000	30u	9.75	8.00	1.75	0.00	9.75
	07/25	4:00 AM	07/25	4:30 PM	100000	30u	12.00	8.00	4.00	0.00	12.00
	07/26	4:00 AM	07/26	4:30 PM	100000	30u	12.00	8.00	4.00	0.00	12.00
	07/27	4:00 AM	07/27	4:00 PM	100000	30u	11.50	8.00	3.50	0.00	11.50
	07/28	4:00 AM	07/28	2:30 PM	100000	30u	10.00	8.00	2.00	0.00	10.00
							55.25	40.00	15.25	0.00	55.25
	08/01	4:00 AM	08/01	3:45 PM	100000	30u	11.25	8.00	3.25	0.00	11.25
	08/02	5:00 AM	08/02	5:00 PM	100000	30u	11.50	8.00	3.50	0.00	11.50
	08/03	4:00 AM	08/03	2:15 PM	100000	30u	9.75	8.00	1.75	0.00	9.75
	08/04	3:00 AM	08/04	1:45 PM	100000	30u	10.25	8.00	2.25	0.00	10.25
							42.75	32.00	10.75	0.00	42.75
					Period Totals		98.00	72.00	26.00	0.00	98.00

P e, Donald Number: 38 Code: 140

Week	Date In	Time In	Date Out	Time Out	Job Code	Break	Hours	Reg	Ovt1	Ovt2	Day Total
	07/24	6:00 AM	07/24	4:30 PM	100000	30u	10.00	8.00	2.00	0.00	10.00
	07/25	6:00 AM	07/25	5:15 PM	100000	30u	10.75	8.00	2.75	0.00	10.75
	07/26	5:00 AM	07/26	2:45 PM	100000	30u	9.25	8.00	1.25	0.00	9.25
	07/27	5:15 AM	07/27	2:00 PM	100000	30u	8.25	8.00	0.25	0.00	8.25
	07/28	3:45 AM	07/28	4:15 PM	100000	30u	12.00	8.00	4.00	0.00	12.00
							50.25	40.00	10.25	0.00	50.25
2	07/31	6:00 AM	07/31	4:45 PM	100000	30u	10.25	8.00	2.25	0.00	10.25
	08/01	5:45 AM	08/01	4:15 PM	100000	30u	10.00	8.00	2.00	0.00	10.00
	08/02	6:00 AM	08/02	6:15 PM	100000	30u	11.75	8.00	3.75	0.00	11.75
	08/03	6:00 AM	08/03	5:30 PM	100000	30u	11.00	8.00	3.00	0.00	
	08/03	10:30 PM	08/04	12:30 AM	100000		2.00	0.00	1.00	1.00	13.00
	08/04	6:00 AM	08/04	3:45 PM	100000	30u	9.25	8.00	1.25	0.00	9.25
							54.25	40.00	13.25	1.00	54.25
					Period Totals		104.50	80.00	23.50	1.00	104.50

P ciado, Jose Number: 55 Code: 158

Week	Date In	Time In	Date Out	Time Out	Job Code	Break	Hours	Reg	Ovt1	Ovt2	Day Total
1	07/24	4:00 AM	07/24	3:30 PM	100000	30u	11.00	8.00	3.00	0.00	11.00
	07/25	4:00 AM	07/25	12:00 PM	100000	30u	7.50	7.50	0.00	0.00	7.50
	07/26	5:00 AM	07/26	4:00 PM	100000	30u	10.50	8.00	2.50	0.00	10.50
	07/27	4:00 AM	07/27	2:45 PM	100000	30u	10.25	8.00	2.25	0.00	10.25
	07/28	4:00 AM	07/28	2:45 PM	100000	30u	10.25	8.00	2.25	0.00	10.25
							49.50	39.50	10.00	0.00	49.50
	07/31	7:00 AM	07/31	2:30 PM	100000	30u	7.00	7.00	0.00	0.00	7.00
	08/01	5:00 AM	08/01	4:45 PM	100000	30u	11.25	8.00	3.25	0.00	11.25
	08/02	6:00 AM	08/02	5:15 PM	100000	30u	10.75	8.00	2.75	0.00	10.75
	08/03	5:00 AM	08/03	4:45 PM	100000	30u	11.25	8.00	3.25	0.00	11.25
	08/04	4:30 AM	08/04	3:00 PM	100000	30u	10.00	8.00	2.00	0.00	10.00
							50.25	39.00	11.25	0.00	50.25
					Period Totals		99.75	78.50	21.25	0.00	99.75

R nos, Richard Number: 14 Code: 116

Week	Date In	Time In	Date Out	Time Out	Job Code	Break	Hours	Reg	Ovt1	Ovt2	Day Total
2	07/31	4:00 AM	07/31	2:15 PM	100000	30u	9.75	8.00	1.75	0.00	9.75
	08/01	5:45 AM	08/01	3:30 PM	100000	30u	9.25	8.00	1.25	0.00	9.25
	08/02	5:00 AM	08/02	3:15 PM	100000	30u	9.75	8.00	1.75	0.00	9.75
	08/03	5:15 AM	08/03	3:45 PM	100000	30u	10.00	8.00	2.00	0.00	10.00
	08/04	4:00 AM	08/04	2:45 PM	100000	30u	10.25	8.00	2.25	0.00	10.25
							49.00	40.00	9.00	0.00	49.00
					Period Totals		49.00	40.00	9.00	0.00	49.00

R ha, Fernando Number: 4 Code: 104

Week	Date In	Time In	Date Out	Time Out	Job Code	Break	Hours	Reg	Ovt1	Ovt2	Day Total
	07/24	4:15 AM	07/24	3:30 PM	100000	30u	10.75	8.00	2.75	0.00	10.75
	07/25	4:00 AM	07/25	3:30 PM	100000	30u	11.00	8.00	3.00	0.00	11.00
	07/26	5:00 AM	07/26	4:00 PM	100000	30u	10.50	8.00	2.50	0.00	10.50
	07/27	4:00 AM	07/27	2:45 PM	100000	30u	10.25	8.00	2.25	0.00	10.25
	07/28	4:00 AM	07/28	2:45 PM	100000	30u	10.25	8.00	2.25	0.00	10.25
							52.75	40.00	12.75	0.00	52.75
	07/31	4:00 AM	07/31	1:00 PM	100000	30u	8.50	8.00	0.50	0.00	8.50

Payroll Detail

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Wk	Date In	Time In	Date Out	Time Out	Job Code	Break	Hours	Reg	Ovt1	Ovt2	Day Total
	08/01	4:00 AM	08/01	1:45 PM	100000	30u	9.25	8.00	1.25	0.00	9.25
	08/02	5:00 AM	08/02	3:15 PM	100000	30u	9.75	8.00	1.75	0.00	9.75
	08/03	4:00 AM	08/03	2:15 PM	100000	30u	9.75	8.00	1.75	0.00	9.75
	08/04	4:00 AM	08/04	1:30 PM	100000	30u	9.00	8.00	1.00	0.00	9.00
							46.25	40.00	6.25	0.00	46.25
					Period Totals		99.00	80.00	19.00	0.00	99.00

Rojas, Valentin Number: 45 Code: 148

Wk	Date In	Time In	Date Out	Time Out	Job Code	Break	Hours	Reg	Ovt1	Ovt2	Day Total
1	07/24	6:00 AM	07/24	3:30 PM	100000	30u	9.00	8.00	1.00	0.00	9.00
	07/25	6:00 AM	07/25	4:00 PM	100000	30u	9.50	8.00	1.50	0.00	9.50
	07/26	6:00 AM	07/26	2:45 PM	100000	30u	8.25	8.00	0.25	0.00	8.25
	07/27	4:30 AM	07/27	3:45 PM	100000	30u	10.75	8.00	2.75	0.00	10.75
	07/28	4:30 AM	07/28	3:30 PM	100000	30u	10.50	8.00	2.50	0.00	10.50
							48.00	40.00	8.00	0.00	48.00
	07/31	6:00 AM	07/31	4:30 PM	100000	30u	10.00	8.00	2.00	0.00	10.00
	08/01	6:00 AM	08/01	2:30 PM	100000	30u	8.00	8.00	0.00	0.00	8.00
	08/02	6:00 AM	08/02	4:00 PM	100000	30u	9.50	8.00	1.50	0.00	9.50
	08/03	4:30 AM	08/03	4:30 PM	100000	30u	11.50	8.00	3.50	0.00	11.50
	08/04	4:30 AM	08/04	4:30 PM	100000	30u	11.50	8.00	3.50	0.00	11.50
							50.50	40.00	10.50	0.00	50.50
					Period Totals		98.50	80.00	18.50	0.00	98.50

Sanchez, Luciano Number: 33 Code: 136

Wk	Date In	Time In	Date Out	Time Out	Job Code	Break	Hours	Reg	Ovt1	Ovt2	Day Total
	07/24	4:15 AM	07/24	5:30 PM	100000	30u	12.75	8.00	4.00	0.75	12.75
	07/25	4:15 AM	07/25	2:45 PM	100000	30u	10.00	8.00	2.00	0.00	10.00
	07/26	4:15 AM	07/26	4:45 PM	100000	30u	12.00	8.00	4.00	0.00	12.00
	07/27	4:15 AM	07/27	3:00 PM	100000	30u	10.25	8.00	2.25	0.00	10.25
	07/28	4:15 AM	07/28	1:45 PM	100000	30u	9.00	8.00	1.00	0.00	9.00
							54.00	40.00	13.25	0.75	54.00
2	07/31	4:15 AM	07/31	1:45 PM	100000	30u	9.00	8.00	1.00	0.00	9.00
	08/01	4:15 AM	08/01	1:30 PM	100000	30u	8.75	8.00	0.75	0.00	8.75
	08/02	4:15 AM	08/02	2:00 PM	100000	30u	9.25	8.00	1.25	0.00	9.25
	08/03	4:15 AM	08/03	2:15 PM	100000	30u	9.50	8.00	1.50	0.00	9.50
	08/04	6:45 AM	08/04	2:00 PM	100000	30u	6.75	6.75	0.00	0.00	6.75
							43.25	38.75	4.50	0.00	43.25
					Period Totals		97.25	78.75	17.75	0.75	97.25

Schultz, Robert Number: 5 Code: 105

Wk	Date In	Time In	Date Out	Time Out	Job Code	Break	Hours	Reg	Ovt1	Ovt2	Day Total
	07/24	3:30 AM	07/24	3:45 PM	100000	30u	11.75	8.00	3.75	0.00	11.75
	07/25	5:30 AM	07/25	2:00 PM	100000	30u	8.00	8.00	0.00	0.00	8.00
	07/26	3:00 AM	07/26	1:45 PM	100000	30u	10.25	8.00	2.25	0.00	10.25
	07/27	4:30 AM	07/27	5:00 PM	100000	30u	12.00	8.00	4.00	0.00	12.00
	07/28	4:30 AM	07/28	2:00 PM	100000	30u	9.00	8.00	1.00	0.00	9.00
							51.00	40.00	11.00	0.00	51.00
2	08/01	5:30 AM	08/01	2:00 PM	100000	30u	8.00	8.00	0.00	0.00	8.00
	08/02	3:00 AM	08/02	2:00 PM	100000	30u	10.50	8.00	2.50	0.00	10.50
	08/03	5:00 AM	08/03	10:00 AM	100000		5.00	5.00	0.00	0.00	
	08/03	10:15 AM	08/03	12:30 PM	100000		2.25	2.25	0.00	0.00	7.25
	08/04	5:30 AM	08/04	12:45 PM	100000	30u	6.75	6.75	0.00	0.00	6.75
							32.50	30.00	2.50	0.00	32.50
					Period Totals		83.50	70.00	13.50	0.00	83.50

Spencer, Tracy Number: 20 Code: 122

Wk	Date In	Time In	Date Out	Time Out	Job Code	Break	Hours	Reg	Ovt1	Ovt2	Day Total
	07/24	5:00 AM	07/24	4:00 PM	100000	30u	10.50	8.00	2.50	0.00	10.50
	07/25	5:30 AM	07/25	2:00 PM	100000	30u	8.00	8.00	0.00	0.00	8.00
	07/26	5:30 AM	07/26	5:30 PM	100000	30u	11.50	8.00	3.50	0.00	11.50
	07/27	5:30 AM	07/27	4:15 PM	100000	30u	10.25	8.00	2.25	0.00	10.25
	07/28	5:30 AM	07/28	3:45 PM	100000	30u	9.75	8.00	1.75	0.00	9.75
							50.00	40.00	10.00	0.00	50.00
2	07/31	5:00 AM	07/31	3:00 PM	100000	30u	9.50	8.00	1.50	0.00	9.50
	08/01	5:30 AM	08/01	2:15 PM	100000	30u	8.25	8.00	0.25	0.00	8.25

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Week	Date In	Time In	Date Out	Time Out	Job Code	Break	Hours	Reg	Ovt1	Ovt2	Day Total
	08/02	5:30 AM	08/02	3:45 PM	100000	30u	9.75	8.00	1.75	0.00	9.75
	08/03	5:30 AM	08/03	4:00 PM	100000	30u	10.00	8.00	2.00	0.00	10.00
	08/04	5:30 AM	08/04	3:00 PM	100000	30u	9.00	8.00	1.00	0.00	9.00
							46.50	40.00	6.50	0.00	46.50
					Period Totals		**96.50**	**80.00**	**16.50**	**0.00**	**96.50**

S terfield, Carl Number: 7 Code: 107

1	07/24	5:30 AM	07/24	3:00 PM	100000	30u	9.00	8.00	1.00	0.00	9.00
	07/25	5:30 AM	07/25	2:15 PM	100000	30u	8.25	8.00	0.25	0.00	8.25
	07/26	5:30 AM	07/26	5:30 PM	100000	30u	11.50	8.00	3.50	0.00	11.50
	07/27	5:30 AM	07/27	5:15 PM	100000	30u	11.25	8.00	3.25	0.00	11.25
	07/28	5:30 AM	07/28	4:30 PM	100000	30u	10.50	8.00	2.50	0.00	10.50
							50.50	40.00	10.50	0.00	50.50
	08/01	5:30 AM	08/01	3:30 PM	100000	30u	9.50	8.00	1.50	0.00	9.50
	08/02	5:30 AM	08/02	5:30 PM	100000	30u	11.50	8.00	3.50	0.00	11.50
	08/03	5:30 AM	08/03	5:15 PM	100000	30u	11.25	8.00	3.25	0.00	11.25
	08/04	5:30 AM	08/04	4:45 PM	100000	30u	10.75	8.00	2.75	0.00	10.75
							43.00	32.00	11.00	0.00	43.00
					Period Totals		**93.50**	**72.00**	**21.50**	**0.00**	**93.50**

V itura, Santos Number: 35 Code: 138

t	07/24	6:00 AM	07/24	12:45 PM	100000	30u	6.25	6.25	0.00	0.00	6.25
	07/25	5:00 AM	07/25	4:15 PM	100000	30u	10.75	8.00	2.75	0.00	10.75
	07/26	5:15 AM	07/26	5:30 PM	100000	30u	11.75	8.00	3.75	0.00	11.75
	07/27	5:00 AM	07/27	4:45 PM	100000	30u	11.25	8.00	3.25	0.00	
	07/27	10:00 PM	07/28	12:00 AM	100000		2.00	0.00	0.75	1.25	13.25
	07/28	6:00 AM	07/28	3:15 PM	100000	30u	8.75	8.00	0.75	0.00	8.75
							50.75	38.25	11.25	1.25	50.75
	07/31	6:00 AM	07/31	10:30 AM	100000		4.50	4.50	0.00	0.00	4.50
	08/01	5:00 AM	08/01	12:30 PM	100000	30u	7.00	7.00	0.00	0.00	7.00
	08/02	5:15 AM	08/02	4:30 PM	100000	30u	10.75	8.00	2.75	0.00	10.75
	08/03	6:00 AM	08/03	4:15 PM	100000	30u	9.75	8.00	1.75	0.00	9.75
	08/04	6:00 AM	08/04	4:00 PM	100000	30u	9.50	8.00	1.50	0.00	9.50
							41.50	35.50	6.00	0.00	41.50
					Period Totals		**92.25**	**73.75**	**17.25**	**1.25**	**92.25**

mbrotta, Thomas Number: 6 Code: 106

1	07/24	4:00 AM	07/24	4:00 PM	100000	30u	11.50	8.00	3.50	0.00	11.50
	07/25	5:30 AM	07/25	5:30 PM	100000	30u	11.50	8.00	3.50	0.00	11.50
	07/26	3:00 AM	07/26	3:00 PM	100000	30u	11.50	8.00	3.50	0.00	11.50
	07/27	5:00 AM	07/27	4:30 PM	100000	30u	11.00	8.00	3.00	0.00	11.00
	07/28	5:00 AM	07/28	6:00 PM	100000	30u	12.50	8.00	4.00	0.50	12.50
							58.00	40.00	17.50	0.50	58.00
	07/31	5:00 AM	07/31	4:00 PM	100000	30u	10.50	8.00	2.50	0.00	10.50
	08/01	5:00 AM	08/01	3:30 PM	100000	30u	10.00	8.00	2.00	0.00	10.00
	08/02	5:00 AM	08/02	2:15 PM	100000	30u	8.75	8.00	0.75	0.00	8.75
	08/03	5:00 AM	08/03	3:00 PM	100000	30u	9.50	8.00	1.50	0.00	9.50
	08/04	4:30 AM	08/04	2:15 PM	100000	30u	9.25	8.00	1.25	0.00	9.25
							48.00	40.00	8.00	0.00	48.00
					Period Totals		**106.00**	**80.00**	**25.50**	**0.50**	**106.00**

Payroll Detail

For the period of 07/24/2006 to 08/06/2006

Week	Date In	Time In	Date Out	Time Out	Job Code	Break	Hours	Reg	Ovt1	Ovt2	Day Total
Zaldejaz, Marcos	Number: 15	Code: 117									
1	07/24	11:45 AM	07/24	5:30 PM	200000		5.75	5.75	0.00	0.00	5.75
	07/25	6:15 AM	07/25	4:15 PM	200000	30u	9.50	8.00	1.50	0.00	9.50
	07/26	6:30 AM	07/26	4:15 PM	200000	30u	9.25	8.00	1.25	0.00	9.25
	07/27	7:00 AM	07/27	4:00 PM	200000	30u	8.50	8.00	0.50	0.00	8.50
	07/28	8:30 AM	07/28	4:15 PM	200000	30u	7.25	7.25	0.00	0.00	7.25
							40.25	37.00	3.25	0.00	40.25
	07/31	11:45 AM	07/31	4:45 PM	200000		5.00	5.00	0.00	0.00	5.00
	08/01	8:45 AM	08/01	4:15 PM	200000	30u	7.00	7.00	0.00	0.00	7.00
	08/02	8:45 AM	08/02	6:15 PM	200000	30u	9.00	8.00	1.00	0.00	9.00
	08/03	8:45 AM	08/03	4:30 PM	200000	30u	7.25	7.25	0.00	0.00	7.25
	08/04	8:30 AM	08/04	5:00 PM	200000	30u	8.00	8.00	0.00	0.00	8.00
							36.25	35.25	1.00	0.00	36.25
					Period Totals		76.50	72.25	4.25	0.00	76.50

Payroll Detail

For the period of 07/24/2006 to 08/06/2006

Week		Date In	Time In	Date Out	Time Out	Job Code	Break	Hours	Reg	Ovt1	Ovt2	Day Total
Castillo, Efrain Number: 30 Code: 133												
1	☐	07/24	10:15 AM	07/24	7:45 PM	400000	30u	9.00	8.00	1.00	0.00	9.00
	☐	07/25	11:00 AM	07/25	8:30 PM	400000	30u	9.00	8.00	1.00	0.00	9.00
	☐	07/26	11:15 AM	07/26	9:00 PM	400000	30u	9.25	8.00	1.25	0.00	9.25
	☐	07/27	11:45 AM	07/27	7:30 PM	400000	30u	7.25	7.25	0.00	0.00	7.25
	☐	07/28	11:00 AM	07/28	7:45 PM	400000	30u	8.25	8.00	0.25	0.00	8.25
								42.75	39.25	3.50	0.00	42.75
2	☐	07/31	11:15 AM	07/31	8:30 PM	400000	30u	8.75	8.00	0.75	0.00	8.75
	☐	08/01	11:45 AM	08/01	8:00 PM	400000	30u	7.75	7.75	0.00	0.00	7.75
	☐	08/02	11:00 AM	08/02	7:30 PM	400000	30u	8.00	8.00	0.00	0.00	8.00
	☐	08/03	11:00 AM	08/03	8:00 PM	400000	30u	8.50	8.00	0.50	0.00	8.50
	☐	08/04	10:30 AM	08/04	7:15 PM	400000	30u	8.25	8.00	0.25	0.00	8.25
								41.25	39.75	1.50	0.00	41.25
							Period Totals	84.00	79.00	5.00	0.00	84.00
Clara, Eduardo Number: 41 Code: 144												
1	☐	07/24	12:30 PM	07/24	7:45 PM	400000	30u	6.75	6.75	0.00	0.00	6.75
	☐	07/25	12:15 PM	07/25	8:45 PM	400000	30u	8.00	8.00	0.00	0.00	8.00
	☐	07/26	12:15 PM	07/26	9:00 PM	400000	30u	8.25	8.00	0.25	0.00	8.25
	☐	07/28	11:00 AM	07/28	8:00 PM	400000	30u	8.50	8.00	0.50	0.00	8.50
								31.50	30.75	0.75	0.00	31.50
2	☐	07/31	1:30 PM	07/31	9:15 PM	400000	30u	7.25	7.25	0.00	0.00	7.25
	☐	08/01	11:30 AM	08/01	7:45 PM	400000	30u	7.75	7.75	0.00	0.00	7.75
								15.00	15.00	0.00	0.00	15.00
							Period Totals	46.50	45.75	0.75	0.00	46.50
Egorreta, Angel Number: 31 Code: 134												
1	☐	07/24	4:15 AM	07/24	12:30 PM	400000	30u	7.75	7.75	0.00	0.00	7.75
	☐	07/25	4:00 AM	07/25	12:45 PM	400000	30u	8.25	8.00	0.25	0.00	8.25
	☐	07/26	4:00 AM	07/26	12:30 PM	400000	30u	8.00	8.00	0.00	0.00	8.00
	☐	07/27	4:00 AM	07/27	12:30 PM	400000	30u	8.00	8.00	0.00	0.00	8.00
	☐	07/28	4:00 AM	07/28	12:30 PM	400000	30u	8.00	8.00	0.00	0.00	8.00
								40.00	39.75	0.25	0.00	40.00
2	☐	07/31	4:30 AM	07/31	12:30 PM	400000	30u	7.50	7.50	0.00	0.00	7.50
	☐	08/01	4:00 AM	08/01	11:00 AM	400000	30u	6.50	6.50	0.00	0.00	6.50
	☐	08/02	4:00 AM	08/02	12:30 PM	400000	30u	8.00	8.00	0.00	0.00	8.00
	☐	08/03	4:00 AM	08/03	12:30 PM	400000	30u	8.00	8.00	0.00	0.00	8.00
	☐	08/04	4:00 AM	08/04	3:30 PM	400000	30u	11.00	8.00	3.00	0.00	11.00
								41.00	38.00	3.00	0.00	41.00
							Period Totals	81.00	77.75	3.25	0.00	81.00
Torres, Fidel Number: 32 Code: 135												
2	☐	07/31	10:00 AM	07/31	9:15 PM	400000	30u	10.75	8.00	2.75	0.00	10.75
	☐	08/01	11:00 AM	08/01	8:15 PM	400000	30u	8.75	8.00	0.75	0.00	8.75
	☐	08/02	10:45 AM	08/02	7:45 PM	400000	30u	8.50	8.00	0.50	0.00	8.50
	☐	08/03	11:00 AM	08/03	8:00 PM	400000	30u	8.50	8.00	0.50	0.00	8.50
	☐	08/04	10:00 AM	08/04	7:30 PM	400000	30u	9.00	8.00	1.00	0.00	9.00
								45.50	40.00	5.50	0.00	45.50
							Period Totals	45.50	40.00	5.50	0.00	45.50

Payroll Detail

For the period of 07/24/2006 to 08/06/2006

Wk	Date In	Time In	Date Out	Time Out	Job Code	Break	Hours	Reg	Ovt1	Ovt2	Day Total
Da. lla, Cesar	**Number: 24**	**Code: 126**									
1	07/24	10:00 AM	07/24	7:30 PM	500000	30u	9.00	8.00	1.00	0.00	9.00
	07/25	10:00 AM	07/25	7:30 PM	500000	30u	9.00	8.00	1.00	0.00	9.00
	07/26	10:00 AM	07/26	7:30 PM	500000	30u	9.00	8.00	1.00	0.00	9.00
	07/27	10:00 AM	07/27	7:30 PM	500000	30u	9.00	8.00	1.00	0.00	9.00
	07/28	10:00 AM	07/28	7:30 PM	500000	30u	9.00	8.00	1.00	0.00	9.00
							45.00	40.00	5.00	0.00	45.00
	07/31	10:00 AM	07/31	7:30 PM	500000	30u	9.00	8.00	1.00	0.00	9.00
	08/01	10:00 AM	08/01	7:30 PM	500000	30u	9.00	8.00	1.00	0.00	9.00
	08/02	10:00 AM	08/02	7:30 PM	500000	30u	9.00	8.00	1.00	0.00	9.00
	08/03	10:00 AM	08/03	7:30 PM	500000	30u	9.00	8.00	1.00	0.00	9.00
	08/04	10:00 AM	08/04	6:45 PM	500000	30u	8.25	8.00	0.25	0.00	8.25
							44.25	40.00	4.25	0.00	44.25
						Period Totals	89.25	80.00	9.25	0.00	89.25
Dickson, Kevin	**Number: 53**	**Code: 157**									
1	07/24	7:15 AM	07/24	12:30 PM	500000		5.25	5.25	0.00	0.00	5.25
	07/25	10:15 AM	07/25	3:30 PM	500000		5.25	5.25	0.00	0.00	5.25
	07/26	9:00 AM	07/26	4:45 PM	500000	30u	7.25	7.25	0.00	0.00	7.25
	07/27	7:30 AM	07/27	4:45 PM	500000	30u	8.75	8.00	0.75	0.00	8.75
	07/28	9:15 AM	07/28	12:45 PM	500000		3.50	3.50	0.00	0.00	3.50
							30.00	29.25	0.75	0.00	30.00
2	07/31	7:15 AM	07/31	1:00 PM	500000		5.75	5.75	0.00	0.00	5.75
	08/01	7:15 AM	08/01	2:30 PM	500000	30u	6.75	6.75	0.00	0.00	6.75
	08/02	8:45 AM	08/02	3:30 PM	500000	30u	6.25	6.25	0.00	0.00	6.25
	08/03	7:15 AM	08/03	4:30 PM	500000	30u	8.75	8.00	0.75	0.00	8.75
	08/04	9:15 AM	08/04	4:15 PM	500000	30u	6.50	6.50	0.00	0.00	6.50
							34.00	33.25	0.75	0.00	34.00
						Period Totals	64.00	62.50	1.50	0.00	64.00
Melgoza, Ruben	**Number: 19**	**Code: 121**									
1	07/24	11:00 AM	07/24	7:30 PM	300000	30u	8.00	8.00	0.00	0.00	8.00
	07/25	11:00 AM	07/25	7:30 PM	300000	30u	8.00	8.00	0.00	0.00	8.00
	07/26	11:00 AM	07/26	7:30 PM	300000	30u	8.00	8.00	0.00	0.00	8.00
	07/27	11:00 AM	07/27	7:30 PM	300000	30u	8.00	8.00	0.00	0.00	8.00
	07/28	11:00 AM	07/28	7:30 PM	300000	30u	8.00	8.00	0.00	0.00	8.00
							40.00	40.00	0.00	0.00	40.00
2	07/31	11:00 AM	07/31	7:30 PM	300000	30u	8.00	8.00	0.00	0.00	8.00
	08/01	11:00 AM	08/01	7:30 PM	300000	30u	8.00	8.00	0.00	0.00	8.00
	08/02	11:00 AM	08/02	7:30 PM	300000	30u	8.00	8.00	0.00	0.00	8.00
	08/03	11:00 AM	08/03	7:30 PM	300000	30u	8.00	8.00	0.00	0.00	8.00
	08/04	11:00 AM	08/04	7:30 PM	300000	30u	8.00	8.00	0.00	0.00	8.00
							40.00	40.00	0.00	0.00	40.00
						Period Totals	80.00	80.00	0.00	0.00	80.00

Payroll Detail

For the period of 07/24/2006 to 08/06/2006

Wk	Date In	Time In	Date Out	Time Out	Job Code	Break	Hours	Reg	Ovt1	Ovt2	Day Total
Lutz, Carol	**Number: 12**	**Code: 114**									
1	07/24	8:00 AM	07/24	11:50 AM	600000	60u	3.83	3.83	0.00	0.00	
	07/24	12:50 PM	07/24	5:00 PM	600000		4.17	4.17	0.00	0.00	8.00
	07/25	8:00 AM	07/25	11:50 AM	600000	60u	3.83	3.83	0.00	0.00	
	07/25	12:50 PM	07/25	5:00 PM	600000		4.17	4.17	0.00	0.00	8.00
	07/26	8:45 AM	07/26	5:45 PM	600000	60u	8.00	8.00	0.00	0.00	8.00
	07/27	8:00 AM	07/27	11:57 AM	600000	60u	3.95	3.95	0.00	0.00	
	07/27	12:57 PM	07/27	5:00 PM	600000		4.05	4.05	0.00	0.00	8.00
							32.00	32.00	0.00	0.00	32.00
2	07/31	8:00 AM	07/31	11:57 AM	600000	60u	3.95	3.95	0.00	0.00	
	07/31	12:57 PM	07/31	5:00 PM	600000		4.05	4.05	0.00	0.00	8.00
	08/01	8:00 AM	08/01	12:18 PM	600000	60u	4.30	4.30	0.00	0.00	
	08/01	1:18 PM	08/01	5:00 PM	600000		3.70	3.70	0.00	0.00	8.00
	08/02	6:45 AM	08/02	9:15 AM	600000		2.50	2.50	0.00	0.00	
	08/02	11:00 AM	08/02	12:00 PM	600000	30u	1.00	1.00	0.00	0.00	
	08/02	12:30 PM	08/02	5:00 PM	600000		4.50	4.50	0.00	0.00	8.00
	08/03	8:00 AM	08/03	11:58 AM	600000	60u	3.97	3.97	0.00	0.00	
	08/03	12:58 PM	08/03	5:00 PM	600000		4.03	4.03	0.00	0.00	8.00
	08/04	8:00 AM	08/04	11:54 AM	600000	60u	3.90	3.90	0.00	0.00	
	08/04	12:54 PM	08/04	5:00 PM	600000		4.10	4.10	0.00	0.00	8.00
							40.00	40.00	0.00	0.00	40.00
						Period Totals	**72.00**	**72.00**	**0.00**	**0.00**	**72.00**
ntos, Yolanda	**Number: 18**	**Code: 120**									
1	07/24	8:00 AM	07/24	1:22 PM	600000	60u	5.37	5.37	0.00	0.00	
	07/24	2:22 PM	07/24	5:00 PM	600000		2.63	2.63	0.00	0.00	8.00
	07/25	8:00 AM	07/25	12:57 PM	600000	60u	4.95	4.95	0.00	0.00	
	07/25	1:57 PM	07/25	5:30 PM	600000		3.55	3.05	0.50	0.00	8.50
	07/26	8:00 AM	07/26	11:48 AM	600000	60u	3.80	3.80	0.00	0.00	
	07/26	12:48 PM	07/26	5:00 PM	600000		4.20	4.20	0.00	0.00	8.00
	07/27	8:00 AM	07/27	9:15 AM	600000		1.25	1.25	0.00	0.00	
	07/27	11:00 AM	07/27	6:00 PM	600000	60u	6.00	6.00	0.00	0.00	7.25
	07/28	8:00 AM	07/28	12:25 PM	600000	60u	4.42	4.42	0.00	0.00	
	07/28	1:25 PM	07/28	5:15 PM	600000		3.83	3.58	0.25	0.00	8.25
							40.00	39.25	0.75	0.00	40.00
2	07/31	8:00 AM	07/31	11:58 AM	600000	60u	3.97	3.97	0.00	0.00	
	07/31	12:58 PM	07/31	5:00 PM	600000		4.03	4.03	0.00	0.00	8.00
	08/01	8:00 AM	08/01	12:05 PM	600000	60u	4.08	4.08	0.00	0.00	
	08/01	1:05 PM	08/01	4:45 PM	600000		3.67	3.67	0.00	0.00	7.75
	08/02	8:00 AM	08/02	12:21 PM	600000	60u	4.35	4.35	0.00	0.00	
	08/02	1:21 PM	08/02	5:00 PM	600000		3.65	3.65	0.00	0.00	8.00
	08/03	8:00 AM	08/03	12:09 PM	600000	60u	4.15	4.15	0.00	0.00	
	08/03	1:09 PM	08/03	5:00 PM	600000		3.85	3.85	0.00	0.00	8.00
	08/04	8:00 AM	08/04	12:13 PM	600000	60u	4.22	4.22	0.00	0.00	
	08/04	1:13 PM	08/04	5:00 PM	600000		3.78	3.78	0.00	0.00	8.00
							39.75	39.75	0.00	0.00	39.75
						Period Totals	**79.75**	**79.00**	**0.75**	**0.00**	**79.75**

Client#: 9256 RFDIC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/22/07

PRODUCER
John Burnham SD 1612
750 B Street, Suite 2400
San Diego, CA 92101-2476
800 421-6744

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
R. F. Dickson Co., Inc.
12524 Clark Ave
Downey, CA 90242

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Lexington Insurance Co.	19437
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	1426789	12/01/06	12/01/07	EACH OCCURRENCE	$1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
		CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$Excluded
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$2,000,000
		X POLICY PRO-JECT LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
A		EXCESS/UMBRELLA LIABILITY	4595406	12/01/06	12/01/07	EACH OCCURRENCE	$5,000,000
		X OCCUR CLAIMS MADE				AGGREGATE	$5,000,000
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Subject to policy limits conditions and exclusions.

Re; Valinda/Hacienda Heights Street Sweeping Services.
The County of Los Angeles, its special districts, its officials, offices
(See Attached Descriptions)

CERTIFICATE HOLDER

County of Los Angeles Department of Public Works
Administrative Services Division
P. O. Box 1460
Alhambra, CA 91802

CANCELLATION Ten Day Notice for Non-Payment of Premium

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Paul Heidemann

© ACORD CORPORATION 1988

Client#: 9256 RFDIC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/22/07

PRODUCER
John Burnham SD 1612
750 B Street, Suite 2400
San Diego, CA 92101-2476
800 421-6744

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
R. F. Dickson Company, Inc.
12524 Clark Ave
Downey, CA 90242

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Insurance Company	16535
INSURER B: Peerless Insurance Company	24198
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE ☐ OCCUR ☐				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		POLICY ☐ PRO-JECT ☐ LOC ☐					
B		AUTOMOBILE LIABILITY	BA8210822	11/01/06	11/01/07	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
		X ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		X HIRED AUTOS					
		X NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR ☐ CLAIMS MADE ☐				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC373643102	10/01/06	10/01/07	X WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$1,000,000
						E.L. DISEASE - POLICY LIMIT	$1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate is subject to policy limits, conditions and exclusions.
Re; Valinda/Hacienda Heights Street Sweeping.
The County of Los Angeles, its special districts, its officials, offices and employees are Named as Addl Insd (AL) per captioned operations of the (See Attached Descriptions)

CERTIFICATE HOLDER

County of Los Angeles Department of Public Works
Administrative Services Division
P. O. Box 1460
Alhambra, CA 91802

CANCELLATION Ten Day Notice for Non-Payment of Premium

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Paul Heichmann

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FORM PW-1

VERIFICATION OF PROPOSAL

DATE: FEB 26, 2007 | THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:

1 THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.

2. NAME OF SERVICE: **CONTRACT STREET SWEEPING**

DECLARANT INFORMATION

3. NAME OF DECLARANT: **SCOTT B. DICKSON**

4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER(S). **YES**

5. MY TITLE, CAPACITY, OR RELATIONSHIP TO THE PROPOSER(S) IS: **VICE- PRESIDENT**

PROPOSER INFORMATION

6 Proposer's full legal name: **R.F. DICKSON CO.,INC.**			Telephone No.: **562-923-5441**
Address: **12524 CLARK AVE DOWNEY, CA.**			Fax No.: **562-869-5943**
scott@dickson-ca.com e-mail:	County WebVen No.: **10302901**	IRS No.: **95-2114148**	Business License No.:

7. Proposer's fictitious business name(s) or dba(s) (if any): **DBA CALIFORNIA CLEAN FUELS**

County(s) of Registration. **LOS ANGELES**	State: **CALIFORNIA**	Year(s) became DBA: **5**

8 The Proposer's form of business entity is (CHECK ONLY ONE):

☐ Sole proprietor	Name of Proprietor:	
☒ A corporation:	Corporation's principal place of business:	
	State of incorporation:	Year incorporated: **1960**
☐ Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts	President/CEO:	
	Secretary:	
☐ A general partnership:	Names of partners:	
☐ A limited partnership:	Name of general partner:	
☐ A joint venture of:	Names of joint venturers:	
☐ A limited liability company:	Name of managing member:	

9. The only persons or firms interested in this proposal as principals are the following:

Name(s) **STEVEN L. DICKSON**	Title **PRESIDENT**	Phone **562-923-5441**	Fax **562-869-5943**
Street **12524 CLARK AVE.**	City **DOWNEY**	State **CA**	Zip **90242**
Name(s) **SCOTT B. DICKSON**	Title **VICE- PRESIDENT**	Phone **562-923-5441**	Fax **562-869-5943**
Street **12524 CLARK AVE.**	City **DOWNEY**	State **CA**	Zip **90242**

10. Is your firm wholly or majority owned by, or a subsidiary of another firm? ☒ No ☐ Yes
If yes, name of parent firm: _____
State of incorporation/registration of parent firm: _____

11. Has your firm done business under any other name(s) within the last five years? ☒ No ☐ Yes If yes, please list the other name(s):
Name(s): _____ Year of name change: _____.
Name(s): _____ Year of name change: _____.

12. Is your firm involved in any pending acquisition or merger? ☒ No ☐ Yes
If yes, indicate the associated company's name: _____

13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.

14. CHECK ONE:
☒ (a) I am making these representations on my personal knowledge; OR
☐ (b) I am making these representations based on information and belief that they are true.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct.

Signature of Proposer or Authorized Agent: Scott B Dickson | Date: **FEBRUARY 26,2007**

Type name and title: **SCOTT B. DICKSON VICE- PRESIDENT**

SCHEDULE OF PRICES

STREET SWEEPING – VALINDA/HACIENDA HEIGHTS

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor materials, transportation, taxes, equipment, supervision, and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed tha here quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities whatever they may be.

ITEM	DESCRIPTION	UNIT	ANNUAL QUANTITY	UNIT PRICE	ANNUAL PRICE
1	Sweeping of curbed streets.[1]	CURB MILES (CM)[2]	18,731.44	**24.50**	$ **458,920.28**
2	Sweeping of paved alleys.	PAVED ALLEY MILES (PM)[3]	43.68	**24.50**	$ **1,070.16**
				TOTAL ANNUAL PROPOSED PRICE	$ **459,990.44**

LEGAL NAME OF PROPOSER **R.F. Dickson Co., Inc.**		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL Scott B Dickson		
TITLE OF AUTHORIZED PERSON **Vice President**		
DATE **February 26, 2007**	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE
PROPOSER'S ADDRESS: **12524 Clark Ave. Downey, CA. 90242**		
PHONE **(562) 923-5441**	FACSIMILE **(562) 869-5943**	E-MAIL **scott@dickson-ca.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) shall equal a swept path not less than 5 feet wide for a total length of 5,280 feet. (See Part I, Section 2. E, Services to be Performed)

3 A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet. (See Part I, Section 2. E, Services to be Performed)

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:	R.F. Dickson Co., Inc.
Company Address:	12524 Clark Ave.
City:	Downey State: CA Zip Code: 90242
Telephone Number:	(562) 923-5441
(Type of Goods or Services):	Contract Street Sweeping

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program Is Not Applicable to My Business

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: **Scott B. Dickson**	Title: **Vice- President**
Signature: Scott B Dickson	Date: **February 26,2007**

FORM PW-4

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: STREET SWEEPING SERVICES (2007-PA006)
SERVICE BY PROPOSER R.F. Dickson Co., Inc.
PROPOSAL DATE: February 26,2007

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2002	2003	2004	2005	2006	Total	Current Year to Date
1. Number of contracts.	38	44	43	44	43	207	43
2. Total dollar amount of Contracts (in thousands of dollars).	$3M+	$3M+	$3M+	$3M+	$3M+	$15M+	$2M+
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	2	2	1	0	1	6	0
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	0	0	0	0	0	0	0
6. Number of lost workdays.	2	32	0	0	0	0	0

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

R.F.Dickson Co. , Inc.
Name of Proposer or Authorized Agent (print)

Signature

February 26,2007
Date

CONFLICT OF INTEREST CERTIFICATION

I, **Scott B. Dickson**

- ☐ sole owner
- ☐ general partner
- ☐ managing member
- ☒ President, Secretary, or other proper title) **Vice President**

of **R.F. Dickson Co.,Inc.**
Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

> **Contracts Prohibited**. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.
>
> 1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
>
> 2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
>
> 3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
>
> (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
>
> (b) Participated in any way in developing the contract of its service specifications; and
>
> 4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed Scott B Dickson Date **February 26,2007**

FORM PW-6

PROPOSER'S REFERENCE LIST

PROPOSED CONTRACT FOR: R. F. DICKSON CO.,INC.

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone, and fax numbers before listing. Incorrect names, telephone, or fax numbers will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

SERVICE: Street Sweeping	DATES: 7/1/03- 06
DEPT/ DISTRICT:	Azuza, Covina, Claremont
CONTACT:	David Oboza
TELEPHONE:	626-337-1277
FAX:	626-962-3982

New Contract 7/1/06- 6/30/09

SERVICE: Street Sweeping	DATES: 7/1/03 - 06
DEPT/DISTRICT:	San Pedro
CONTACT:	Jeffery Donaldson
TELEPHONE:	310-348-6448 ext 235
FAX:	310-649-0402

SERVICE: Street Sweeping	DATES: 7/1/03 - 06
DEPT/ DISTRICT:	Valinda, Hacienda Heights
CONTACT:	David Oboza
TELEPHONE:	626-337-1277
FAX:	626-962-3982

New Contract 12/1/06-09

SERVICE: Street Sweeping	DATES: 12/1/03 - 06
DEPT/DISTRICT:	City Terrace Area
CONTACT:	Ricardo Gordillo
TELEPHONE:	562-869-1176
FAX:	562-

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Street Sweeping	DATES: 1965 / Present
AGENCY/ FIRM:	City of La Mirada
ADDRESS:	13700 La Mirada ,CA 90638
CONTACT:	Steve Forster
TELEPHONE:	562-866-9771
FAX:	714-522-5800

SERVICE: Street Sweeping	DATES: 1988 / Present
AGENCY/ FIRM:	City of Laguna Niguel
ADDRESS:	27781 La Paz Road Laguna Niguel
CONTACT:	Ken Montgomery
TELEPHONE:	949-362-4375
FAX:	949-795-5246

SERVICE: Street Sweeping	DATES: 1968 / Present
AGENCY/ FIRM:	City of Cerritos
ADDRESS:	18125 Bloomfield Ave. Cerritos
CONTACT:	Mike O'Grady
TELEPHONE:	562-916-1226
FAX:	562-916-1221

SERVICE: Street Sweeping	DATES: 1965 / Present
AGENCY/ FIRM:	City of Lakewood
ADDRESS:	5050 N. Clark Ave. Lwkd. Ca
CONTACT:	Cathy Hornsby
TELEPHONE:	562-866-9771 EXT 2508
FAX:	562-866-0505

FORM PW-7

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	R.F. Dickson Co.,Inc.
Address	12524 Clark Ave. Downey, CA 90242
Internal Revenue Service Employer Identification Number	95-2114148

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	☒ YES ☐ NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	☒ YES ☐ NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	☒ YES ☐ NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	☒ YES ☐ NO

Proposer	R.F. Dickson Co., Inc.
Authorized representative	Scott B. Dickson
Signature	Scott B Dickson
Date	February 26,2007

LIST OF SUBCONTRACTORS

The proposer is required to fill in the following blanks.

Subcontractors listed must be properly licensed under the laws of the State of California for the type of work which they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same work.

Name under which Subcontractor is licensed	License Number	Address	Specific Description of Subcontract work
	No Subcontractors will be used		

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME:	**R.F. Dickson Co.,Inc.**
My County (WebVen) Vendor Number:	**10302901**

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☐ I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
☒ I AM	
☐	As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	☐ Sole	☐ Partnership	☒ Corporation	☐ Nonprofit	☐ Franchise
☐ Other (Please Specify):					

Total Number of Employees (including owners): **32**

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	**Owners/Partners/ Associate Partners**		**Managers**		**Staff**	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino			18			2
Asian or Pacific Islander						
American Indian						
Filipino						
White			11			1

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:	Title:	Date:
Matt B Dickson	Vice President	February 26,2007

GAIN/GROW EMPLOYMENT COMMITMENT

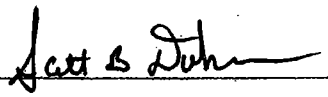
The undersigned:

☒ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and/or General Relief Opportunity for Work (GROW) employment programs.

OR

☐ declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN/GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature 	Title **Vice President**
Firm Name **R.F. Dickson Co. Inc.**	Date **February 26, 2007**

TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document

Proposer Name: **R.F. Dickson Co. , Inc.**	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

(Name) *(Title)*

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by:

Results of Review - Comments:

Date Response sent to Proposer: _____

FORM PW-12

CHARITABLE CONTRIBUTIONS CERTIFICATION

R.F. Dickson Co. Inc.

Company Name

12524 Clark Ave. Downey, CA 90242

Address

95-2114148

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision or Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	( )	(x)
OR		
Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.	( )	( )

Scott B Dickson

Signature

February 26, 2006

Date

Scott B. Dickson Vice President

Name and Title (please type or print)

Statement of Equipment Form

THIS PAGE IS TO BE COMPLETED BY PROPOSER AND SUBMITTED TO THE COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

PROPOSER'S NAME **R.F. Dickson Co.,Inc.**

ADDRESS **12524 Clark Ave. Downey, CA 90242**

TELEPHONE **(562) 923-5441**

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

One item per line; do not submit an equipment list in your own format.
Form may be reproduced in order to list all equipment

TYPE OF EQUIPMENT	MAKE AND EQUIPMENT YOU ARE OFFERING	MODEL	YEAR	SERIAL NUMBER
SWEEPER	TYMCO	600	2006	1HTMPAFN4 46H231731
SWEEPER	TYMCO	600	2006	1HTMPAFN4 26H231730
SWEEPER	TYMCO	600	2006	1FVAB6BV64 DN04422
SWEEPER	TYMCO	600	2002	1FVABTB273 HK57102
SWEEPER	TYMCO	600	2002	1FVABTB253 HK57101
SWEEPER	TYMCO	600	2002	1FVABTB2X3 HK44473
SWEEPER	TYMCO	600	2002	1FVABTB283 HK11231
SWEEPER	TYMCO	600	2002	1FVABTB263 HK11230
SWEEPER	TYMCO	600	2002	1FVABTB2X3 HK11229
SWEEPER	TYMCO	600	2002	1FVABTB2X2 HK11228
SWEEPER	TYMCO	600	2002	1FVABTB2X2 HK11227

REMARKS: _____

FORM PW-13

Statement of Equipment Form

THIS PAGE IS TO BE COMPLETED BY PROPOSER AND SUBMITTED TO THE COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

PROPOSER'S NAME **R.F. Dickson Co.,Inc.**

ADDRESS **12524 Clark Ave.** **Downey, CA**

TELEPHONE **(562) 923-5441**

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

One item per line; do not submit an equipment list in your own format.
Form may be reproduced in order to list all equipment

TYPE OF EQUIPMENT	MAKE AND EQUIPMENT YOU ARE OFFERING	MODEL	YEAR	SERIAL NUMBER
SWEEPER	TYMCO	600	2002	1FVABTB262 HK11226
SWEEPER	TYMCO	600	2002	1FVABTB242 HK11225
SWEEPER	TYMCO	600	2002	1FVABTB222 HK11224
SWEEPER	TYMCO	600	2002	1FVABTB202 HK11223
SWEEPER	TYMCO	600	1999	1FV6HFAAOX HA34987
SWEEPER	TYMCO	600	1999	1FV6HFAA8X HA34977
SWEEPER	TYMCO	600	1999	1FV6HFAA6X HA34976
SWEEPER	TYMCO	600	1999	1FAV6HFAA4X HA34975
SWEEPER	TYMCO	600	1999	1FV6HFAA1X HA34965
SWEEPER	TYMCO	600	1999	1FV6HFAAXX HA34964
SWEEPER	TYMCO	600	1999	1FV6HFAA8X HA34963

REMARKS: _____

_____

_____

Statement of Equipment Form

THIS PAGE IS TO BE COMPLETED BY PROPOSER AND SUBMITTED TO THE COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

PROPOSER'S NAME **R..F. Dickson Co.,Inc.**

ADDRESS **12524 Clark Ave. Downey, CA. 90242**

TELEPHONE **(562) 923 -5441**

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

One item per line; do not submit an equipment list in your own format.
Form may be reproduced in order to list all equipment

TYPE OF EQUIPMENT	MAKE AND EQUIPMENT YOU ARE OFFERING	MODEL	YEAR	SERIAL NUMBER
SWEEPER	**TYMCO**	**600**	**1999**	**1FV6HFAA6 XHA34962**

REMARKS: _____

_____

_____

P:\ASPUB\CONTRACT\CONTRACTING FORMS\RFP\STATEMENT OF EQUIPMENT FORM.DOC

FORM LW-1.1 (REVISED)

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 services thereby placing an additional burden on the county of Los Angeles.

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

2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.

D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week.

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.

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.

*Editor's note: Effective three months after the effective date of the Ordinance approval.

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. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.

B. Neutrality In Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of

county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this Chapter. Such instructions may provide for the delegation of functions to other county departments.

D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ordinance No. 99-0048 § 1 (part), 1999.)

2.201.60 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor/controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ordinance No. 99-0048 § 1 (part), 1999.)

2.201.70 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 administrative officer:

1. Assess liquidated damages as provided in the contract; and/or

2. Recommend to the board of supervisors the termination of the contract; and/or

3. Recommend to the board of supervisors that an Employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

2.201.090 Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.

B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.

D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and

2. Has 20 or fewer employees during the contract period, including full time and part time employees; and

3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $1,000,000.00; or

4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than $1,000,000.00 in annual gross revenues or $2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which 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 PROGRAM

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the RFP is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. **To apply, complete and submit this form to Public Works seven days prior to the due date for proposals**. Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exemption from the Program.

Company Name: N/A			
Company Address:			
City:	State:	Zip Code:	
Telephone Number:	Facsimile Number:	Email Address:	
Awarding Department:		Contract Term:	
Type of Service:			
Contract Dollar Amount:		Contract Number (if any):	

I am requesting an exemption from the Program for the following reason(s) (*attach to this form all documentation that supports your claim* and *SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION OF PROPOSALS TO PUBLIC WORKS OR FAX TO (626) 458-4194* :

- ☐ My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) ***(you must attach the IRS Determination Letter).***
- ☐ My business is a Small Business ***(as defined in the Living Wage Ordinance--you must attach your company's two most recent tax year returns and last state payroll tax return)*** which is not an affiliate or subsidiary of a business dominant in its field of operation **AND** during the contract period will have 20 or fewer full- and part-time employees; **AND**
  - ☐ Has less than $1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; **OR**
  - ☐ Is a technical or professional service that has less than $2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- ☐ My business has received an aggregate sum of less than $25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

☐ My business is subject to a bona fide Collective Bargaining Agreement ***(you must attach the agreement)***; **AND**

☐ the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**

☐ the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):

_____

_____

_____

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME:	TITLE:
SIGNATURE: **N/A**	DATE:

Additional Information

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

☐ **Either the contractor or the employees' collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): _____

Company Insurance Group Number(s): _____

Health Premium Amount Paid by Employer: _____

Health Premium Amount Paid by Employee: _____

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other (Specify): _____

☐ **Neither the contractor nor the employees' collective bargaining unit** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

FORM LW-3.1 (REVISED)

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

Contractor Living Wage Declaration

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

If you are not exempt form the Program, please check the option that best describes your intention to comply with Program.

☒ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **$11.84 per hour** per employee.

☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than $2.20 per hour** per employee. I will pay an hourly wage of not less that **$11.84 per hour** per employee.

☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least $2.20 per hour** per employee. I will pay an hourly wage of not less than **$9.64 per hour** per employee.

Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other:_____ (Specify)

PLEASE PRINT COMPANY NAME: R.F. Dickson Co., Inc.	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE: Scott B Dickson	DATE: February 26, 2007
PLEASE PRINT NAME: Scott B. Dickson	TITLE OR POSITION: Vice President

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM
ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

LIVING WAGE ORDINANCE:

☒ I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

☐ I have read the provisions of the RFP describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS :

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

☒ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**

☐ The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law/Payroll Violations (Check One):

☒ There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**

☐ There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/ Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

☒ The Firm **HAS NOT** been debarred by any public entity during the past ten years; **OR**

☐ The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

Scott B Dickson
Owner's/Agent's Authorized Signature

Scott B. Dickson Vice President
Print Name and Title

R.F. Dickson Co., Inc.
Print Name of Firm

February 26, 2007
Date

R.F.DICKSON CO.,INC. HAS NO LABOR/PAYROLL/ DEBARTMENT VIOLATIONS

FORM LW-5

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

☐ An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.

☐ A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.

☐ A debarment by a public entity listed below within the past ten years.

Print Name of Firm:	Print Name of Owner:
Print Address of Firm:	Owner's/AGENT's Authorized Signature:
City, State, Zip Code	Print Name and Title:

Public Entity Name	
Public Entity Address:	**Street Address:**
	City, State, Zip:
Case Number/Date Claim Opened:	**Case Number:**
	Date Claim Opened:
Name and Address of Claimant:	**Name:**
	Street Address:
	City, State, Zip:
Description of Work: (e.g., Janitorial)	
Description of Allegation and/or Violation:	
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	

☐ Additional Pages are attached for a total of _____ pages.

R.F.DICKSON CO.,INC. HAS NO LABOR/PAYROLL/ DEBARTMENT VIOLATIONS

FORM LW-6

GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

COUNTY DETERMINATION Proposer Name:_____ Contracting Department: _____ Department Contact Person:_____ Phone:	RANGE OF DEDUCTION_____ (Deduction is taken from the maximum evaluation points available)	
	Proposer Fully Disclosed	Proposer *Did Not* Fully Disclose
MAJOR County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*	8 - 10% Consider investigating a finding of proposer non-responsibility**	16 - 20% Consider investigating a finding of proposer non-responsibility**
SIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.*	4 - 7%	8 - 14% Consider investigating a finding of proposer non-responsibility**
MINOR County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*	2 - 3%	4 - 6%
INSIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.*	0 - 1%	1 - 2%
NONE County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*	0	N/A

Assessment Criteria

* A "Labor Law/Payroll Violation" includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a proposer's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- Accuracy in self-reporting by proposer
- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

** County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

FORM LW-7

REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: R.F. Dickson Co.,Inc.

Name of Proposer's Health Plan: Health Net Date: February 26,2007

(Please use a separate form for each health plan offered by the proposer to employees who will be working under this contract.)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	 X N X N X N X N	 $ 133.10 $ 133.10 $ 133.10 $ 133.10	$40.00
Proposer's portion of above health premium payment Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	 X N X N X N X N	 $ 133.10 $ 133.10 $ 133.10 $ 133.10	None
Any Annual Deductible? Per Person Per Family	 Y X Y X	 $ $	None
Any Annual Maximum Employee Out-of-Pocket Expense? Per Person Per Family	 X N X N	 $ $	 $4000.00 $8000.00
Any Lifetime Maximum? Per Person Per Family	 Y X Y X	 $ $	None
Ambulance coverage	X N	$	$100.00
Doctor's Office Visits	X N	$	$40.00
Emergency Care	X N	$	Covered in Full
Home Health Care	X N	$	$40.00
Hospice Care	X N	$	Covered in Full
Hospital Care	X N	$	$1000.00 per day
Immunizations	X N	$	$40.00
Maternity	X N	$	$40.00
Mental Health	X N	$	$40.00
Mental Health In-Patient Coverage	X N	$	

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	Y N	$	
Physical Therapy	Y N	$	
Prescription Drugs	Y N	$	
Routine Eye Examinations	Y N	$	
Skilled Nursing Facility	Y N	$	
Surgery	Y N	$	
X-Ray and Laboratory	Y N	$	

Under this health plan, a full time employee:

[X] Becomes eligible for health insurance coverage after 90 days of employment.

[X] Is defined as an employee who is employed more than 40 hours per week.

OTHER BENEFITS:

A.NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 0 DAYS.

B.NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 0 DAYS.

C.NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 2 DAYS.

D.NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 5 DAYS.

E.NUMBER OF PAID HOLIDAYS PER YEAR IS 4 DAYS.

FORM LW-8.5

COST METHODOLOGY FOR CONTRACT: Street Sweeping Services for Valinda/Hacienda Heights (2007-PA006)

PROPOSER: R.F. Dickson Co., Inc.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS	HOURLY WAGE RATE	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Sweeper Operator		8	8	8	8	8		40	2080	11.86	$ 24,668.80
Sweeper Operator		75	2.75	2.25	1.75	1.75		9.25	481	17.79	$ 8,556.99
Sweeper Operator		8	8	8	8	8		40	2080	11.86	$ 24,668.80
Sweeper Operator		1	2.50	2.25	2	2		9.75	507	17.79	$ 9,019.53
Supervisor		1	1	1	1	1		5	260	15.00	$ 3,900.00
											$
											$
											$
											$
											$
											$

Comments/Notes:		
	Total Annual Salaries	$ 70814.12
	(1) Vacations, Sick Leave, Holiday	$ 4921.28
	(2) Health Insurance **	$ 4153.34
	(3) Payroll Taxes & Workers' Compensation	$ 10275.20
	(4) Welfare and Pension	$
	Total Annual Employee Benefits (1+2+3+4)	$ 19349.82
	(5) Equipment Costs	$ 211506.88
	(6) Service and Supply Costs	$ 53863.68
	(7) General and Administrative Costs	$ 80119.94
	(8) Profit	$ 24336.00
	Total Annual Other Costs (5+6+7+8)	$ 369826.50
	TOTAL ANNUAL PRICE	$ 459,990.44

* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

** Minimum cost for health insurance is $2.20/hour if hourly wage rate is between $9.64 and $11.84, unless exemption from Living Wage requirements has been granted by the County.

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 annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, should total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices.

P:\CONTRACTS\REVISEDCOSTMETHODOLOGY.XLS

COUNTY OF LOS ANGELES
OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 760
Los Angeles, California 90012
(877) 669-CBES / FAX (626) 457-3112
TDD (626) 293-5708
Website: http://oaac.co.la.ca.us

Address all correspondence to:
CONTRACT COMPLIANCE
1000 S. Fremont Avenue
Building A-9 East, 1st Floor
Mail: Unit #24
Alhambra, CA 91803-8862

Dennis A. Tafoya
Director

March 21, 2006

YOLANDA SANTOS
R.F.DICKSON CO. INC
12524 CLARK AVE.
DOWNEY, CA 902422704

Vendor #: 10302901

Dear YOLANDA SANTOS:

Congratulations! Your business has been certified as an eligible participant in the County of Los Angeles Local Small Business Enterprise Preference Program (Local SBE). Your Local SBE certification is valid until July 31, 2008 .

In order for Local SBE preference consideration, each eligible solicitation for the Local SBE preference will include the "Request for Local SBE Preference Program Consideration" form. You must complete the form and provide the above Vendor Number in your bid/proposal for each response to a County solicitation.

The County of Los Angeles Office of Affirmative Action Compliance reserves the right to request additional information and/or conduct an on-site visit at any time during the certification process and/or period to verify any documentation submitted by the applicant. If there are any changes in the State of California Office of Small Business and DVBE Certification (OSDC) SBE status, ownership, control of the firm or principal place of business during the certification period, you are required to notify this office and the OSDC immediately.

Again, congratulations on your certification. If you have any questions regarding the Local SBE Program, visit our website at http://oaac.co.la.ca.us/SBEMain.htm or call the Local SBE Customer Service at (877) 669-CBES.

Sincerely,

DENNIS A. TAFOYA
DIRECTOR

Ozie L. Smith

OZIE L. SMITH
Senior Deputy Compliance Officer

DAT:OLS

"To Enrich Lives through Effective and Caring Service"

BOARD EXECUTE
ENCLOSURE A

AGREEMENT FOR

STREET SWEEPING SERVICES FOR WEST WHITTIER

THIS AGREEMENT, made and entered into this 19TH day of JUNE, 2007, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and JOE'S SWEEPING, INC., d.b.a. NATIONWIDE ENVIRONMENTAL SERVICES, a Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on February 26, 2007, hereby agrees to provide services as described in the attached specifications for street sweeping services for West Whittier, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E.1, Project Location/Vicinity Map- West Whittier, Exhibit F, Fuel Adjustments, Exhibit G, Sample Calculation of the Fuel Price Adjustment; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract documents.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed $155,053.18 per year (Maximum Contract Sum), or such greater amount as the Board may approve.

FOURTH: This Contract's initial term shall be for a period of two years commencing on July 1, 2007, or Board approval, whichever occurs last. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of four years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2, Schedule of Prices.

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SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

ELEVENTH: The Director may adjust 12 percent of the unit rate of compensation set forth in Form PW-2, 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> for Gasoline - All Grades (Regular) for California, and at <http://tonto.eia.doe.gov/dnav/pet/pet_pri_prop_dcu_r50_m.htm> for Propane (LPG) using West Coast (PADD 5) "Commercial/Institutional," 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 three months preceding the proposal submission date and the fuel price published three months preceding each effective date of the adjustment. However, when the percentage increase or decrease in the fuel price is less than 5 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 G. Public Works shall be permitted to audit the Contractor's fuel usage, fuel costs, and fuel procurement methods for the vehicles used in providing these services and the Contractor shall provide records pertaining to its fuel costs upon the County's request.

TWELFTH: 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 G inclusive, the COUNTY'S provisions shall control and be binding.

THIRTEENTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

FOURTEENTH: 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 Chairman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Directors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

78 JUN 19 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

JOE'S SWEEPING INC., d.b.a. NATIONWIDE ENVIRONMENTAL SERVICES

By _____
Its President

Never Samuelian
Type or Print Name

By _____
Its Secretary

Suzy Samuelian
Type or Print Name

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles } ss.

On May 29, 2007 (Date), before me, Ani Kaprielian, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Noyer Samuelian & Suzy Samuelian (Name(s) of Signer(s)),

☑ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

ANI KAPRIELIAN
Commission # 1576489
Notary Public - California
Los Angeles County
My Comm. Expires May 6, 2009

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document
Title or Type of Document: W. Whittier Agreement - LA County

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer
Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 1997 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

SCOPE OF WORK

STREET SWEEPING SERVICES (2007-PA006)

A. Public Works Contract Manager

Public Works Contract Manager will be:

For Azusa/Covina/Claremont and Valinda/Hacienda Heights, Mr. David Oboza of Road Maintenance Division's Road Maintenance District 1 – Baldwin Park, who may be contacted at (626) 337-1277, e-mail address: doboza@dpw.lacounty.gov, Monday through Thursday, and alternate Fridays, 7:30 a.m. to 4 p.m.

For South and West Whittier, Mr. Brian Le of Road Maintenance Division's Road Maintenance District 4 – Hollydale, who may be contacted at (562) 869-1176, e-mail address: ble@dpw.lacounty.gov, Monday through Thursday, and alternate Fridays, 7:30 a.m. to 4 p.m.

For Marina Del Rey, Mr. Jeffrey Donaldson of Road Maintenance Division's Road Maintenance District 3 – Westchester, who may be contacted at (310) 348-6448 ext. 235, e-mail address: jdonald@dpw.lacounty.gov, Monday through Thursday, and alternate Fridays, 7:30 a.m. to 4 p.m.

The Contract Manager is the only person authorized by Public Works to request work of Contractor. From time to time, Public Works may change Contract Manager. Contractor will be notified in writing when there is a change in Contract Manager.

B. Work Location

Exhibits E.1 through E.4, Project Location/Vicinity Maps, provide a more detailed outline of each street sweeping area's limits.

C. Work Description

Contractor shall sweep and/or clean once a week all public streets, paved alleys, and curbed medians within the Project limits as shown in Exhibits E.1 through E.4, Project Location/Vicinity Maps. The word "sweeping" shall define an operation, and the method shall not be limited to the use of a power broom street sweeper. Unless otherwise stated, work shall be measured in either Curb Miles or Paved Alley Miles. A Curb Mile is defined as a swept path not less than 5 feet wide for a total length of 5,280 feet. A Paved Alley Mile is defined as a swept path not less than 20 feet wide for a total length of 5,280 feet.

Sweeping a street shall normally consist of a single pass at a maximum speed of not more than 6 miles per hour (8 miles per hour in South and West Whittier) on each side of the street adjacent and parallel to the curb face and shall include

curb returns and cross gutters at intersecting streets. Where there is a raised median, sweeping shall also consist of a single swept path on each side of the median adjacent and parallel to the median curb face.

Sweeping an alley shall normally consist of single swept path on each side to the alley adjacent and to the right of the flow line or centerline of the alley at a maximum speed of not more than 6 miles per hour (8 miles per hour in South and West Whittier.

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 E, Standard of Performance, below, Contractor shall sweep or clean the unsatisfactory area again, at no cost to the County, within two calendar days without interruption of the regular sweeping schedule.

Curbed areas that cannot be swept with power sweeping equipment, such as, but not limited to, narrow cul-de-sacs, median noses, and portions of left-turn pockets shall be hand cleaned to comply with this Exhibit's paragraph E, Standard of Performance, below.

Contractor shall inform the Contract Manager of any problems or conditions which may be a public hazard or interfere with normal sweeping operations. These problems or conditions shall include, but not be limited to, fallen trees, obstructed roadways or alleys, low overhanging branches, abandoned vehicles, and large potholes. These problems or conditions shall be reported by Contractor to the Contract Manager as soon as the condition is identified. Dead animals shall be reported to Animal Control at (310) 523-9566.

D. Parking Lot Sweeping – Marina del Rey Area Only

In addition to sweeping of streets, curbed medians, paved alleys and other incidental work, the Contractor shall also sweep public parking lots operated by the County of Los Angeles Department of Beaches and Harbors in Marina del Rey designated as Parking Lots 1 through 19.

Sweeping a parking lot shall normally consist of a single swept path adjacent and parallel to the perimeter of the parking lot and adjacent and parallel to any raised medians within the boundaries of the parking lot at a maximum speed of not more than 6 miles per hour.

Notwithstanding any provision of this Contract requiring the Contractor to conduct all of its activities and operations within the confines of public roadways, the Contractor shall enter upon and provide services within the specified public parking lots.

E. 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 the free flow of water in the gutter and to maintain streets in a state of cleanliness. The Contract Manager will make the final determination as to whether the work has been satisfactorily completed. If the work has not been satisfactorily completed, the Contract Manager may direct Contractor to resweep the unsatisfactorily swept area(s) not swept at all, if the area(s) can be reswept during the same business day. If the area(s) cannot be reswept during the same business day by Contractor, the Contract Manager may deduct payment to Contractor in accordance with this Exhibit's paragraph O, Inspection and Acceptance of the Work.

F. Disposal of Refuse and Debris

All debris and refuse collected from these operations shall become the property of Contractor. Contractor shall dispose of all refuse and debris collected during sweeping operations, at no additional cost to the County, by hauling to a legally established area for the disposal of solid waste. When storage of refuse and debris is necessary prior to disposal, Contractor shall locate and arrange for use of a temporary storage site off the road rights of way. Contractor will not be allowed to use the rights of way or Public Works facilities as temporary storage sites.

G. Key Control – Marina del Rey Area Only

The County of Los Angeles Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, CA 90292, will provide the Contractor with all keys and gate cards that the Contractor will need in order to perform the Contract work. The Contractor shall report all lost and stolen keys and gate cards to the Department of Beaches and Harbors within 24 hours of discovery of their loss and shall reimburse the Department of Beaches and Harbors for the cost of changing locks and keys. Upon termination of this Contract, all keys and gate cards shall be returned to the Department of Beaches and Harbors within 5 days. The Contractor shall not duplicate any keys and gate cards without the Department of Beaches and Harbors' prior written consent. Duplication of keys and gate cards without such consent is a misdemeanor (California Penal Code Section 469) and a breach of contract.

H. Storage Facilities

The County will not provide storage facilities for Contractor.

I. Water

Contractor shall furnish all water necessary for sweeping operations in accordance with this Exhibit's paragraph C, Work Description.

J. Rights of Way

Contractor shall conduct all of its activities and operations within the confines of public roadways. Contractor shall not allow its employees to use private property for any reason or to use water from such property without written permission from the owner. If, for any reason, Contractor elects to encroach upon other lands, Contractor shall first obtain written permission from the owner and provide evidence of such permission in writing to the Contract Manager prior to entering upon such lands. In performing any work or doing any activity on lands outside of public rights of way, Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations.

Contractor shall indemnify and hold the County harmless from all claims for damages occasioned by such work or activity, whether done in compliance with this Exhibit and with permission or in violation of this Exhibit, without permission.

K. Authority of Board and Contract Manager

The Board has the final authority in all matters affecting the work. Within the scope of this Contract, the Contract Manager has the authority to enforce compliance with the Plans and Specifications. Contractor shall promptly comply with instructions from the Contract Manager or an authorized representative.

On all questions relating to quantities; the acceptability of equipment or work; the execution, progress, or sequence of work; and the interpretation of the Specifications or the Plans, the decision of the Contract Manager will be final and binding and shall be precedent to any payment under this Contract unless otherwise ordered by the Board.

L. Best Management Practices

Best Management Practices (BMPs) shall be defined as any program, technology, process, sitting criteria, operating method, measure, or device which controls, prevents, removes, or reduces pollution. Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook and the County of Los Angeles Department of Public Works Best Management Practices Handbook for Construction Activities. These publications are available from:

County of Los Angeles Department of Public Works
Cashier Office
900 South Fremont Avenue
Alhambra, CA 91803
Telephone (626) 458-6959

Contractor shall have a readily accessible copy of each publication in the service area at all times. As a minimum, Contractor shall implement the following BMPs in conjunction with all its sweeping activities:

NO.	MATERIAL MANAGEMENT
CD10 (2)	Material Delivery and Storage
CD11 (2)	Material Use
CD12 (2)	Spill Prevention and Control

NO.	WASTE MANAGEMENT
CD13 (2)	Solid Waste Management
CD14 (2)	Hazardous Waste Management
CD15 (2)	Contaminated Soil Management
CD16 (2)	Concrete Waste Management

NO.	VEHICLE AND EQUIPMENT MANAGEMENT
CD18(2)	Vehicle and Equipment Cleaning
CD19(2)	Vehicle and Equipment Fueling
CD20(2)	Vehicle and Equipment Maintenance

NO.	TRAINING
CD40	Employee/Subcontractor Training

NO.	PHYSICAL STABILIZATION
CD26A(2)	Soil Stabilizer/Dust Control

Additional BMPs may be required as a result of a change in the actual field conditions, Contractor activities, or construction operations. When more than one BMP is listed under each specific BMP category, Contractor shall select the appropriate and necessary number of BMPs within each category in order to achieve the BMP objective.

BMP for Contractor activities shall be continually implemented throughout the year. BMP for erosion control and sedimentation shall be implemented during the period from October 15 to April 15 and whenever the National Weather Service predicts rain within 24 hours. BMP for erosion control and sedimentation shall also be implemented prior to the commencement of any contractor activity

or operation which may produce runoff and whenever runoff from other sources may occur.

The County, as a permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. Full compensation for the implementation of BMPs shall be considered as included in the Total Annual Proposed Price shown in Form PW-2, Schedule of Prices. Should Contractor fail to comply with any BMP, the County will suffer damages, including, but not limited to, having to bear the risk of delay and disruption of its street sweeping program. The amount of such damages is and will continue to be extremely difficult and impracticable to ascertain. Execution of this Contract shall constitute agreement by the County and Contractor that $1,000 per day is the minimum value of the cost and actual damage caused by Contractor's failure to fully implement any BMP, that such sum is liquidated damages and shall not be construed as a penalty and that such sums may be deducted from payments due to Contractor if such failure occurs. However, such liquidated damages do not include losses resulting from the imposition of fines and penalties and other enforcement actions by administrative agencies. The County may assess Contractor, as liquidated damages, $1,000 for each calendar day that Contractor has not fully implemented one or more of the BMPs specified for this Contract and/or is otherwise in noncompliance with these provisions. In addition, Contractor shall defend, indemnify, and hold harmless the County and its officers, employees, and agents from any fine, penalty, or enforcement action (including attorney fees, legal costs, and staff costs) imposed or brought by any person or entity on account of Contractor's alleged lack of compliance with these provisions or nonimplementation of the specified BMPs. The County may deduct, from the payment due to Contractor, amounts necessary to cover such fines and costs.

M. Work Schedule

A complete schedule of weekly sweeping shall be submitted to the Contract Manager for approval prior to any work being done under this Contract. The schedule shall include the Curb Miles and Paved Alley Miles of streets, alleys, and medians to be swept daily as well as the daily starting time.

Also, a route map shall be submitted as part of the schedule, showing streets, alleys, and medians to be swept each day by the Contractor. Contractor shall indicate the daily sweeping route on the maps in an appropriate and understandable manner that is acceptable to the Contract Manager. Changes in the schedule for the convenience of Contractor will require approval by the Contract Manager prior to being included in the weekly work.

The County reserves the right to require Contractor to sweep specific areas on specified days and at specified times of the day and to change any portions of an existing and established sweeping 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 days and hours.

2. Areas shall not be swept on the same day trash pickup is scheduled. Whenever feasible, sweeping shall be scheduled the day after trash pickup (one to two days after trash pickup for Valinda/Hacienda Heights only). Contractor shall be responsible for determining when trash pickups are scheduled.

3. Streets adjacent to schools and commercial developments shall be swept prior to 7 a.m. or such time as daily public activities start.

4. Streets adjacent to apartments, condominiums, or other areas where all night on street parking is prevalent shall be swept after 8 a.m.

5. Major highways shall not be swept during peak traffic hours.

6. Residential areas shall not be swept prior to 7 a.m. or after 3:30 p.m.

7. Street sweeping shall be scheduled such that both sides of a street are not swept in the same day, unless the Contract Manager directs otherwise.

Alternate Day Sweeping Schedule – Valinda/Hacienda Heights, Azusa/Covina/Claremont, and West Whittier only

Streets on this contract shall be swept on an "alternate day" sweeping schedule.

An alternate day schedule requires the Contractor to sweep the 2 sides of a street on 2 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 Contractor has been awarded this contract, said Contractor shall have 30 days to provide a finalized and working alternate day sweeping schedule to the Contract Manager.

N. Prosecution of Work

To minimize public inconvenience, Contractor shall diligently prosecute the work in the manner and at the times specified in this Exhibit A, Scope of Work, and shall at all times comply with the approved sweeping schedule. If, as determined

by the Contract Manager, Contractor fails to prosecute the work to the extent that the public may be inconvenienced, Contractor shall, upon orders from the Contract Manager, immediately resume diligent prosecution of the work. All cost of prosecuting the work as described herein shall be included in Contractor's Total Annual Proposed Price.

Should Contractor continue to fail to prosecute the work diligently after orders of the Contract Manager to do so, the Contract Manager may suspend the work in whole or in part until such time as the Contract Manager, in his or her sole discretion, determines that Contractor will resume diligent prosecution of the work. All expenses and losses incurred by Contractor as a result of such suspensions shall be borne by Contractor.

O. Inspection and Acceptance of the Work

Contractor shall implement a Contract Quality Control Plan as required under this Exhibit's paragraph W, Quality Control. Contractor shall routinely inspect the work to ensure compliance with the Plans and Specifications, approved schedules, and Contractor quality standards.

The Contract Manager may inspect the work to assure that the quality of street sweeping services is in compliance with Terms and Conditions of this Contract. The Contract Manager may inspect by sampling the quality of the work at up to 20 random locations immediately after they are scheduled to be swept.

A "location" is generally defined as an alley and/or side of any street between two adjacent streets, a cul-de-sac, and/or a dead-end street. A 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 Plans. Photos and documentation for all deficient locations will be provided to Contractor on the working day following the inspection for all deficient locations.

The Contract Manager will use the following general guidelines to determine if the street was swept properly:

1. No debris shall be in or on the street or gutter within 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.

P. Suspension of Work

The work may be suspended in whole or in part when determined by the Contract Manager that the suspension is necessary in the interest of the County. Contractor shall comply immediately with any written order of the Contract Manager suspending work. Such suspension shall be without liability to Contractor on the part of the County except as otherwise specified in this Exhibit's paragraph Y, Additional Sweeping.

Q. Noncompliance with Plans and Specifications

Failure of Contractor to comply with any requirement of these Specifications and Plans, and to immediately remedy any such noncompliance upon notice from the Contract Manager, may result in suspension of this Contract's monthly payments. Any monthly payments so suspended shall remain in suspension until Contractor's operations are brought into compliance to the satisfaction of the Contract Manager. No additional compensation will be allowed as a result of suspension of the monthly payments due to noncompliance with these Specifications and Plans.

R. Contractor's Equipment Compliance with Laws and Regulations

1. Contractor shall fully comply with all applicable laws and regulations, including, but not limited to, all Air Quality Management District (AQMD) regulations. In particular, Contractor's equipment shall, at all times, be in full compliance with AQMD Rules 1186 and 1186.1 pertaining to street sweepers.

2. The street sweepers specified on the equipment list provided to Public Works and no others shall be used in the Contract work unless notice is given to Public Works and the substitution is approved by Public Works. The Contract Manager or a designee may inspect Contractor's vehicles employed in the Contract work at any time without notice.

3. In the event of mechanical breakdown of an alternate-fuel street sweeper, Contractor shall comply with AQMD Rule 430 in a timely fashion and shall make a timely application for an emergency permit under Rule 430 in order to ensure uninterrupted performance of this Contract. Contractor shall immediately provide to Public Works notice of any telephonic report and a copy of any written report or action plan presented to AQMD pursuant to Rule 430.

4. Contractor shall furnish and maintain in good and safe condition all equipment required for the proper execution of this Contract. The Contract Manager may reject any vehicle or piece of equipment not meeting these safety, maintenance, or regulatory requirements. For the

sweeping of curbed highways and streets, Contractor's equipment shall clean the streets as specified in this Exhibit's paragraph E, Standard of Performance.

5. Contractor shall provide sweeping equipment and disposal trucks, which shall be properly maintained both mechanically and in appearance. Contractor shall provide 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. Contractor's telephone number shall be prominently displayed on all equipment for purposes of identification.

6. The sweeper operator shall be furnished with a cellular phone or equivalent communication device that will allow the Contract Manager to make contact with the sweeper operator during sweeping operations. Contractor shall provide the Contract Manager with the information necessary to maintain contact with the sweeper operator during sweeping operations. The communication device shall be on and operating during sweeping operations.

S. 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, Contractor shall provide Public Works with two accounts to access the GPS provider's Internet site. If additional software is required, Contractor shall provide software for installation on two Public Works computers.

3. The accounts shall be set up so that only Public Works and Contractor can view Public Works data.

4. Contractor shall pay for all costs related to the GPS, including hardware, software, activation fees, technical support, and monthly service charge fees. 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 (8 mph for South and West Whittier) 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 three months. After three months, data shall be backed up and be made available at Public Work's request.

14. Contractor's reference vendors for GPS:

GPS North America
P.O. Box 637
Holland, PA 18966
Contact: Mr. Tod Lewis
Telephone: (888) 760-4477
E-mail: www.gpsnorthamerica.com

TELETRAC, Inc.
7391 Lincoln Way
Garden Grove, CA 92841
Contact: Mr. Carlos Reyes
Telephone: (800) 487-4357
E-mail: www.teletrac.net

T. Reports

In addition to other data filed with the County by Contractor, Contractor shall, on the second working day of each week, file a report with the Contract Manager enumerating the following information for the previous week:

1. Curb Miles and Paved Alley Miles swept each day.

2. Scheduled Curb Miles and Paved Alley Miles swept and areas missed.

3. When missed areas were swept.

4. Number of complaints received each day.

5. Reasons scheduled sweeping was not performed or completed as scheduled.

6. Waste tonnage summary and copies of waste disposal receipts.

U. Measurement

The basis of measurement and payment shall be by the Curb Mile for curbed streets and the Paved Alley Mile for paved alleys. On streets and highways, Curb Miles shall be measured toward the center of the rights of way from and parallel to the curb face. Measurement of medians will be continual and no deduction will be made for left-turn pockets or intersecting streets.

Additional sweeping of streets, as defined in this Exhibit's paragraph Y, 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 five to determine the Curb Miles per mile of length.

The following applies to Valinda/Hacienda Heights, Azusa/Covina/Claremont, and West Whittier only.

The Contractor is required to design an approved weekly "alternate day" sweeping schedule. There is no separate bid item for creating this schedule.

V. Contractor's Representative

Before starting the work, Contractor shall designate, in writing, a representative who shall have complete authority to act for it. An alternate representative may be designated. Any order or communication given to this representative shall be deemed delivered to Contractor. A joint venture or partnership shall designate only one representative and alternate. In the absence of Contractor or its designated representative, necessary or desirable directions or instruction may be given by the Contract Manager to the superintendent or person having charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to Contractor or its representative.

In order to communicate with the County, Contractor's representative, superintendent, or person having charge of specific work shall be able to speak, read, and write the English language.

W. Quality Control

Contractor shall be responsible for implementing procedures for ensuring that street sweeping services are provided in strict compliance with the Plans, Specifications, and approved schedule of services.

Contractor shall designate in writing a Quality Control representative and an alternate Quality Control representative who are responsible for implementing, monitoring, controlling, and reporting on the quality of work.

It is recommended that Contractor's Quality Control representatives be separate and distinct from Contractor's project manager or general superintendent, and the Contractor's Quality Control procedures establish a separate system for recording, reporting, and resolving quality control issues.

Within ten days of contract award, Contractor shall submit to the County a Contract Quality Control Plan for review and approval by the Contract Manager. This plan will include, as a minimum, the names and telephone numbers of Contractor's Quality Control representatives; a description of the roles and responsibilities for quality control; the system for monitoring, reporting on, resolving quality control issues; and checklists or other documentation in support of Contractor's Quality Control function.

X. Plans and Specifications

Included as part of this Contract are Plan sheets (Exhibits E.1 through E.4) showing the locations of streets and alleys included in this service area.

The Plans, these Specifications, and other contract documents shall govern the work. These Contract documents are intended to be complementary and cooperative and to describe and provide for a complete service. Anything in the Specifications and not on the Plans, or on the Plans and not in the Specifications, shall be as though shown or mentioned in both.

While it is believed that much of the information pertaining to conditions, which may affect the cost of the work, will be shown on the Plans or indicated in the Specifications, the County does not warrant the completeness or accuracy of such information. Contractor shall ascertain the existence of any conditions affecting the cost of the work, which would have been disclosed by reasonable examination of the site. Contractor shall, upon discovering any error or omission in the Plans or Specifications, immediately call it to the attention of the Contract Manager.

Y. Additional Sweeping

Contractor shall provide additional sweeping of any street(s) and alley(s) within the area shown on the Plans at any time when ordered by the Contract Manager.

Contractor will be compensated for each additional sweeping at the Contract's Unit Price per Curb Mile or Paved Alley Mile, as appropriate. The method of payment will be determined by the Contract Manager.

The need for additional sweeping may be because of storm, fire, flood, parade, public gathering, riot, or other natural or unanticipated occurrence affecting the cleanliness of the streets. The additional sweeping may be in lieu of or in addition to the regularly scheduled sweeping as ordered by the Contract Manager.

Additional sweeping will normally be confined to sweeping the curb lane. However, if additional sweeping requires the total width of the street(s) to be swept, then compensation will be at the Contract's Unit Price per Curb Mile as defined in this Exhibit's paragraph U, Measurement. All sweeping shall be done with sufficient passes to achieve the results described in this Exhibit's paragraph E, Standard of Performance.

Compensation for extra sweeping will be for a minimum of 16 Curb Miles with no allowance for travel time under one of the following circumstances: a) the sweeper shall return to the area after having left when regular sweeping was completed; b) the extra sweeping is on a day when no regular sweeping is scheduled; or c) an additional sweeper must be brought to the area.

Notwithstanding the above, the County has the option on additional sweeps to compensate Contractor on an hourly basis where it is difficult to determine Curb Miles swept in a nonroutine manner. In these cases, the hourly rate paid by the County to Contractor shall be equal to four times the Contract's Unit Price per Curb Mile. Minimum payment will be equivalent to payment for 16 Curb Miles.

Z. Changes Resulting from Schedule Disruption

During this Contract period, Contractor shall sweep the designated public streets and alleys at least once each week, including all curbed medians, in accordance with a schedule to be approved by the Contract Manager. When, in the opinion of the Contract Manager, inclement weather prevents adherence to the regular sweeping schedule for two days or less in a given week, the Contract Manager may require the sweeping areas so affected to be swept prior to the next sweeping schedule.

Any such required sweeping made necessary by inclement weather shall meet the requirements of this Exhibit's paragraph E, Standard of Performance, and shall be performed by Contractor at the Contract's Unit Price per Curb Mile and will not be considered additional sweeping as defined in this Exhibit's paragraph Y, Additional Sweeping.

When any holiday or observance as specified in the Government Code of the State of California occurs on a regular scheduled sweeping day, and said

sweeping area is not swept in observance of said holiday, the subject sweeping area shall when ordered by the Contract Manager be swept within two working days of the regularly scheduled sweeping day without interruption of the regular sweeping schedule. Any such requested sweeping shall meet the requirements of this Exhibit's paragraph E, Standard of Performance, and shall be performed by Contractor at the Contract Unit Price per Curb Mile and shall not be considered additional sweeping.

In the event Contractor is prevented from completing the sweeping as provided in the approved schedule because of reasons other than inclement weather or holidays, Contractor shall be required to complete the deferred sweeping services within two calendar days without interruption in the regular sweeping schedule.

AA. Changes Resulting from Added or Deleted Streets

It is the intent of this Contract to provide for the weekly sweeping of all curbed streets (including curbed medians) and paved alleys within the unincorporated area shown on the Plans (Exhibits E.1 through E.4). As streets and alleys are improved, they will be added to the weekly sweeping schedule. Compensation to Contractor will be based on the Curb Miles added multiplied by the Contract's appropriate Unit Price.

Streets and alleys initially included in the schedule that are vacated by order of the Board will be deleted from the weekly schedule and the affected Curb Mileage deducted from this Contract's quantities.

Additions and/or deletions of Curb Mileage may affect the approved schedule and appropriate adjustments will be allowed subject to approval by the Contract Manager.

BB. City Incorporation

In the event any areas to be swept under this Contract attain incorporation as a City, Contractor shall continue to sweep the streets and alleys shown on the contract plans at the Contract's Unit Price per Curb Mile until the termination date of this Contract or as directed by the County. The County may direct Contractor to delete streets within the incorporated area from its weekly sweeping schedule prior to the expiration date of this Contract. The Curb Mileage of the streets and alleys within the incorporated area that are deleted from Contractor's weekly sweeping schedule will be deducted from the Contract quantities. The County may, at the request of Contractor, review this Contract if the incorporation severely affects Contractor's weekly sweeping schedule.

CC. Changed Conditions

Contractor shall notify the Contract Manager in writing of any changed conditions promptly upon their discovery. The Contract Manager will promptly investigate conditions which appear to be changed conditions. If the Contract Manager determines that the conditions are changed conditions and they will materially increase or decrease the costs of any portion of the work, a Change Order will be issued adjusting the compensation for such portion of the work. The compensation will be based on the appropriate Unit Price reflected in Form PW-2, Schedule of Prices.

If the Contract Manager determines that the conditions of which it has been notified by Contractor do not justify an adjustment in compensation, Contractor will be notified in writing.

DD. Communications and Public Relations

Contractor shall provide a telephone answering service, toll free to residents of the area to be swept under this Contract and the County Road Maintenance Division District office responsible for the area, from 7:30 a.m. to 4:30 p.m., Monday through Friday, except on legal holidays. The answering service shall have the capability of contacting sweepers by radio or paging equipment for the purpose of relaying instructions from the Contract Manager and to receive citizen complaints.

The telephone number shall be listed in the telephone directory for the area and shall be listed by Contractor's commonly known name. All public complaints concerning street sweeping shall be investigated by Contractor. Complaints brought to Contractor's attention prior to 3 p.m. shall be investigated that day. Those brought to Contractor's attention after 3 p.m. shall be investigated before noon of the following day.

A complaint form shall be filled out for each complaint referred to or received by Contractor. The form, which must be approved by the Contract Manager, shall be filed with the County on the first working day following the day the complaint was received. Contractor shall report what actions were necessary to resolve each complaint.

EE. Special Safety Requirements

All Contractor operators shall be expected to observe all applicable Cal/OSHA and Public Works safety requirements while performing this requested work. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.

FF. Project Site Safety

Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. Contractor shall provide at its expense all safeguards, safety devices, and protective equipment shall take any and all actions appropriate to providing a safe service area.

GG. Project Safety Official

Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with Contractor's Injury and Illness Prevention Program and Code of Safe Practices. Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as Contractor is in compliance.

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SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

B. Definitions

Whenever in the Request for Proposals, Contract, Specifications, Terms, Requirements, and Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Board. The Board of Supervisors of the County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract shall include the Specifications, together with any special provisions thereof. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

Contractor. The person or persons, partnership, joint venture, corporation, or other entity who has entered into an agreement with the County to perform or execute the work covered by these Specifications.

Contract Work or Work. The entire contemplated work of construction, maintenance, repair to be performed, and services rendered as prescribed in the Specifications and covered by this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or their authorized representative(s).

District. Los Angeles County Flood Control District.

Proposal. The written instrument which a Contractor submitted in conformance with the solicitation document (Request for Proposals).

Proposer. Any individual, firm, or corporation submitting a priced Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement to employ a Subcontractor; to employ or agree to employ a Subcontractor.

Subcontractor. Persons, companies, corporations, or other entities furnishing supplies, services of any nature, equipment, or materials to the Contractor, at any tier under oral or written agreement.

C. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Assurance of Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, sex, gender, national origin, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with its Equal Employment Opportunity (EEO) Certification.

B. Conflict of Interest

1. The Contractor represents and warrants that no County employee whose position in the County enables him/her to influence the award of this Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein or does or shall have any direct or indirect financial interest in this Contract.

2. The Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. The Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

C. Consideration of Hiring County Employees Targeted for Layoffs

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this Contract.

D. Consideration of Hiring GAIN/GROW Employees

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose,

consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by category to the Contractor.

E. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply the Contractor with the poster to be used.

F. Contractor's Warranty of Adherence to County's Child Support Compliance Program

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

G. County Lobbyists

The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Contractor or County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of the this Contract upon which the County may, at its sole discretion, immediately terminate or suspend this Contract.

H. Nondiscrimination in Employment

1. The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State antidiscrimination laws and regulations.

2. The Contractor shall certify to, and comply with, the provisions of the Contractor's EEO Certification (Form PW-7).

3. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

4. The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

5. The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from, participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project program, or activity supported by this Contact.

6. The Contractor shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this Section when so requested by the County.

7. If the County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission

that the Contractor has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the antidiscrimination provisions of this Contract.

8. The parties agree that in the event the Contractor violates the antidiscrimination provisions of this Contract, the County shall, at its sole option, be entitled to a sum of $500 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

I. County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies, which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

J. Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

K. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

L. Publicity

1. The Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Contract within the following conditions:

   a. The Contractor shall develop all publicity material in a professional manner.

b. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions, or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.

c. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded a Contract to provide these services, provided that the requirements of this Article shall apply.

M. Termination for Improper Consideration

1. County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against the Contractor as it could pursue in the event of default by the Contractor.

2. The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861. Such fraud may also be reported via e-mail to fraud@auditor.co.la.ca.us and by mail to Los Angeles County Fraud Hotline, 1000 South Fremont Avenue, Unit 51, Alhambra, California 91803-4737.

3. Among other items, such improper consideration may take the form of cash; discounts; services; or the provision of travel, entertainment, or tangible gifts.

N. Warranty Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial

or selling agencies maintained by the Contractor for the purpose of securing business.

2. For breach or violation of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from this Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

O. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, directives, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.

2. Contractor shall indemnify and hold the County harmless from and against any and all liability costs, damages, expenses, including, but not limited to, defense costs and attorney's fees arising from any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, directives, or ordinances.

P. Legal Status of Contractor's Personnel at Facility

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others, and all of its employees performing services under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain from all employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986 (PL. 99-603), as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

Q. No Payment for Services Following Expiration or Termination of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment, it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the

Contractor. This provision shall survive the expiration or other termination of this Contract.

R. Limitation of the County's Obligation Due to Non-appropriation of Funds

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.

2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3. In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or work shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such nonallocation at the earliest possible date.

S. Gratuitous Work

The Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with Exhibit B, Section 2.CC, Changes and Amendments of Terms, such work shall be deemed to be a gratuitous effort by the Contractor, and the Contractor shall have no claim, therefore, against the County.

T. Assignment by Contractor

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which the Contractor may have against the County.

2. Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of this Contract, which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default of the Contractor.

U. Subcontracting

1. No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the Director, at the Director's sole and absolute discretion. Any attempt by the Contractor to subcontract any performance of the terms of this Contract without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.

2. In the event the County should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.

3. In the event the County should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

4. Any third-party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.

5. No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. The Contractor shall, at all times, be personally responsible for the performance of this Contract.

V. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

W. Notice of Delay

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay

the timely performance of this Contract, that party shall, within one day, give notice thereof, including all relevant information with respect thereto, to the other party.

X. Record Retention and Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, other proof of payment, timecards, sign-in/sign-out sheets, other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in the County, provided that if any such material is located outside the County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

2. Failure on the part of the Contractor to comply with any of the provisions of this paragraph X shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds

that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in its sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subsection X.4 relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, other time and employment records, and proprietary data and information shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in the County, provided that if any such materials and information is located outside the County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

Y. Validity

If any portion, provision, or part of this Contract is held, determined or adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Contract, and (to the extent allowed by law) shall not affect the validity or enforceability of such remaining portions, provisions, or parts.

Z. Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach of such provision. Failure of the County to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

AA. Default and Termination

1. Default

a. The County may, subject to the provisions of subsection c (pertaining to defaults of subcontractors) below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:

i. If the Contractor has materially breached this Contract; or

ii. If the Contractor fails to perform the work within the time specified herein or any extension thereof; or

iii. If the Contractor fails to perform any of the other provisions of this Contract or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of five working days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.

b. In the event the County terminates this Contract in whole or in part pursuant to this subsection, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar goods and services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

c. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight

embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

d. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause or the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to this Exhibit's Section 2.AA.3, Termination for Convenience.

e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

f. As used herein, the terms "subcontractor" and "subcontractors" mean persons, companies, corporations, or other organizations furnishings supplies, services of any nature, equipment, or materials to Contractor, at any tier, under oral or written agreement.

2. Default for Insolvency

The County may terminated this Contract forthwith for default in the event of the occurrence of any of the following:

a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.

b. The filing of a voluntary petition to have the Contractor declared bankrupt.

c. The appointment of a Receiver or Trustee for the Contractor.

d. The execution by the Contractor of an assignment for the benefits of creditors.

e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

3. Termination for Convenience

It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County shall be the sole judge; however, and notwithstanding:

a. The County may at any time terminate this Contract, or any portion thereof, without liability (except as hereinafter provided) by delivering to the Contractor written notice specifying the desired termination date at least 30 days in advance thereof.

b. If this Contract is terminated, the Contractor shall, within 30 days of the Notice of Termination, complete those items of work which are in various stages of completion, which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by the Contractor under this Contract shall be delivered to the County upon request and shall become the property of the County.

4. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Requirements

Failure of the Contractor to maintain compliance with the requirements set forth in this Exhibit's Section 2.F, "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 calendar days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board may terminate this Contract pursuant to Paragraph AA.1 "Default," of this Section 2, and debar the Contractor pursuant to County Code Chapter 2.202.

BB. Notification

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or any substation thereof, or any public box, and any such notice and the envelope containing the same shall be addressed to the Contractor at its place of business, or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing the same to the County shall be addressed to:

Chief Deputy Director
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if the Contractor is a partnership; or by the president, vice president, secretary, or general manager, if the Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

CC. Changes and Amendments of Terms

The County reserves the right to change any portion of the work required under this Contract, or amend such terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

1. For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.

2. For any revision which materially affects the Scope of Work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor or if delegated by the Board, the Director and the Contractor.

3. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time provided; however, the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.

4. The Board or the County's Chief Administrative Officer may require the addition and/or change of certain contract terms and conditions during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the Board or the Chief Administrative Officer. To implement such changes, an amendment or change order will be prepared by Public Works for execution by the Contractor and the Director.

DD. Confidentiality

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, State, and County laws, regulations, ordinances, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

EE. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

FF. Budget Reduction

The County reserves the right to renegotiate the terms of this Contract to reduce the Contractor's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Contract as provided herein.

SECTION 3

GENERAL CONDITIONS OF CONTRACT WORK

A. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects.

B. Public Convenience

The Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

C. Cooperation

The Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. The Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

D. Care and Protection of Facilities

The Contractor shall recognize that any damage to Public Works facilities from Contractor negligence shall, to Public Works' satisfaction, be repaired at the Contractor's expense. The Contractor shall be responsible for the security of any and all of Public Works facilities in its care. The Contractor shall provide protection against vandalism, accidental, or malicious damage, both during working and nonworking hours.

E. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by the Contractor.

F. Permits/Licenses

The Contractor shall be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

G. Quality of Work

The Contractor shall provide the quality of work under this Contract which is at least equivalent to that which the Contractor provides to all other clients it serves. All work shall be executed by experienced workers. All work shall be under supervision of a well-qualified supervisor. The Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

H. Quantities of Work

The Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by the Contractor in responding to the County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by the County.

I. Cooperation and Collateral Work

The Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

J. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

K. Safety Requirements

The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work.

L. Public Safety

It shall be the Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

M. Work Area Controls

The Contractor shall comply with all applicable laws and regulations. The Contractor shall maintain work area in a neat, orderly, clean, and safe manner. The Contractor shall avoid spreading out equipment excessively. Location and

layout of all equipment and materials at each jobsite will be subject to the Director's approval.

N. Transportation

The County will not provide transportation to and from the jobsite and will not provide travel around the limits of the jobsite.

O. Storage of Material and Equipment

The Contractor shall not store material or equipment at the jobsite, except as might be specifically outlined in other sections. Public Works will not be liable or responsible for any damage, by whatever means, or for the theft of the Contractor's material or equipment from any jobsite.

P. Jobsite Safety

The Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices, and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.

Q. Labor Law Compliance

The Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor. The Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

R. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by Labor Code Section 1815.

S. Prohibition Against Use of Child Labor

1. The Contractor shall:

   a. Not knowingly sell or supply to the County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;

b. Upon request by the County, provide the country/countries of origin of any products, goods, supplies, or other personal property the Contractor sells or supplies to the County;

c. Upon request by the County, provide to the County the manufacturer's certification of compliance with all international child labor conventions; and

d. Should the County discover that any products, goods, supplies, or other personal property sold or supplied by the Contractor to the County are produced in violation of any international child labor conventions, the Contractor shall immediately provide an alternative, compliant source of supply.

2. Failure by the Contractor to comply with provisions of this clause will be grounds for immediate cancellation of this Contract.

SECTION 4

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between the County and the Contractor.

The Contractor understands and agrees that all persons furnishing services to the County pursuant to this Contract are, for all purposes, including, but not limited to, Workers' Compensation liability, employees solely of the Contractor and not of the County.

The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of the Contractor pursuant to this Contract.

B. Indemnification

The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract, including, but not limited to, claims or damages for property damage, personal injury, death, claims, or damages under the Comprehensive Environmental Response, Compensation, and Liability Act, the California Health & Safety Code or pursuant to any Federal, State, or local environmental law, regulation or mandate, administrative or judicial. The Contractor shall not be obligated to indemnify the County for the active negligence of the County.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Section 4, Paragraph B (above), and to the extent allowed by law, the Contractor agrees to defend, indemnify and hold harmless the County, its Special Districts, officers, employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of the Contractor, its subcontractors or the County, attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify the County, and hold harmless includes all investigations and

proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. The Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of the County. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by the Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:

   a. Specifically identify this Contract.

   b. Clearly evidence all coverage required in this Contract.

   c. Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.

   d. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its Special Districts, officials, officers, and employees as insureds for all activities arising from this Contract.

   e. Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to the County or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3. Insurer Financial Rating - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.

4. Failure to Maintain Coverage - Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend the Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

5. Notification of Incidents, Claims, or Suits - The Contractor shall report to the County's Contract Manager:

   a. Any accident or incident relating to work performed under the Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.

   b. Any third-party claim or lawsuit filed against the Contractor arising from or related to work performed by the Contractor under this Contract.

   c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."

   d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to the Contractor under the terms of this Contract.

E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

F. Insurance Coverage Requirements for Subcontractors

The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor; or

2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following (can be met by a combination of primary and excess insurance coverage):

a.	General Aggregate:	$2 million
b.	Products/Completed Operations Aggregate:	$1 million
c.	Personal and Advertising Injury:	$1 million
d.	Each Occurrence:	$1 million

2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage).

3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other State for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the Contractor is responsible.

4. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

a.	Each Accident:	$1 million
b.	Disease - policy limit:	$1 million
c.	Disease - each employee:	$1 million

5. As a condition precedent to its performance pursuant to this Contract, the Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the

Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

SECTION 5

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

C. The County may debar a contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County or a nonprofit corporation created by the County; (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that the Contractor may be subject to debarment, Public Works will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have

the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

I. These terms shall also apply to subcontractors of the Contractor.

SECTION 6

CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

A. Contract Subject to Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employee deposit any fees received for such jury service with the Contractor or that the Contractor deducts from the employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity, which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when this Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an

exception to the Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. The Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SECTION 7

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

A. This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

B. The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

C. The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

D. If the Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

E. The above penalties shall also apply if the Contractor is no longer eligible for certification as a result of a change of its status and the Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

A. Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

B. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

SECTION 9

COMPLIANCE WITH LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "employer" as defined under the Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), Contractor shall pay its employees no less than the applicable hourly living wage rate, as set forth immediately below, for the employees' services provided to the County, including, without limitation, "travel time" as defined below in subsection 5 of this Section 9.B under this Contract:

   a. Not less than $11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits for its employees and any dependents; or

   b. Not less than $9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least $2.20 per hour towards the provision of bona fide health care benefits for its employees and any dependents. Contractor will be deemed to have contributed $2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its employees the higher hourly living wage rate.

2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for the County under this Contract. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Living Wage Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which

are provided to the County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.

4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "employer", or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by the County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.

5. For purposes of the Contractor's obligation to pay its employees the applicable hourly living wage rate under this Contract, "travel time" shall have the following two meanings, as applicable: 1) with respect to travel by an employee that is undertaken in connection with this Contract, travel time shall mean any period during which an employee physically travels to or from a County facility if the Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that time; and 2) with respect to travel by an employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), travel time shall mean any period during which an employee physically travels to or from, or between such County facilities if the Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

1. Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list

all of Contractor's employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each employee. All certified monitoring reports shall be submitted on forms provided by the County, or any other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if the Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including, but not limited to, any violation or claim pertaining to wages, hours, and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operation in California.

E. County Auditing of Contractor Records

1. Upon a minimum of 24 hours' written notice, the County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports.

2. Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under this Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's employees are working. Contractor shall also distribute County-provided notices to each of its employees at

least once per year. Contractor shall translate into Spanish and any other language spoken by a significant number of employees the posters and handouts.

G. Enforcement and Remedies

1. If Contractor fails to comply with the requirements of this Section, the County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

2. Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to the County after the date it is due, or if the report submitted does not contain all of the required information, is inaccurate, or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

   a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

   b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time. The liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages in the amount of $100 per monitoring report for each day until the County has been provided with a properly prepared, complete, and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

   c. Termination: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

3. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

   a. Withholding Payment: If Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

   b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time. The liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages of $50 per employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

   c. Termination: Contractor's failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

4. Debarment: In the event Contractor breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

H. 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 the County that it is necessary to use non-full-time employees based on staffing

efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time employees for services provided under this Contract unless and until the County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-employee staffing plan. If Contractor changes its full-time-employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to the County.

I. Contractor Retaliation Prohibited

Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person, or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

J. Contractor Standards

During the term of the Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by the County, Contractor shall demonstrate to the satisfaction of the County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder or to further the organization of, collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

EXHIBIT C

Department of the Treasury
Internal Revenue Service
Notice 1015

(Rev. December 2005)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?
The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?
You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.
Note: *You are encouraged to notify each employee whose wages for 2005 are less than $37,263 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees?
You must give the employee one of the following:
- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2006.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2005 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?
Eligible employees claim the EIC on their 2005 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2005 and owes no tax but is eligible for a credit of $799, he or she must file a 2005 tax return to get the $799 refund.

How Do My Employees Get Advance EIC Payments?
Eligible employees who expect to have a qualifying child for 2006 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Cat. No. 20599I

EXHIBIT D.1

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

State of California
Gray Davis, Governor

Health And Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

EXHIBIT D.3

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

En el Condado de Los Angeles:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

Estado de California
Arnold Schwarzenegger, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

EXHBIT E

PROJECT LOCATION/VICINITY MAPS

EXHIBIT E.3

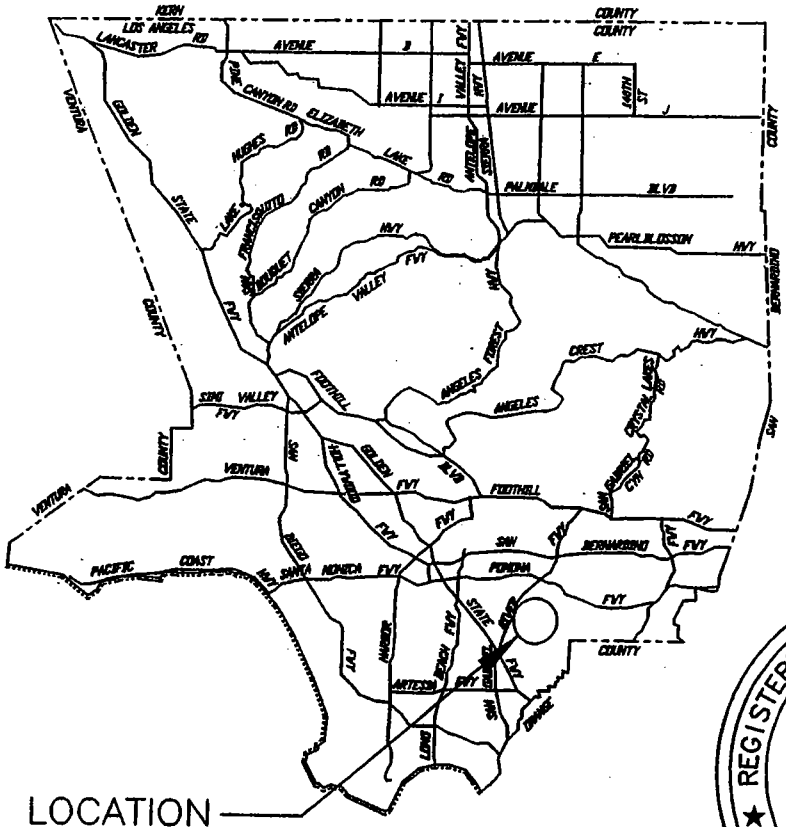
LOS ANGELES COUNTY
DEPARTMENT OF PUBLIC WORKS

PROJECT ID NO. RMD4106003

PRIME CONTRACTOR LICENSE REQUIRED: NONE

WEST WHITTIER STREET SWEEPING

TOTAL LENGTH 114.57 MILES



PROJECT LOCATION

VICINITY MAP

No Scale

REGISTERED PROFESSIONAL ENGINEER
SHAILESH R. PATEL
C 58158
EXP. 06/30/2008
CIVIL
STATE OF CALIFORNIA

INDEX OF SHEETS

SHT	1	Title Sheet
SHTS	2-11	Location Maps
SHTS	12-14	Summary, Alleys & Medians

APPROVED DONALD L WOLFE DIRECTOR OF PUBLIC WORKS

BY _____ DEPUTY DIRECTOR DATE

SUBMITTED

_____ ASST. DEPUTY DIRECTOR-RD.MAINT.DIV. DATE

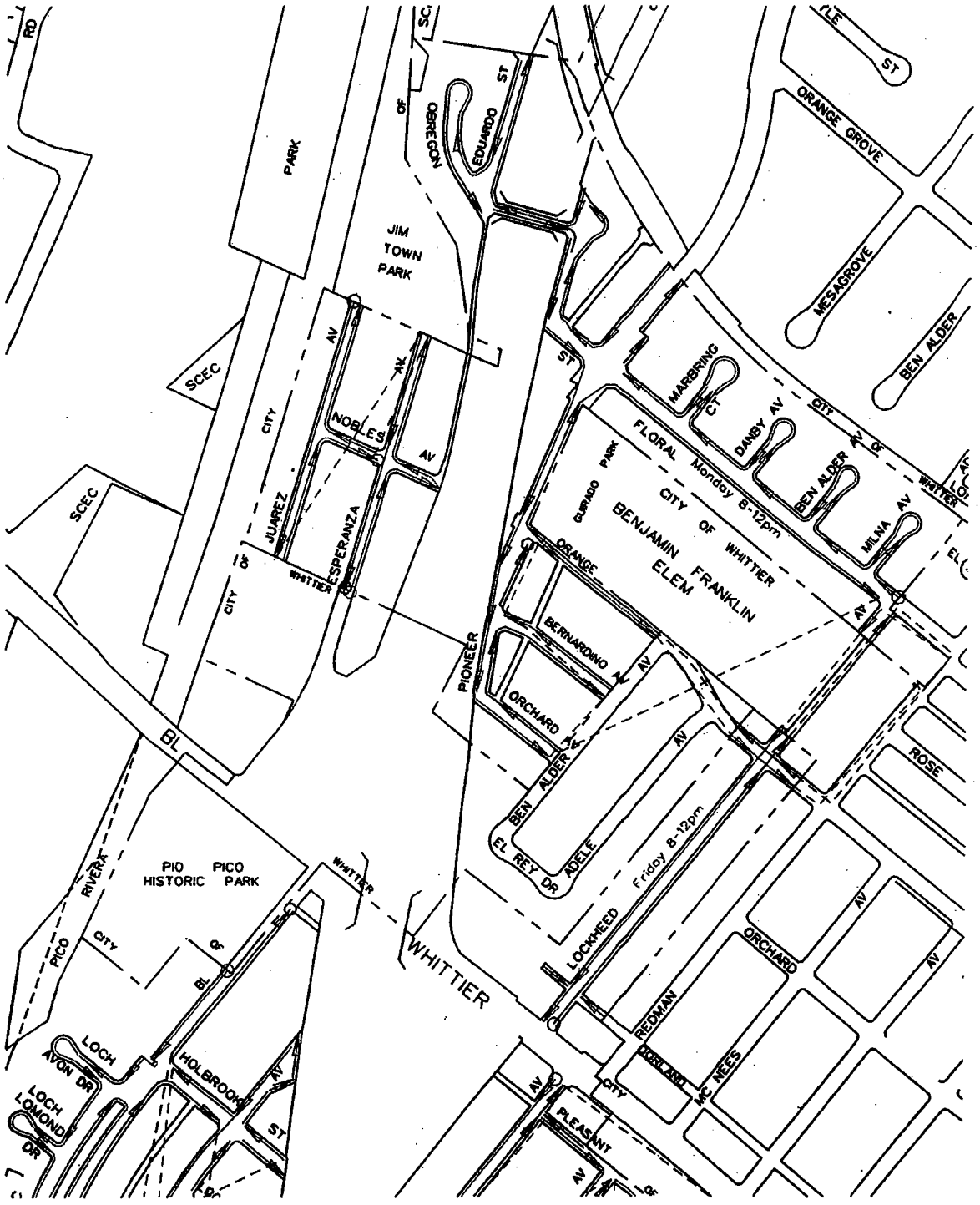
REFERENCES THOMAS GUIDE 676, 677, 706 & 707

ROAD DISTRICT 146 & 446

REVIEWED 1/24/07 DISTRICT ENGINEER-RD.MAINT.DIST. 4 DATE

PROJECT ENGINEER	C.E. NO.	DESIGNER	CHECKER	SHEET	OF	SHTS.
SHAILESH PATEL	C58158	B. LE	R. GORDILLO	1	14	

DWG. NO. SWEEP-01

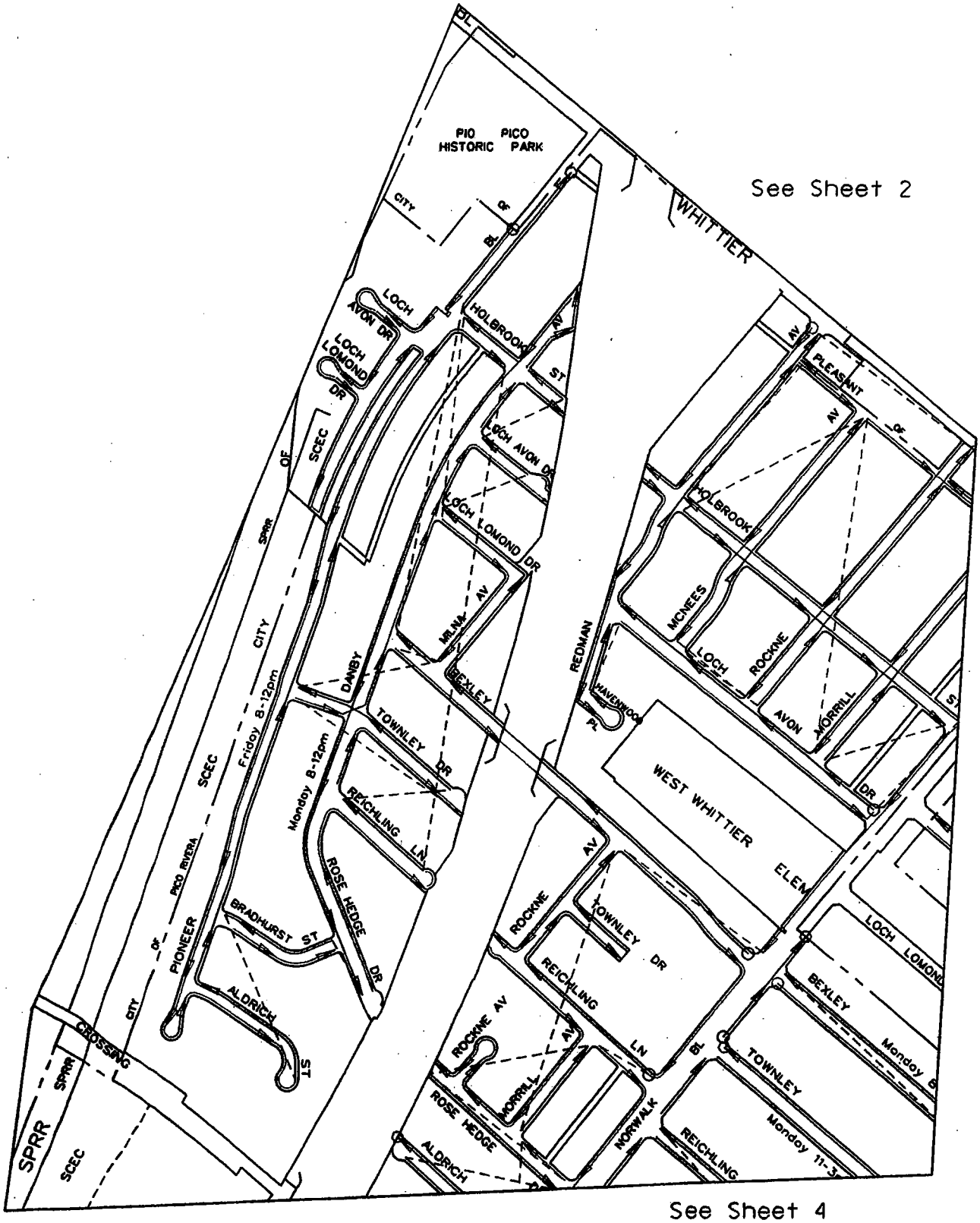


See Sheet 3

Friday Posted

Monday Posted

PROJECT NAME	WEST WHITTIER STREET SWEEPING					PROJECT I.D. NO. RMD4106003
PROJECT ENGINEER	S. PATEL	C.E. NO. C 58158	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 676-J4	FILENAME SWEEP-02	SCALE NONE	SHEET 2 OF 14

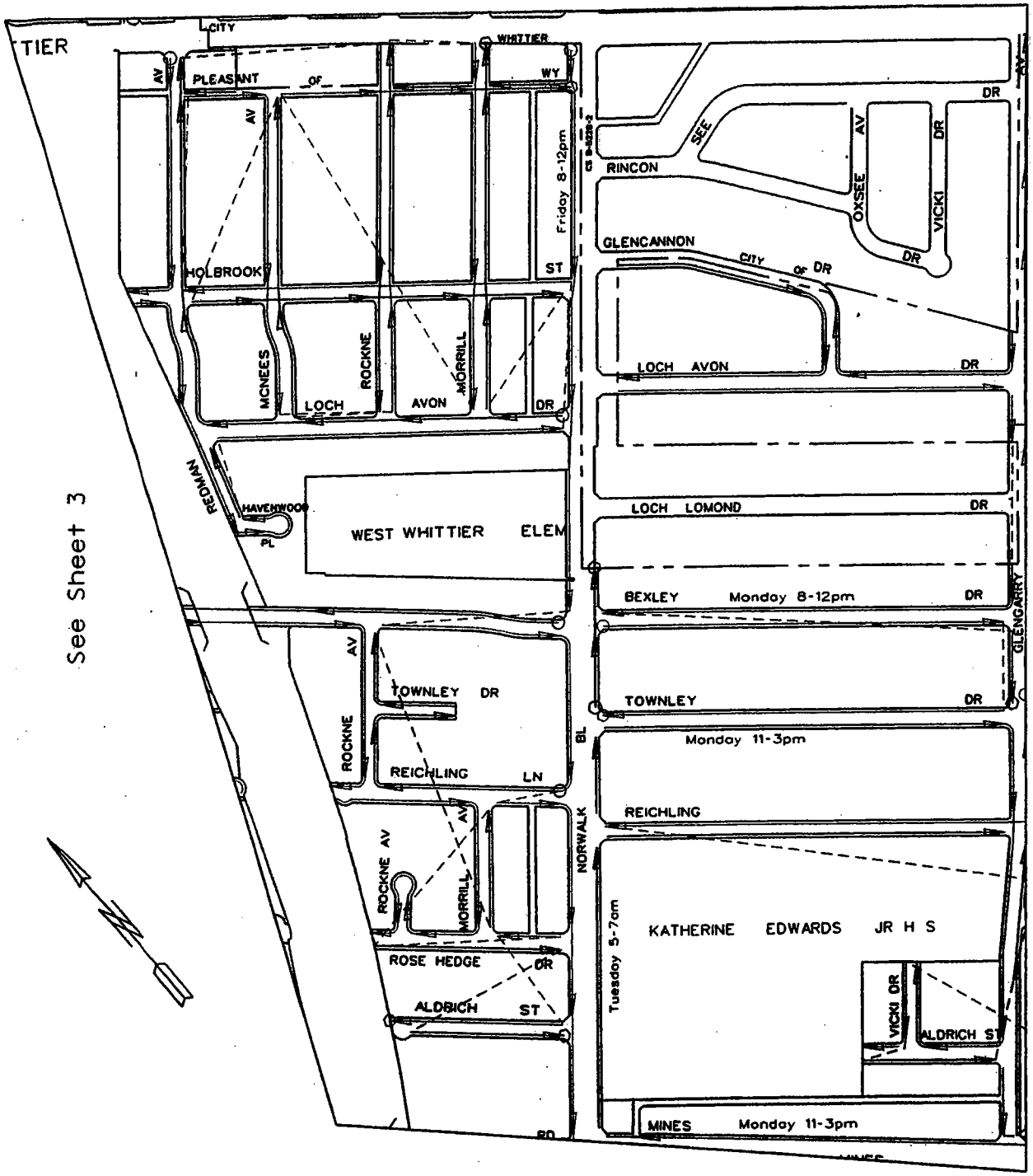


Friday Posted

Monday Posted

PROJECT NAME	WEST WHITTIER STREET SWEEPING					PROJECT I.D. No. RMD4106003	
PROJECT ENGINEER	S. PATEL	C.E. NO. C 58158	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 676-H5	FILENAME SWEEP-03	SCALE NONE	SHEET 3 OF 14

See Sheet 2



See Sheet 3

See Sheet 5

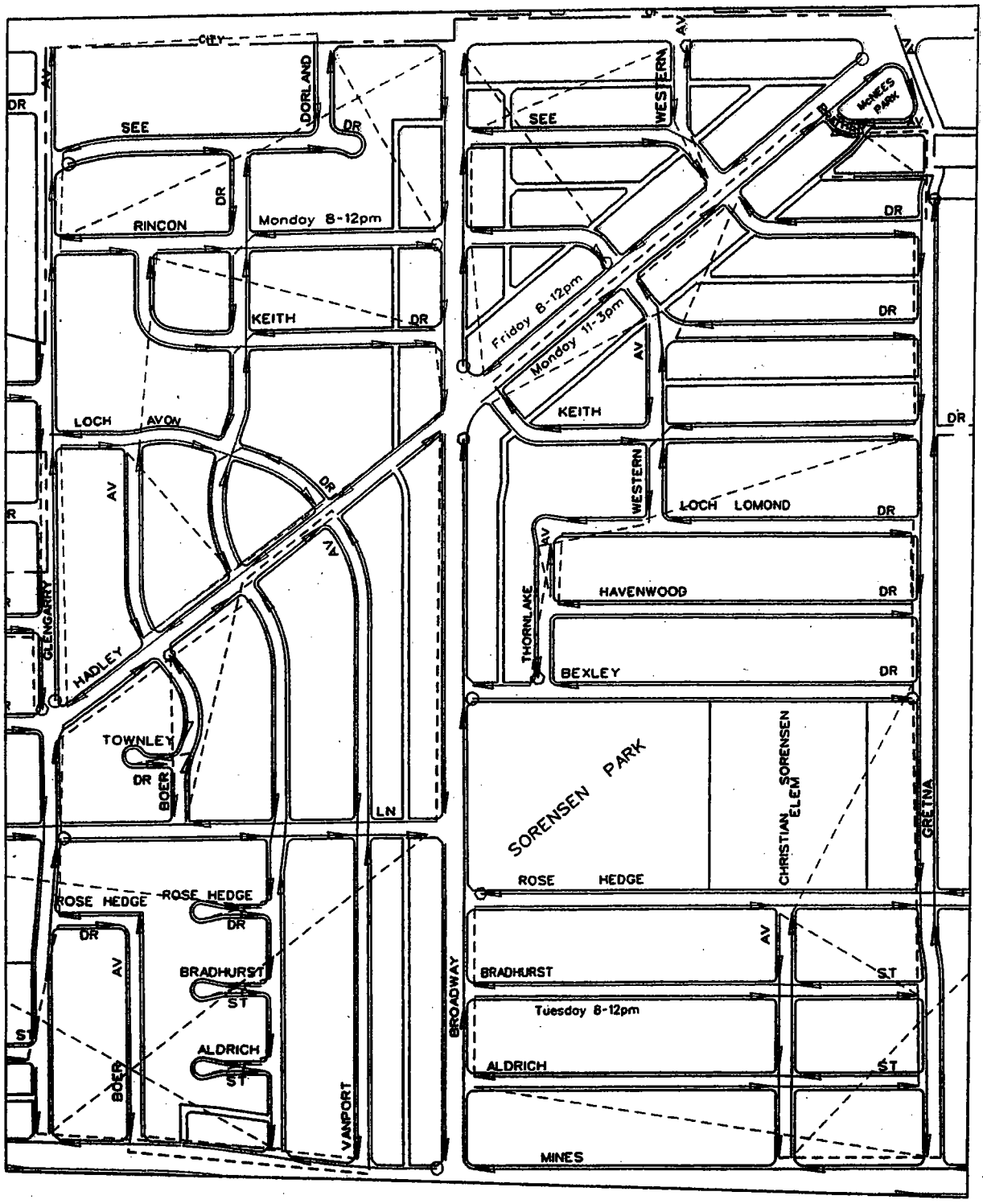
See Sheet 9

Friday Posted

Monday Posted

Tuesday Posted

PROJECT NAME	WEST WHITTIER STREET SWEEPING					PROJECT I.D. No.	RMD4106003
PROJECT ENGINEER	S. PATEL	C.E. NO C 58158	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 676-J6	FILENAME SWEEP-04	SCALE NONE	SHEET 4 OF 14



See Sheet 4

See Sheet 6

See Sheet 8

Monday Posted

Tuesday Posted

Friday Posted

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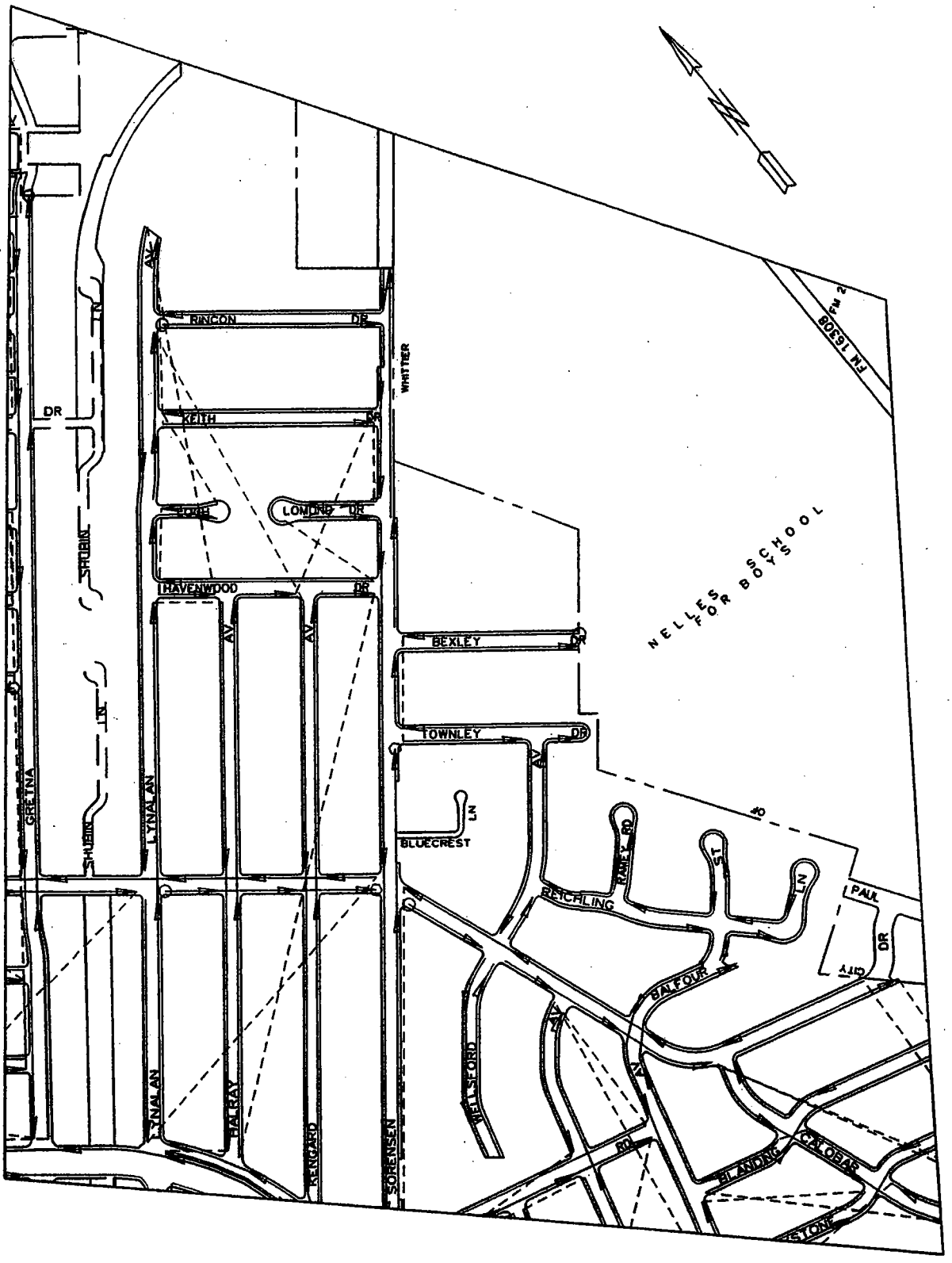
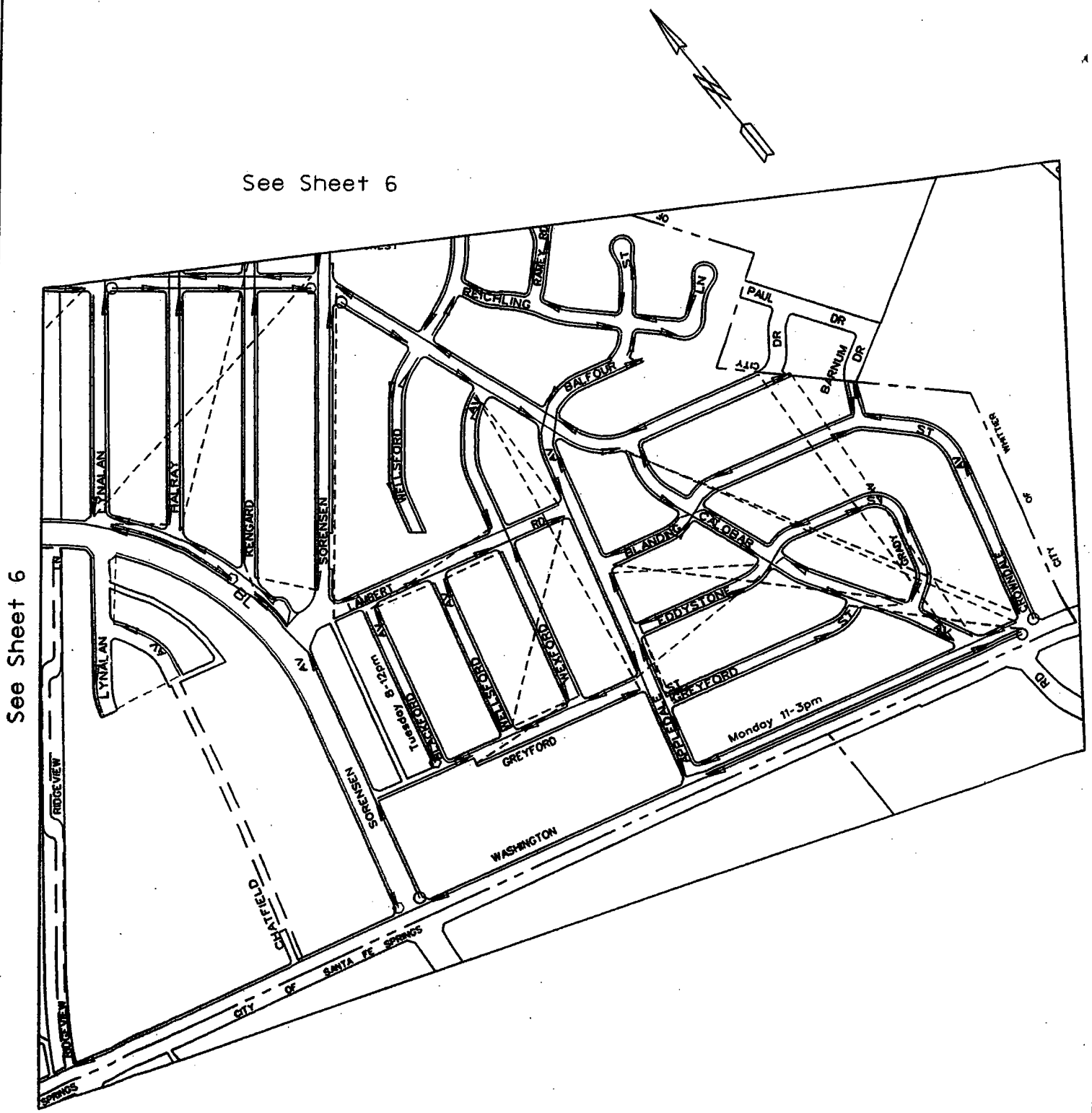
PROJECT ENGINEER	S. PATEL	C.E. NO. C 58158	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION DISTRICT 1	T.G.	FILENAME	SCALE / SHEET



Monday Posted _____

Tuesday Posted _____

PROJECT NAME	WEST WHITTIER STREET SWEEPING					PROJECT I.D. NO. RMD4106003	
PROJECT ENGINEER	S. PATEL	C.E. NO C 58158	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 676-J6	FILENAME SWEEP-06	SCALE NONE	SHEET 6 OF 14

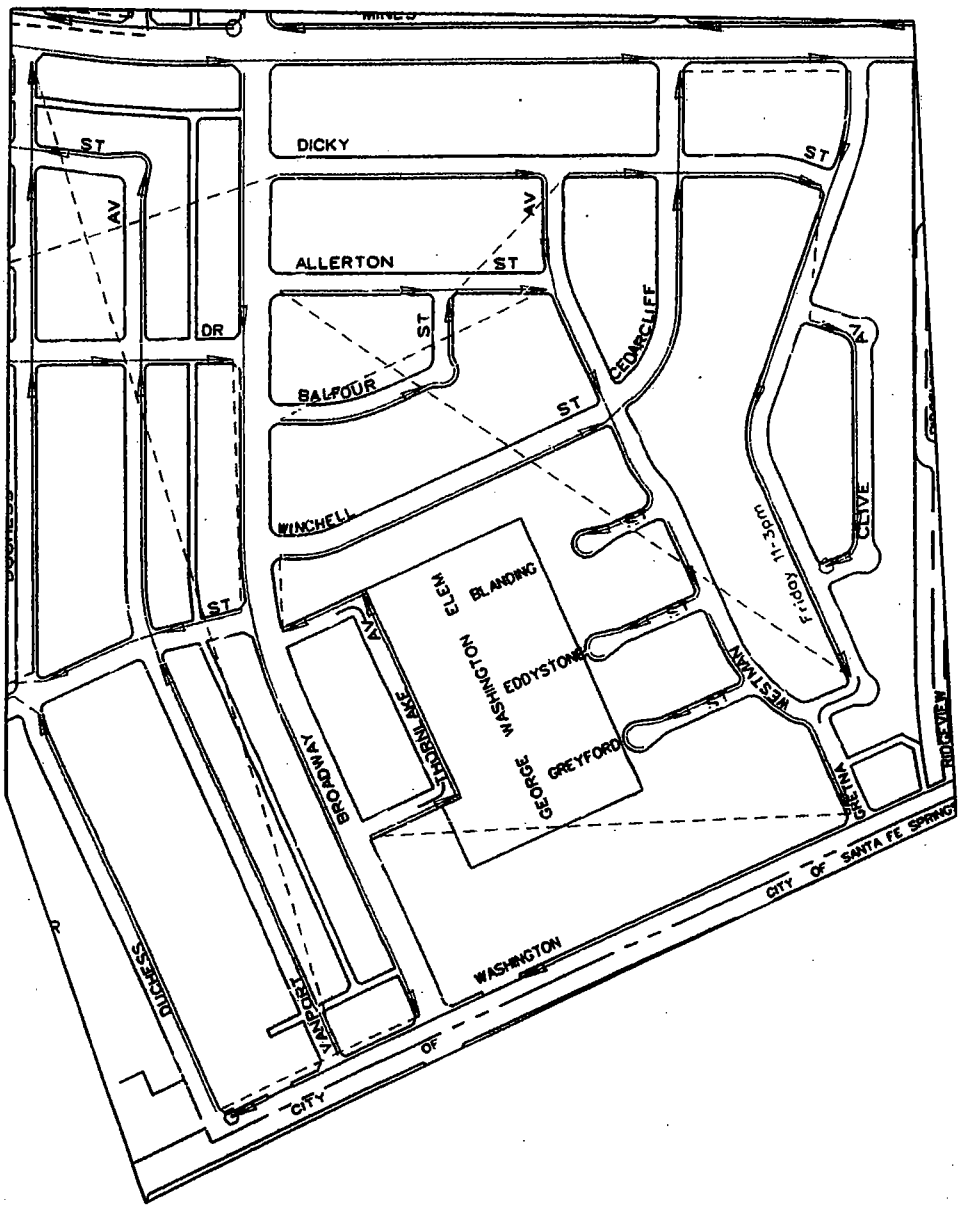


Monday Posted _____ Thursday Posted _____

Tuesday Posted _____ Friday Posted _____

PROJECT NAME	WEST WHITTIER STREET SWEEPING					PROJECT I.D. NO. RMD4106003	
PROJECT ENGINEER	S. PATEL	C.E. NO C 58158	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 677-A7	FILENAME SWEEP-07	SCALE NONE	SHEET 7 OF 14

See Sheet 5



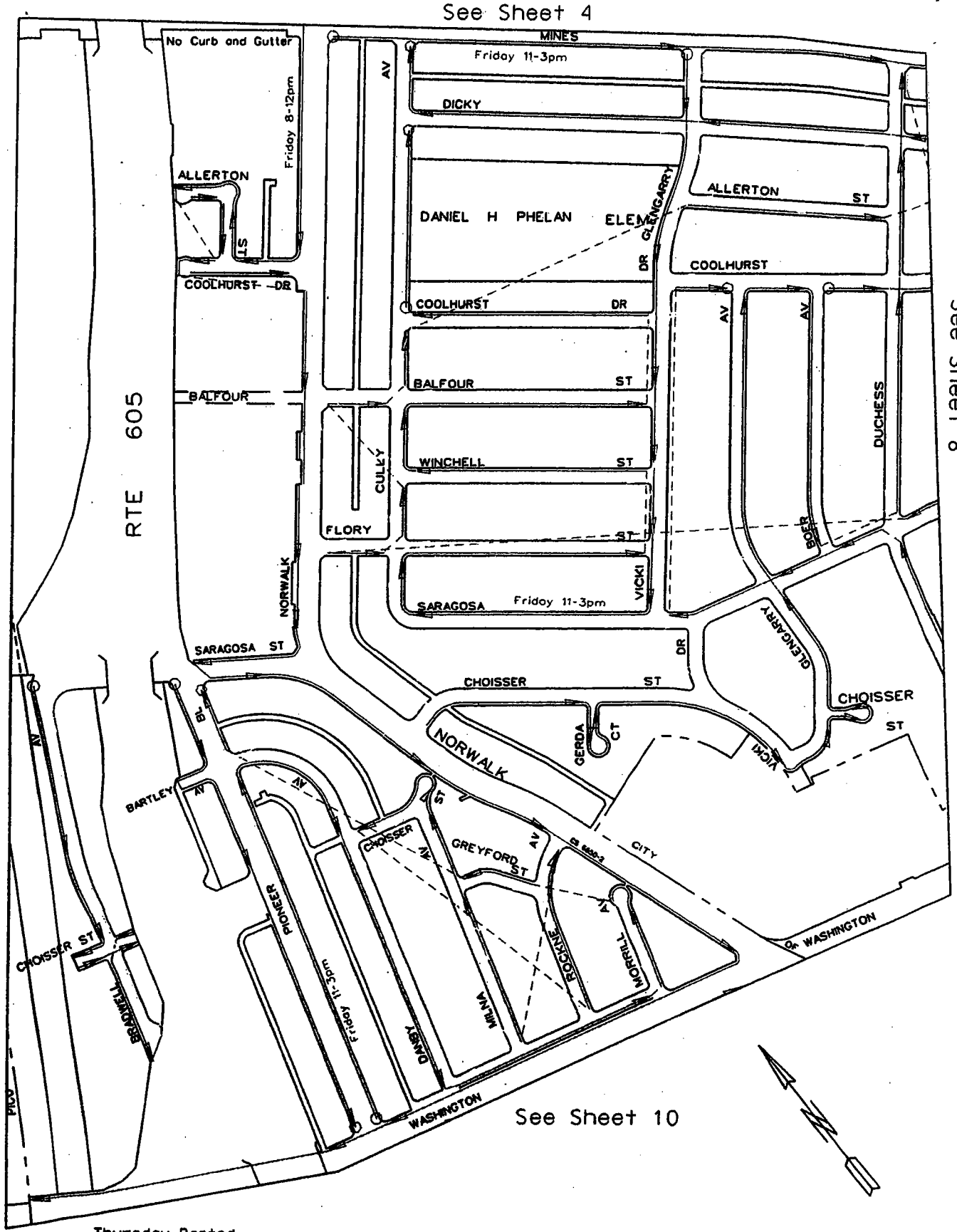
See Sheet 9

See Sheet 7

Thursday Posted _____ Monday Posted _____

Friday Posted _____ Tuesday Posted _____

PROJECT NAME	WEST WHITTIER STREET SWEEPING					PROJECT I.D. NO. RMD4106003	
PROJECT ENGINEER	S. PATEL	C.E. NO. C 58158	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 677-A7	FILENAME SWEEP-08	SCALE NONE	SHEET 8 OF 14



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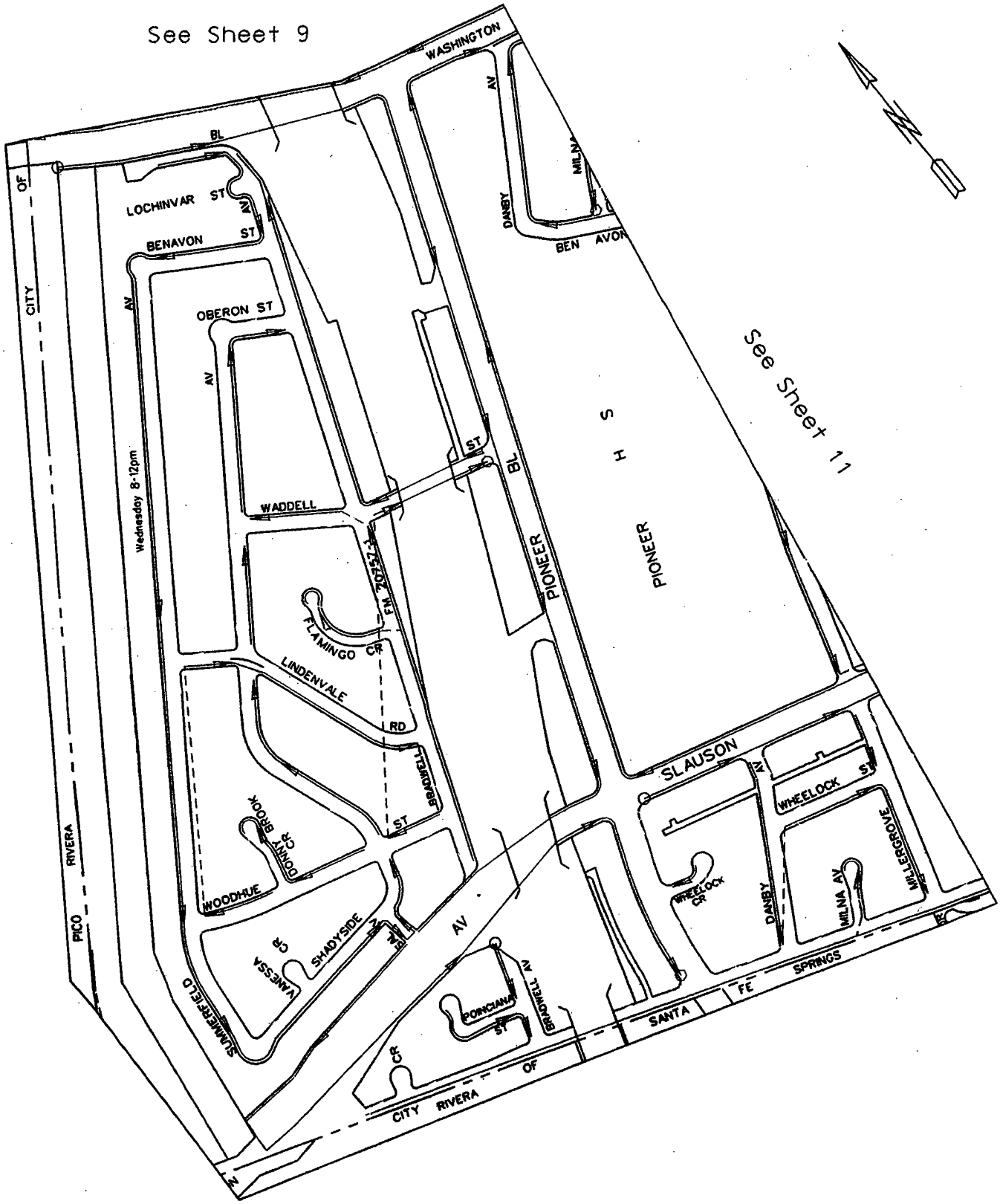
PROJECT ENGINEER S. PATEL	C.E. NO.	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS	T.G.	FILENAME	SCALE	SHEET	



Thursday Posted

Friday Posted

Wednesday Posted

PROJECT NAME	WEST WHITTIER STREET SWEEPING					PROJECT I.D. NO. RMD4106003	
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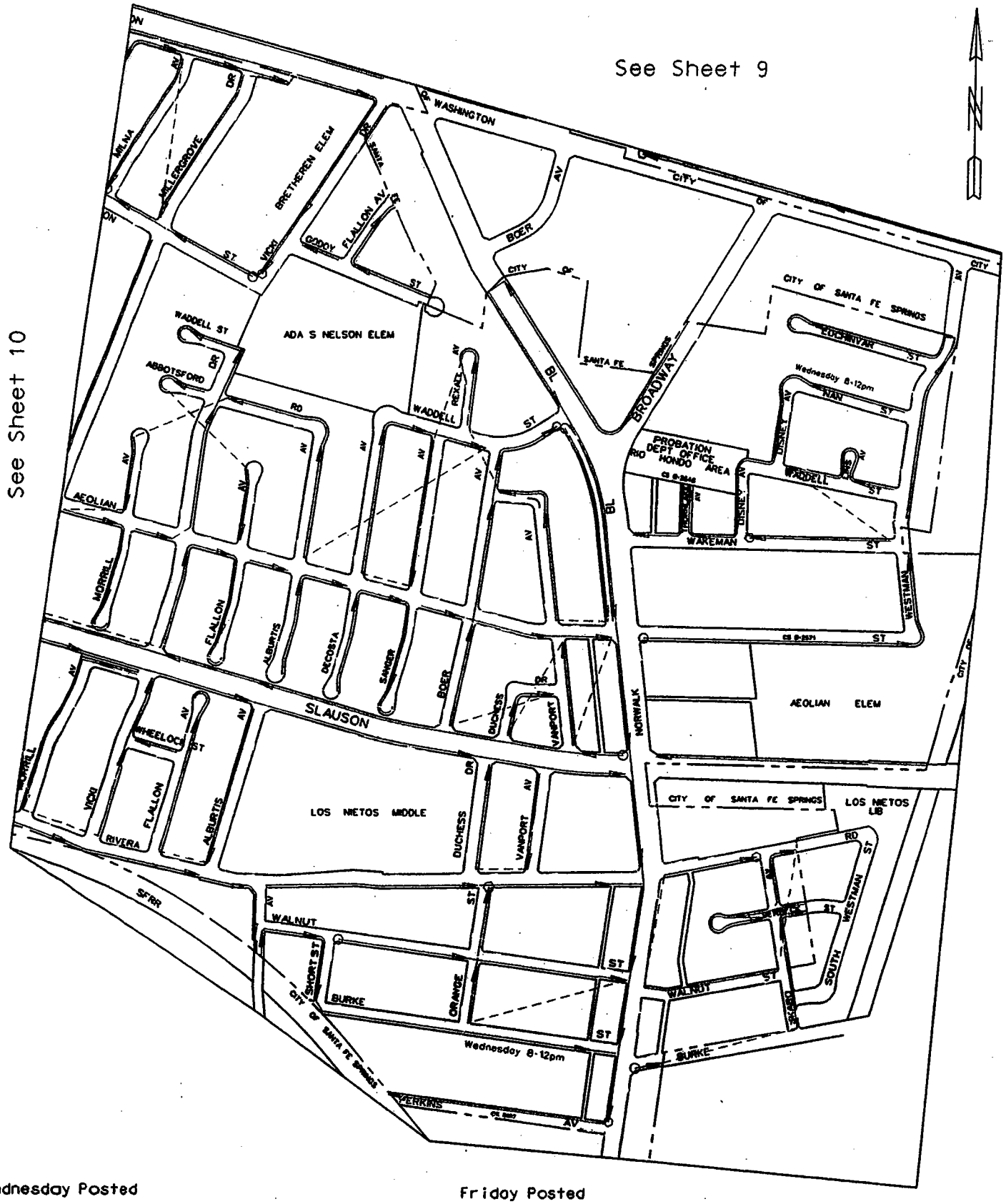

Wednesday Posted

Friday Posted

Thursday Posted

Tuesday Posted

PROJECT NAME	WEST WHITTIER STREET SWEEPING					PROJECT I.D. NO. RMD4106003	
PROJECT ENGINEER	S. PATEL	C.E. NO C 58158	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 706-G1	FILENAME SWEEP-11	SCALE NONE	SHEET 11 OF 14

ALLEYS

(TO BE SWEPT EVERY WEEK)

ALLEY LOCATION	LIMITS	PASS MILES
Alley E/o Broadway	Alley N/o Hadley Street / Alley S/o Whittier Boulevard	0.25
Alley E/o Broadway	Bexley Drive / Keith Drive	0.30
Alley E/o Danby Avenue	Choisser Street / Pioneer Boulevard	0.29
Alley E/o Gretna Avenue	Washington Blvd / Alley N/o Washington Blvd	0.06
Alley E/o Norwalk Boulevard	Alley N/o Washington Boulevard / Flory Street	0.53
Alley E/o Norwalk Boulevard	BURKE Street / WALNUT Street	0.09
Alley E/o Norwalk Boulevard	Wakeman Street / 220' N/o Wakeman Street	0.08
Alley E/o Norwalk Boulevard	Walnut Street / Rivera Road	0.19
Alley E/o Norwalk Boulevard	400' S/o Balfour Street / Alley N/o Mines Boulevard	0.76
Alley E/o Pioneer Boulevard	Orchard Avenue / Orange Drive	0.20
Alley E/o Pioneer Boulevard	Washington Blvd / 1320' N/o Washington Blvd	0.50
Alley E/o Pioneer Boulevard	850' S/o Holbrook Street / Holbrook Street	0.32
Alley E/o Sorensen Avenue	Greyford Street / Lambert Road	0.24
Alley N/o Hadley Street	Broadway / Alley S/o Whittier Boulevard	0.47
Alley N/o Mines Boulevard	Alley E/o Norwalk Boulevard / Glengarry Avenue	0.45
Alley N/o Mines Boulevard	Alley W/o Duchess Drive / Duchess Drive	0.10
Alley N/o See Drive	Alley S/o Hadley Street / Gretna Avenue	0.12
Alley N/o Washington Boulevard	Alley E/o Pioneer Boulevard / Danby Avenue	0.04
Alley N/o Washington Boulevard	Alley W/o Pioneer Boulevard / Pioneer Boulevard	0.05
Alley N/o Washington Boulevard	Gretna Avenue / Alley E/o Gretna Avenue	0.06
Alley N/o Washington Boulevard	Norwalk Boulevard / Alley E/o Norwalk Boulevard	0.05
Alley N/o Washington Boulevard	120' W/o Vanport Avenue / Broadway	0.14
Alley S/o Hadley Street	Keith Drive / Prather Avenue	0.55
Alley S/o Holbrook Street	Pioneer Boulevard / Alley E/o Pioneer Boulevard	0.06
Alley S/o Mines Boulevard	Lynalan Avenue / Chatfield Avenue	0.25
Alley S/o Mines Boulevard	Cully Avenue / Broadway	0.83
Alley S/o Rincon Drive	Western Avenue / Gretna Avenue	0.31
Alley S/o See Drive	Alley E/o Broadway / Alley N/o Hadley Street	0.16
Alley S/o See Drive	Alley S/o Hadley Street / Gretna Avenue	0.27
Alley S/o Slauson Avenue	400' W/o Danby Avenue / 420' E/o Danby Avenue	0.31

Alley S/o Whittier Boulevard	Alley W/o Broadway / Hadley Street	0.50
Alley S/o Whittier Boulevard	160' W/o Redman Avenue / Redman Avenue	0.06
Alley S/o Whittier Boulevard	Pioneer Boulevard / 150' E/o Pioneer Boulevard	0.06
Alley W/o Broadway	Alley N/o Washington Blvd / Alley S/o Mines Boulevard	0.87
Alley W/o Broadway	Mines Boulevard / Alley S/o Whittier Boulevard	0.13
Alley W/o Duchess Drive	Mines Boulevard / Alley N/o Mines Boulevard	0.05
Alley W/o Norwalk Boulevard	Coolhurst Drive / 300' N/o Coolhurst Drive	0.11
Alley W/o Norwalk Boulevard	Loch Avon Drive / Pleasant Way	0.30
Alley W/o Norwalk Boulevard	Perkins Avenue / Rivera Road	0.39
Alley W/o Norwalk Boulevard	Rose Hedge Drive / Reichling Lane	0.15
Alley W/o Norwalk Boulevard	Slauson Avenue / Aeolian Street	0.17
Alley W/o Pioneer Boulevard	Obregon Street / 400' N/o Obregon Street	0.15
Alley W/o Pioneer Boulevard	Rivera Road / 500' N/o Rivera Road	0.19
Alley W/o Pioneer Boulevard	Waddell Street / 540' N/o Waddell Street	0.20
Alley W/o Pioneer Boulevard	Washington Boulevard / Alley N/o Washington Boulevard	0.32
Alley W/o Pioneer Boulevard	380' S/o Bartley Avenue / Bartley Avenue	0.14
	TOTAL PASS MILES:	11.86

CURBED MEDIANS

(TO BE SWEPT EVERY WEEK)

STREET NAME	LIMITS	SIDE	CURB MILES
Bradwell Avenue	Saragosa Street/100' N/o Saragosa Street	B/S	0.04
Broadway	Norwalk Boulevard/60' N/o Norwalk Boulevard	B/S	0.03
Norwalk Boulevard	Broadway/100' N/o Broadway	B/S	0.04
Obregon Street	San Gabriel River Fwy/50' E/o San Gabriel River Fwy	B/S	0.03
Pioneer Boulevard	Washington Boulevard/Slauson Avenue	B/S	0.98
Slauson Avenue	300' W/o Sal Avenue/Danby Avenue	B/S	0.63
Sorensen Avenue	Washington Boulevard/300' N/o Washington Boulevard	B/S	0.11
Washington Boulevard	300' W/o San Gabriel River Fwy/200' E/o Pioneer Blvd	B/S	0.37
Washington Boulevard	Broadway/Appledale Avenue	N/S	0.74
	TOTAL CURB MILES:		2.94

SUMMARY OF CURB AND PASS MILES

TYPE	MILES
Streets and Highways	99.74
Raised Curbed Medians	2.97
Paved Alleys	11.86
TOTAL MILES:	114.57

NOTE: ALL CURBED PUBLIC STREETS INCLUDING CURBED MEDIANS AND ALLEYS FOUND ON SHEETS 2 THROUGH 11 ARE TO BE SWEPT WEEKLY. ALLEYS ARE SWEPT ON TUESDAY.

SWEEPING MILES SCHEDULE

	CURB AND MEDIANS	ALLEYS
MONDAY	22.89	
TUESDAY	14.59	11.86
WEDNESDAY	20.29	
THURSDAY	21.17	
FRIDAY	23.77	
	102.71	11.86
TOTAL MILES	**114.57**	

PROJECT NAME	WEST WHITTIER STREET SWEEPING					PROJECT I.D. No. RMD4106003	
PROJECT ENGINEER	S. PATEL	C.E. NO. C 58158	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION – DISTRICT 4	T.G. NONE	FILENAME SWEEP-14	SCALE NONE	SHEET 14 OF 14

EXHIBIT F

FUEL PRICE ADJUSTMENTS

IF CONTRACTOR PURCHASES FUEL AT MARKET PRICES AT TIME OF PROPOSAL:

The Director may adjust 12 percent of the unit rate of compensation set forth in Form PW-2, 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> for Gasoline - All Grades (Regular) for California, and at <http://tonto.eia.doe.gov/dnav/pet/pet_pri_prop_dcu_r50_m.htm> for Propane (LPG) using West Coast (PADD 5) "Sales For Resale," as appropriate to the vehicle used, beginning on the month of this Contract's start date and thereafter at each successive six month interval (interval may differ), 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 three months preceding the proposal submission date and the fuel price published three months preceding each effective date of the adjustment.

However, when the percentage increase or decrease in the fuel price is less than 5 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 unit rate of compensation to establish the adjusted unit 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 providing these services and the Contractor shall provide records pertaining to its fuel costs upon the County's request.

IF THE CONTRACTOR HAS A LONG TERM AGREEMENT TO PURCHASE FUEL AT A FIXED PRICE FOR A MULTI-YEAR PERIOD AT TIME OF PROPOSAL:

The Director may adjust 12 percent of the unit rate of compensation set forth in 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.

FUEL PRICE ADJUSTMENTS

However, when the percentage increase or decrease in the fuel price is less than 5 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 unit rate of compensation to establish the adjusted unit 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.

EXHIBIT G

SAMPLE CALCULATION OF THE FUEL ADJUSTMENT

Purchasing Fuel at Market Prices

Following sample data will be used to calculate sample calculation of fuel adjustment
Unit Rate from PW-2, Schedule of Prices: $15.00
Proposal due date: February 2007
Contract start date: July 2007

Fuel Adjustment (FA) Component for Propane price:

Propane (On-Highway) - May 2007	245.02 cents per gallon
Propane (On-Highway) - April 2007	293.23 cents per gallon
Percent change in Propane (On-Highway)	19.7% increase

Adjusted Unit Rate (FA component):
= (12% of unit rate)* x (Percent change in Propane Price)
= [(12%) x ($15.00)] x (19.7%)
= ($1.80) x (19.7%)
= $0.35 Fuel Adjustment (increase)

Adjusted Unit Rate for July 2007
$15.00 + $0.35 = $15.35

Purchasing Fuel Under Long-Term Fuel Supply Agreement

Following sample data will be used to calculate sample calculation of fuel adjustment
Unit Rate from PW-2, Schedule of Prices: $15.00
Proposal due date: February 2007 (Long-Term Fuel Price: $2.00 per gallon)
Contract start date: July 2007
Renegotiation of Fuel Price: September 2007 (renegotiated price is $2.25 per gallon)

Fuel Adjustment (FA) Component for Contract price:

February 2007	200.00 cents per gallon
Renegotiated Price in September 2007	225.00 cents per gallon
Percent change in Diesel (long-term price)	12.5% increase

Adjusted Unit Rate (FA component):
= (12% of unit rate) x (Percent change in price)
= [(12%) x ($15.00)] x (12.5%)
= ($1.80) x (12.5%)
= $0.23 Fuel Adjustment (increase)

Adjusted Unit Rate for September 2007
$15.00 + $0.23 = $15.23

Nationwide Environmental Services®

Division of Joe's Sweeping, Inc.

Sweeping Since 1968

11914 Front Street • Norwalk, California 90650

(562) 860-0604 • (800) 222-5637

Fax (562) 868-5726 • info@nes-sweeping.com

www.nes-sweeping.com

PROPOSAL

FOR

STREET SWEEPING SERVICES

IN THE

COUNTY OF LOS ANGELES

FOR 5 LOCATIONS
(2007-PA006)

DUE DATE: FEBRUARY 26, 2007 @ 5:00 P.M.

SUBMITTED BY:

NATIONWIDE ENVIRONMENTAL SERVICES
DIVISION OF JOE'S SWEEPING, INC.
11914 FRONT STREET
NORWALK, CA 90650
(562) 860-0604

Nationwide Environmental Services
Division of Joe's Sweeping, Inc.

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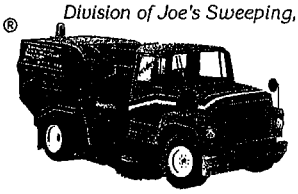
Nationwide Environmental Services®

Division of Joe's Sweeping, Inc.



February 26, 2007

Ms. Leslie Schenk
Administration
County of Los Angeles
900 S. Fremont Avenue
Alhambra, CA 91803

Re: Street Sweeping Proposal

Dear Ms. Schenk:

Please allow us the opportunity to introduce Nationwide Environmental Services (NES), ***one of the first certified street sweeping contractors in the nation.*** We have been providing street sweeping services to over 40 municipalities in the Southern California regions since 1968, including various locations in the County of Los Angeles. As a division of Joe's Sweeping, Inc., NES pledges to continue to provide the excellent and professional service that, historically, has been proven to be our company's most distinguishing attribute.

NES understands the requirements of the RFP and is committed to providing quality street sweeping services utilizing state-of-the-art equipment with a dedicated staff to ensure a clean, healthy and safe environment.

NES is interested in exploring the feasibility of contracting sweeping services with the County of Los Angeles and hopes the attached proposal will give the County staff a clear view of how our Company provides quality services.

If you have any questions, please feel free to contact the following authorized individuals:
Never Samuelian/President, Joe Samuelian/Vice-President and Ani Samuelian/Director
11914 Front Street, Norwalk, CA 90650
Ph. (562) 860-0604 • Fax (562) 868-5726 • Email: ani@nes-sweeping.com

Thank you for your consideration.

Sincerely,

Never Samuelian
President

COMPANY BACKGROUND

Nationwide Environmental Services (NES), a division of Joe's Sweeping, Inc., was founded in 1968 by Joe Samuelian to provide parking lot sweeping services. Joe's mission statement at the time was "To provide quality sweeping services utilizing the latest state-of-the-art equipment and creating the highest level of customer service available." From a single sweeper company to a fleet of more than 70 sweeping and cleaning vehicles, serving over 40 municipalities, that mission statement is as true today as it was over 35 years ago.

Our extensive fleet of sweeping and cleaning vehicles continues to maintain municipalities, residential communities (HOA), business parks, parking facilities, construction sites, and various unified school districts. Our current contracts cover street sweeping services within the greater Los Angeles area, and the surrounding areas of Orange County, Ventura, San Bernardino, and Riverside with populations ranging from 10,000 to 200,000.

Our high level of customer service along with our reputation of providing quality services has been acknowledged by WorldSweeper.com who has featured NES as the 'Contractor of the Month' for December 2006. NES was selected from over 5,000 U.S. sweeping contractors. In addition, NES was one of the first sweeping companies to attain the status of Certified Sweeping Contractor in the nation through the north american Power Sweeping association (naPSa). (See Additional Information)

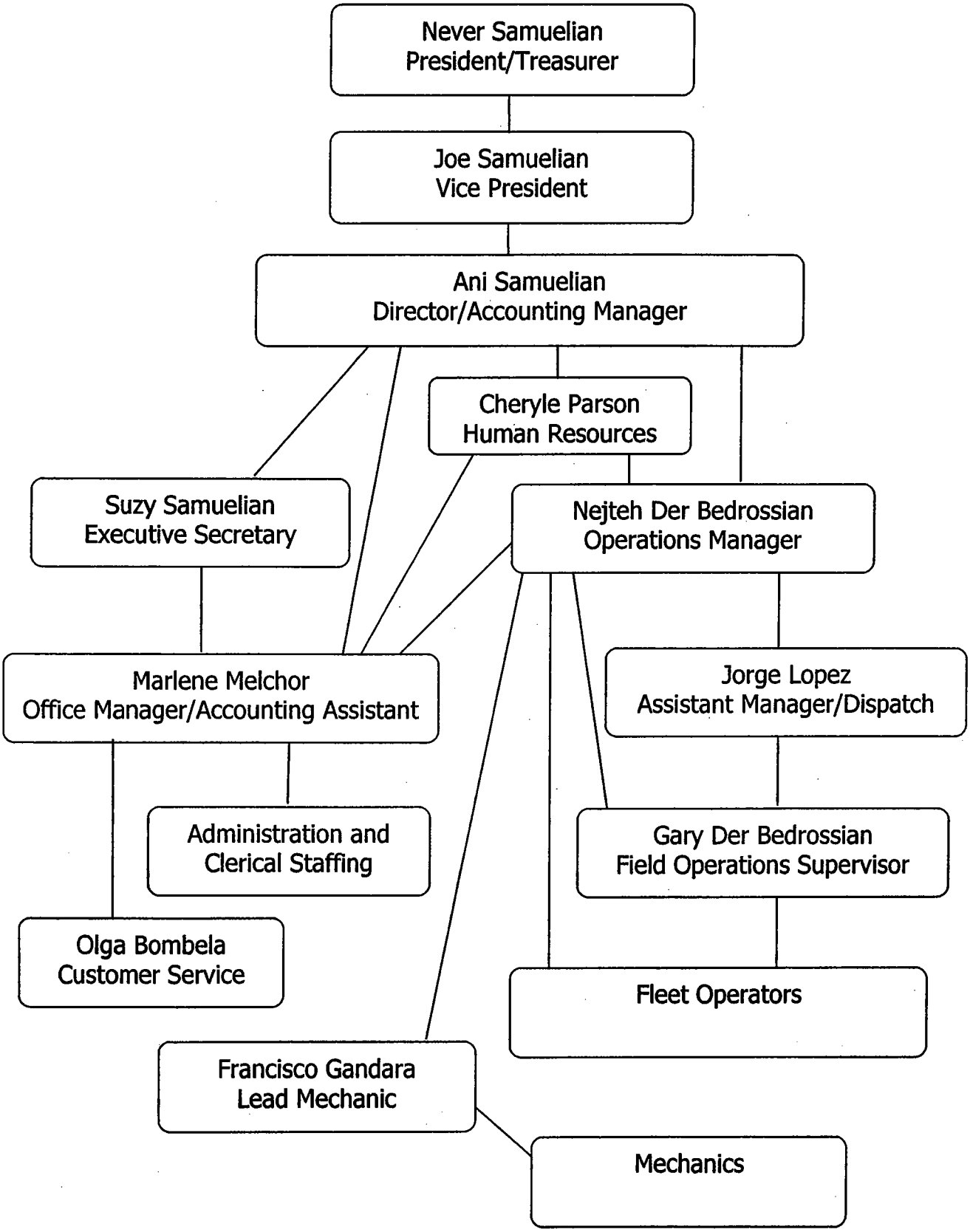
Our clean, efficient street sweeping services enhance a community's appearance. NES provides consistent and thorough sweeping services, thereby, ensuring a cleaner environment in which to reside and work. This type of environment promotes community pride and helps increase property values.

At NES we realize the importance of a clean and dependable fleet. Our vehicles are routinely cleaned and inspected which allows us to consistently present a positive image. Our truck mechanics are highly qualified and every driver is a trained professional. Everyone at NES is dedicated to keeping our fleet on the road and on time. Our motto is "Service First," which ensures, you the client, when a NES truck is in your community it is serious about keeping your community clean.

Our dedicated staff is committed to serving the community in the most environmental, safe, and efficient manner possible. We take great pride in our fleet and we make certain our customers and residents are satisfied with our sweeping performance.

Nationwide Environmental Services
Division of Joe's Sweeping, Inc.

ORGANIZATIONAL CHART



EXPERIENCE

NES is currently under contract with over 40 municipalities in which six are street sweeping contracts with the County of Los Angeles. Furthermore, NES is the current street sweeping contractor for South Whittier, West Whittier, Marina Del Rey and Valinda/Hacienda Heights; therefore, NES is well aware of the scope of services in these areas.

NES employs a state-of-the-art 24 hours-a-day dispatch service should the need for re-sweeping or emergency requests arise. Moreover, NES has a fleet of over 70 sweeping and cleaning vehicles which are in excellent condition and maintained on a daily basis.

NES employs a staff of over 60 street sweeper operators which are experienced and dedicated in keeping the environment clean and free of debris. Our employees wear company issued uniforms, which we believe is just one step to preventing possible injury due to loose or unacceptable clothing attire. It is our company's policy to provide our employees with proper safety training, therefore, all employees attend regularly scheduled company safety meetings to ensure proper safety standards are being met for a safe work place. To assist NES in employee communication, all employees are equipped with digital two-way radios which allows NES the capability of communicating with its employees at any given time, thus, allowing NES to respond promptly to events and possible emergencies. NES meets all the regulatory requirements of all Federal, State and Local laws.

All company managers and supervisors have been employed with NES for over 15 years. They understand the importance of quality work and they make sure each and every employee is well trained to provide excellent services to our customers. Moreover, we schedule group and individual meetings on a regular basis to evaluate our employees' performances and discuss any issues that need to be addressed.

PERSONNEL

NES maintains a drug-free workplace and employs a staff of over 60 sweeper operators including back-up personnel. This method of employing back-up sweeper operators allows NES to manage personnel changes without sacrificing the quality of service to any one of our customers.

At NES, employees are trained and competent to assure quick response along with professional services. Nonetheless, employees are knowledgeable about correct sweeping practices; therefore, they sweep each route according to the contract specifications and provide high quality services, *a basic standard of NES.*

NES provides 24/7 on-call street sweeping dispatch services, thus allowing us to respond immediately to emergencies or requests for service. Our customer service representatives offer immediate action to requests and complaints with follow-up responses within minutes. Employees are equipped with digital two-way radios which allows NES the capability of communicating with its employees.

NES has been known for its remarkable quality of service and stands above all others in the industry by providing excellent customer service. Ani Samuelian/Director and Nejteh Der Bedrossian/Operations Manager will manage and supervise the street sweeping contracts with the County of Los Angeles. Both individuals are highly trained and experienced in maintaining the highest level of customer service by focusing on guaranteed satisfaction. This experience is enhanced by their many years and excellent skills in the fields of marketing and customer service. Together their goal is to provide immediate response to service requests, billing or contract issues. Currently, both individuals oversee and administer over 40 street sweeping contracts in the Southern California area.

Nationwide Environmental Services® Division of Joe's Sweeping, Inc.

STAFFING

Executive:

Never Samuelian	President/Treasurer
Joe Samuelian	Vice President
Ani Samuelian	Director/Accounting Manager
Suzy Samuelian	Executive Secretary

Administrative:

Cheryle Parsons	Human Resources
Marlene Melchor	Office Manager/Accounting Assistant
Olga Bombela	Customer Service
Clerical Personnel	

Operations:

Nejteh Der Bedrossian	Operations Manager
Jorge Lopez	Assistant Manager/Dispatch
Gary Der Bedrossian	Field Operations Supervisor
Fleet Service Operators	

Mechanics:

Javier Gandara	Lead Mechanic
Mechanics	

Nationwide Environmental Services® Division of Joe's Sweeping, Inc.

RESUME

JOE SAMUELIAN

Vice President

EMPLOYMENT HISTORY:

NATIONWIDE ENVIRONMENTAL SERVICES.....1968 to Present
(Founder and Vice-President)

Current Responsibilities: Oversee the planning and implementation of all company operations, goals, financials, programs and policies; contracts, insurance bonding, accounting, forecasting and reviewing of all company activities. Meet with clients and customers to assure the effectiveness of our operations and to establish a positive on-going working relationship. Analyze new procedures and equipment available to improve operations giving authority and approval to management staff to purchase major equipment. Participate in weekly meetings to research, plan and provide positive input in regard to the operations of the company and evaluate quality, efficiency and effectiveness of the overall operation.

PROFESSIONAL SKILLS: Multi-lingual: English, Spanish, Armenian, Arabic, Turkish

EDUCATION:

Aleppo College. Aleppo, Syria.
Course of study included: Business Management
Contractors State License Board:
Lic. #600689
Class: B, C33

AFFILIATIONS:

L.A. Chapter Maintenance Superintendents Association
north american Power Sweeping association (naPSa)

Nationwide Environmental Services® Division of Joe's Sweeping, Inc.

RESUME

ANI SAMUELIAN
Director

EMPLOYMENT HISTORY:

NATIONWIDE ENVIRONMENTAL SERVICES . . . . . 1994 to Present

2004. . . . .Director
2000. . . . .Administrator
1995. . . . .Human Resources
1994. . . . .Accounting

Current Responsibilities: Oversee daily operations; contract management; accounts payable/receivable/payroll. Assist in establishing effective company goals and evaluate all insurance and bonding policies and procedures. Responsible for developing and implementing marketing strategies. Provide adequate communication with staff to identify problems and coordinate corrective action plans. Coordinate with department heads to facilitate efficient management functions. Participate in weekly meetings to discuss daily operations performance, regulatory issues, client concerns and company policies and procedures. Responsible for ensuring compliance of all State and Federal laws and regulations. Oversee Human Resources and Public Relations.

PROFESSIONAL SKILLS: Bilingual: English and Armenian

EDUCATION: Southern California College of Business & Law.

AFFILIATIONS: L.A. Chapter Maintenance Superintendents Association
north american Power Sweeping association (naPSa)

Nationwide Environmental Services Division of Joe's Sweeping, Inc.

RESUME

NEJTEH DER BEDROSSIAN

Operations Manager

EMPLOYMENT HISTORY:

NATIONWIDE ENVIRONMENTAL SERVICES .....1987 to Present

1995 ....Operations Manager
1993 ....Assistant Operations Manager
1987 ....Sweeper Operator

Current Responsibilities: Oversee and supervise the daily operations of the plant. Responsible for organizing daily service routes and schedules for an effective operation; managing disposal operations; monitoring and inspecting field operations; project point liaison for emergency callouts or request for services; monitors and reviews GPS tracking system reports. Oversee and supervise the daily maintenance and cleanliness of all vehicles. Perform cost comparison analysis to determine the most efficient and cost effective way to provide services to our clients. Responsible for inventory control of the plant and purchases for maintaining an effective operation. Participate in weekly meetings to discuss daily operations performance, regulatory issues, client concerns and company policies and procedures. Responsible for ensuring compliance of all State and Federal laws and regulations.

PROFESSIONAL SKILLS: Multi-lingual: English, Spanish, Armenian, Arabic, Turkish

EDUCATION: Rio Hondo College, Business Administration

AFFILIATIONS: L. A. Chapter - Maintenance Superintendents Association
north american Power Sweeping association (naPSa)

Work Description

Nationwide Environmental Services (NES) general work plan to meet street sweeping requirements for Azusa/Covina/Claremont, South Whittier, West Whittier, Marina Del Rey, and Valinda/Hacienda Heights incorporates a well-managed administration and operational structure supported by interdepartmental team work. NES' operations manager will meet with County representatives to examine and evaluate the sweeping schedule according to contract specifications and schedules.

NES will sweep all public streets, paved alleys and curbed medians within the Project limits as indicated in Exhibits E.1 through E.4. Our primary objective is to remove all leaves, paper, dirt, rocks, glass, bottles, cans and other debris to ensure free flow of water in the gutter and to maintain streets in a state of cleanliness. NES provides consistent and thorough sweeping services, thereby, ensuring not only a cleaner environment in which to reside and work, but additionally, assists communities in diverting debris from storm drain systems. The diversion of debris is an important step in meeting NPDES (National Pollutant Discharge Elimination System) mandates.

Furthermore, employees are experienced, trained and expected to make a "Clean Sweep" (i.e., passes required to eliminate debris from all areas) of all streets. Employees fully understand their responsibilities and debris not picked up by the street sweeper will be hand swept by the driver before leaving the area. Employees will be driving at speeds of not more than six miles per hour in Azusa/Covina/Claremont, Valinda/Hacienda Heights, Marina Del Rey and not more than eight miles per hour in South and West Whittier.

All debris and refuse collected from street sweeping will be hauled to a legally established disposal facility at no additional cost to the County. NES will furnish all water necessary for sweeping operations to minimize dust.

Parking Lot Sweeping – Marina Del Rey

In addition to sweeping streets, curbed medians and paved alleys, NES will also sweep public parking lots operated by the County of Los Angeles Department of Beaches and Harbors in Marina Del Rey (designated as parking lots 1 through 19). Sweeping speed in the parking lots will not exceed six miles per hour.

Work Schedule

Upon award, NES will prepare a complete sweeping schedule for all locations and will submit the schedule to the contract manager for approval. The schedule will include the curb miles, paved alley miles, alleys and the medians to be swept as well as the daily starting time. In addition, NES will submit a route map showing streets, alleys and medians to be swept each day and will adhere to the following guidelines:

1. Streets that have parking restrictions will be swept only during the posted day and hour.
2. Streets will not be swept on the same day as trash pick-up. Whenever feasible, sweeping will be performed the day after trash pick-up, except one to days after trash pick-up for Valinda/Hacienda Heights.
3. Streets adjacent to schools and commercial developments will be swept prior to 7:00 a.m. or such time as daily public activities start.
4. Streets adjacent to apartments, condominiums or other areas where all night street parking is prevalent will be swept after 8:00 a.m.
5. Major highways will not be swept during peak traffic hours.
6. Residential areas will not be swept prior to 7:00 a.m. or after 3:30 p.m.
7. Street sweeping will be scheduled so that both sides of a street are not swept in the same day, unless the Contract Manager directs us to do so.

Alternate Day Sweeping

Streets in Valinda/Hacienda Heights, Azusa/Covina/Claremont and West Whittier will be swept on an alternate day sweeping schedule. NES will sweep 2 sides of a street on 2 separate and consecutive days.

Within 30 days after notification of award, NES will provide a finalized and working alternate day sweeping schedule at no additional cost to the County.

Inspection/Quality Control

Upon award, NES will designate a primary and alternative Quality Control Representative to implement a quality control plan. The representative will routinely inspect and monitor the work to ensure compliance with the plans, specifications and approved sweeping schedules.

Employees are required to complete detailed daily logs which are reviewed by management. Moreover, supervisors are in the field everyday to monitor and inspect the sweeping performance of each vehicle and driver. Weekly management meetings are scheduled with the executive staff to ensure optimum coordination and address and resolve any concerns.

Equipment Compliance, Laws and Regulations

NES is in compliance with all applicable laws and regulations, including, but not limited to all Air Quality Management District (AQMD) regulations. All equipment utilized for sweeping services are compliant with AQMD Rules 1186 and 1186.1. In the event of a mechanical breakdown of an alternate-fuel street sweeper, NES will comply with AQMD Rule 430.

Street sweepers are maintained daily, both mechanically and in appearance. All street sweepers will be clearly marked with our company name, phone number and vehicle number. Sweeper operators will be equipped with two-way radios and cellular phones.

In addition, all street sweepers will be equipped with GPS tracking systems (Teletrac) which will be capable of reporting real time data.

Reports

NES will submit reports to the Contract Manager on the second working day of each week for the previous week, indicating the following for each location:

1. Curb miles and paved alley miles swept each day.
2. Scheduled curb miles and paved alley miles swept and areas missed.
3. When missed areas were swept.
4. Number of complaints received each day.
5. Reasons scheduled sweeping was not performed or completed as scheduled.
6. Waste tonnage summary reports and copies of receipts.

Contractor's Representative

Before starting work, NES will designate, in writing, a representative and alternate representative who will have authority to act on behalf of the company. All company representatives will be able to speak, read and write the English language.

Additional Sweeping/Inclement Weather/Holidays

NES will provide additional sweeping of any street and alley within the areas shown on the plans at any time when ordered by the Contract Manager. The additional sweeping will be invoiced at the price per curb mile or paved alley mile, as appropriate. The method of payment may be determined by the Contract Manager.

If inclement weather prevents adherence to the regular sweeping schedule for two days or less in a given week, NES will sweep the affected areas prior to the next sweeping schedule, if ordered by the Contract Manager.

When a holiday or observance as specified in the Government Code of the State of California occurs on a regular scheduled sweeping day and the subject sweeping area is not swept, upon approval from the Contract Manager, NES will sweep the affected areas within two working days of the regular scheduled sweeping day without interruption of the regular sweeping schedule.

City Incorporation

In the event any areas to be swept under this contract attain incorporation as a City, NES will continue to sweep the streets and alleys shown on the contract plans at the contract's unit price per curb mile until the termination date of the contract or as directed by the County.

Communication and Complaints

NES will provide the County with a telephone answering service and a toll free telephone number, from 7:30 a.m. to 4:30 p.m., Monday through Friday, except legal holidays.

Complaints brought to our attention prior to 3:00 p.m. will be investigated and resolved that same day and complaints brought to our attention after 3:00 p.m. will be investigated and resolved before noon on the following day. In addition, sweeper operators are trained to contact the office at the end of their shift to determine if any complaints were logged; if so, the employee would immediately rectify the issue before returning to NES. Complaint forms will be filled out for each complaint including the steps taken to resolve the complaint.

Safety Requirements

NES will observe all applicable Cal/OSHA and Public Works safety requirements. In addition, NES will comply with all Federal, State, and local occupational safety regulations. NES will provide all safeguards, safety devices and protective equipment to provide a safe service area. A Project Safety Official who is familiar with NES' Injury and Illness Prevention Program and Code of Safe Practices will be assigned to the projects.

SUBCONTRACTORS

There will be no subcontractors used.

Nationwide Environmental Services® Division of Joe's Sweeping, Inc.

FINANCIALS

SEPARATE ENVELOPE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

06/01/2007

DATE (MM/DD/YY) 05/30/2006

PRODUCER
Lockton Insurance Brokers, Inc.
725 S. Figueroa Street, 35th Fl.
CA License #0714705
Los Angeles CA 90017
(213) 689-0065

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
1057827
Nationwide Environmental Svs.
DBA: Joe's Sweeping, Inc.
11914 Front Street
Norwalk CA 90650

INSURER A: U.S. Fire
INSURER B: St. Paul Fire & Marine Ins. Co.
INSURER C:
INSURER D:
INSURER E:

COVERAGES JOESW01 S5

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	5437101474	06/01/2006	06/01/2007	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	1337203557	06/01/2006	06/01/2007	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
	GARAGE LIABILITY [ ] ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ XXXXXXX $ XXXXXXX $ XXXXXXX
B	EXCESS LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] UMBRELLA FORM [X] RETENTION $ 10,000	QK04500050	06/01/2006	06/01/2007	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	4086902259	06/01/2006	06/01/2007	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
10 Day Notice of Cancellation for Non-Payment of Premium

CERTIFICATE HOLDER [ ] ADDITIONAL INSURED; INSURER LETTER: ____
2093851
Evidence of Insurance

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

Section A

1. Employees report to work at the beginning of their shifts at our office located at 11914 Front Street, Norwalk, CA 90650. Employees' shifts begin upon arrival to our office.
2. Employees are required to fill-in daily timecards which track their start times. In addition, we have supervisors around-the-clock to monitor employee start and finish times.
3. Employees are required to fill-in daily timecards which track their start and finish times. These timecards are maintained by our firm. Employees create their own timecards and turn them in on a biweekly basis to the manager. The manager reviews the employees' timecards for accuracy. The timecards are maintained in the employees' files and are used to create payroll. See Attached.
4. The timecards are filled-in by the employees and reviewed by the manager. The manager compares the timecard with his daily schedule. The employee and the manager both sign the timecard.
5. All employees are required to take lunch breaks if they work in excess of 6 hours. The employees are required to log in their lunch break on their timecard. In addition, all employees are required to take 15 minute rest periods for every 4 hours worked. All employees are required to sign a sheet on a biweekly basis acknowledging that they took their rest periods during the 2 week payroll cycle. The manager reviews each timecard to make sure each employee took a lunch break. In addition, the manager reviews the rest period signature sheet to make sure each employee took a rest break.

Section B

1. Employees are paid with computerized checks. The employees receive one check which has separate line items for straight time, overtime, and double time, if applicable. The checks include the following information: Employee Name, Employee ID, SS #, Payroll Period, Check Date, Hourly Straight Time Rate, Hourly Overtime Rate, Hourly Double Time Rate, Gross, Net, Hours Worked, Total Hours, Mandated Tax Deductions (SS, Med, Fed, State, SDI) and any garnishments, if applicable. See Attached.
2. N/A – Payroll is computerized.
3. Payroll is completed in-house on a computerized payroll program. Employee hours are taken from the timecard and manually inputted into the payroll software. An employee with different pay rates will have more than one pay rate field. The payroll administrator will input the hours for each job type next to the correct hourly rate field. If different jobs are performed during the payroll period, the manager will indicate County or Non-County job on the timecard.

4. Travel time is paid at the employees County Living Wage rate. If an employee works 3 hours on a County Living Wage contract and then travels one hour to another work location to work four hours where the pay rate is different than the County's Living Wage rate the employee is paid the County Living Wage rate for the travel time. If an employee works three hours at a work location under a County Living Wage contract and then travels one hour to another work location to work four hours, the employee is paid the County Living Wage rate.
5. Overtime is calculated at 1½ times the straight time rate. If an employee has multiple wage rates and works overtime, the employee will be paid 1½ times of the rate which led him/her into the overtime.

N.E.S Employee Name: _____

Pay Period: February 5, 2007 - February 18, 2007

Week 1

Date		*Regular Hrs.*	*P. Wage Hrs*
Monday	In	6:00 AM	
02/05/07	Out	10:30 AM	
	In	11:00 AM	
	Out	4:30 PM	
		10:00	**0:00**
Tuesday	In	6:00 AM	
	Out	10:30 AM	
	In	11:00 AM	
	Out	4:30 PM	
		10:00	**0:00**
Wednesday	In	6:00 AM	
	Out	10:30 AM	
	In	11:00 AM	
	Out	4:30 PM	
		10:00	**0:00**
Thursday	In	5:00 AM	
	Out	10:30 AM	
	In	11:00 AM	
	Out	4:30 PM	
		11:00	**0:00**
Friday	In	6:00 AM	
	Out	10:30 AM	
	In	11:00 AM	
	Out	5:30 PM	
		11:00	**0:00**
Saturday	In		
	Out		
	In		
	Out		
		0:00	**0:00**
Sunday	In		
	Out		
		0:00	**0:00**

Reg Hours 40:00:00
Reg Overtime Hrs. 12:00:00
Total Hours 52:00:00

Prevailing Wage Hrs. _____
Prev. Wage Overtime Hrs. _____
Total P.W. Hrs. 0:00:00

Grand Total Reg. 80:00:00

Grand Total PW 0:00:00

Employee Signature

Week 2

Date		*Regular Hrs.*	*P. Wage Hrs.*
Monday	In	6:00 AM	
02/12/07	Out	10:30 AM	
	In	11:00 AM	
	Out	4:30 PM	
		10:00	**0:00**
Tuesday	In	5:00 AM	
	Out	10:30 AM	
	In	11:00 AM	
	Out	4:30 PM	
		11:00	**0:00**
Wednesday	In	5:00 AM	
	Out	10:30 AM	
	In	11:00 AM	
	Out	4:30 PM	
		11:00	**0:00**
Thursday	In	5:00 AM	
	Out	11:00 AM	
	In	12:00 PM	
	Out	5:00 PM	
		11:00	**0:00**
Friday	In	6:00 AM	
	Out	10:30 AM	
	In	11:00 AM	
	Out	4:30 PM	
		10:00	**0:00**
Saturday	In		
	Out		
	In		
	Out		
		0:00	**0:00**
Sunday	In		
	Out		
		0:00	**0:00**

Reg Hours 40:00:00
Reg Overtime Hrs. 13:00:00
Total Hours 53:00:00

Prevailing Wage Hrs. _____
Prev. Wage Overtime Hrs. _____
Total P.W. Hrs. 0:00:00

Grand Total O/T 25:00:00

Grand Total PW O/T 0:00:00

Manager Signature

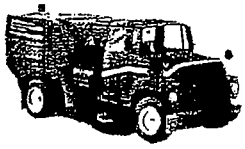
NATIONWIDE ENVIRONMENTAL SERVICES

Employee ID:
Social Sec #

	This Check	Year to Date		Hours	Rate	Total
Gross			Regular			
Fed_Income			Overtime			
Soc_Sec						
Medicare						
State						
SDI						

Net Check: Total

Pay Period Beginning: Check Date:
Pay Period Ending: Check Number:



Nationwide Environmental Services
A Division of Joe's Sweeping, Inc.

11914 FRONT STREET, NORWALK, CA 90650 • (562) 860-0504 • FAX (562) 868-5726

BANK OF ORANGE COUNTY
NORWALK, CA 90650-2971
90-3795-1222

PAY

DATE AMOUNT

TWO SIGNATURES REQUIRED OVER $5,000

TO THE ORDER OF:

MP

MP

FORM PW-1

VERIFICATION OF PROPOSAL

DATE: Feb. 26, 2007 | **THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:**

1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.

2. NAME OF SERVICE: STREET SWEEPING

DECLARANT INFORMATION

3. NAME OF DECLARANT: Never Samuelian

4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER(S).

5. MY TITLE, CAPACITY, OR RELATIONSHIP TO THE PROPOSER(S) IS: President

PROPOSER INFORMATION

6. Proposer's full legal name: Joe's Sweeping, Inc. | Telephone No.: (562) 860-0604

Address: 11914 Front Street, Norwalk, CA 90650 | Fax No.: (562) 868-5726

e-mail: ani@nes-sweeping.com | County WebVen No.:50587701 | IRS No.: 95-4251996 | Business License No.:103960

7. Proposer's fictitious business name(s) or dba(s) (if any): Nationwide Environmental Services & JNL Building Services

County(s) of Registration: Los Angeles County | State: California | Year(s) became DBA: 1990 & 1996

8. The Proposer's form of business entity is (CHECK ONLY ONE):

☐ Sole proprietor	Name of Proprietor:		
☒ A corporation:	Corporation's principal place of business: 11914 Front Street, Norwalk, CA 90650		
	State of incorporation: California		Year incorporated: 1989
☐ Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts	President/CEO:		
	Secretary:		
☐ A general partnership:	Names of partners:		
☐ A limited partnership:	Name of general partner:		
☐ A joint venture of:	Names of joint venturers:		
☐ A limited liability company:	Name of managing member:		

9. The only persons or firms interested in this proposal as principals are the following:

Name(s) Never Samuelian	Title President	Phone (562) 860-0604	Fax (562) 868-5726
Street 11914 Front Street	City Norwalk	State California	Zip 90650
Name(s) Joe Samuelian	Title Vice President	Phone (562) 860-0604	Fax (562) 868-5726
Street 11914 Front Street	City Norwalk	State California	Zip 90650

10. Is your firm wholly or majority owned by, or a subsidiary of another firm? ☒ No ☐ Yes
If yes, name of parent firm: _____
State of incorporation/registration of parent firm: _____

11. Has your firm done business under any other name(s) within the last five years? ☒ No ☐ Yes If yes, please list the other name(s):
Name(s): _____ Year of name change: _____.
Name(s): _____ Year of name change: _____.

12. Is your firm involved in any pending acquisition or merger? ☒ No ☐ Yes
If yes, indicate the associated company's name: _____

13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.

14. CHECK ONE:
☒ (a) I am making these representations on my personal knowledge; **OR**
☐ (b) I am making these representations based on information and belief that they are true.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct.

Signature of Proposer or Authorized Agent: Never Samuelian | Date: February 26, 2007

Type name and title: Never Samuelian, President

FORM PW-2.1

SCHEDULE OF PRICES

STREET SWEEPING – AZUSA/COVINA/CLAREMONT

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment, supervision, and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

ITEM	DESCRIPTION	UNIT	ANNUAL QUANTITY	UNIT PRICE	ANNUAL PRICE
1	Sweeping of curbed streets.[1]	CURB MILES (CM)[2]	10,737.48	$34.38	$369,154.56
2	Sweeping of paved alleys.	PAVED ALLEY MILES (PM)[3]	26.52	$34.38	$911.76
				TOTAL ANNUAL PROPOSED PRICE	$370,066.32

LEGAL NAME OF PROPOSER Nationwide Environmental Services a division of Joe's Sweeping, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL [signature]		
TITLE OF AUTHORIZED PERSON President		
DATE February 26, 2007	STATE CONTRACTOR'S LICENSE NUMBER N/A	LICENSE TYPE N/A
PROPOSER'S ADDRESS: 11914 Front Street Norwalk, CA 90650		
PHONE (562) 860-0604	FACSIMILE (562) 868-5726	E-MAIL ani@nes-sweeping.com

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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) shall equal a swept path not less than 5 feet wide for a total length of 5,280 feet. (See Part I, Section 2. E, Services to be Performed)

3 A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet. (See Part I, Section 2. E, Services to be Performed)

FORM PW-2.2

SCHEDULE OF PRICES

STREET SWEEPING – SOUTH WHITTIER

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment, supervision, and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

ITEM	DESCRIPTION	UNIT	ANNUAL QUANTITY	UNIT PRICE	ANNUAL PRICE
1	Sweeping of curbed streets.[1]	CURB MILES (CM)[2]	13,732	$29.37	$403,308.84
2	Sweeping of paved alleys.	PAVED ALLEY MILES (PM)[3]	377	$29.37	$11,072.49
				TOTAL ANNUAL PROPOSED PRICE	$414,381.33

LEGAL NAME OF PROPOSER Nationwide Environmental Services a division of Joe's Sweeping, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL [signature]		
TITLE OF AUTHORIZED PERSON President		
DATE February 26, 2007	STATE CONTRACTOR'S LICENSE NUMBER N/A	LICENSE TYPE N/A
PROPOSER'S ADDRESS: 11914 Front Street Norwalk, CA 90650		
PHONE (562) 860-0604	FASCIMILE (562) 868-5726	E-MAIL ani@nes-sweeping.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) shall equal a swept path not less than 5 feet wide for a total length of 5,280 feet. (See Part I, Section 2. E, Services to be Performed)

3 A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet. (See Part I, Section 2. E, Services to be Performed)

FORM PW-2.3

SCHEDULE OF PRICES

STREET SWEEPING – WEST WHITTIER

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment, supervision, and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

ITEM	DESCRIPTION	UNIT	ANNUAL QUANTITY	UNIT PRICE	ANNUAL PRICE
1	Sweeping of curbed streets.[1]	CURB MILES (CM)[2]	5,342	$26.02	$138,998.84
2	Sweeping of paved alleys.	PAVED ALLEY MILES (PM)[3]	617	$26.02	$16,054.34
				TOTAL ANNUAL PROPOSED PRICE	$155,053.18

LEGAL NAME OF PROPOSER Nationwide Environmental Services a division of Joe's Sweeping, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL [signature]		
TITLE OF AUTHORIZED PERSON President		
DATE February 26, 2007	STATE CONTRACTOR'S LICENSE NUMBER N/A	LICENSE TYPE N/A
PROPOSER'S ADDRESS: 11914 Front Street Norwalk, CA 90650		
PHONE (562) 860-0604	FASCIMILE (562) 868-5726	E-MAIL ani@nes-sweeping.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) shall equal a swept path not less than 5 feet wide for a total length of 5,280 feet. (See Part I, Section 2. E, Services to be Performed)

3 A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet. (See Part I, Section 2. E, Services to be Performed)

FORM PW-2.4

SCHEDULE OF PRICES

STREET SWEEPING – MARINA DEL REY

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment, supervision, and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

ITEM	DESCRIPTION	UNIT	ANNUAL QUANTITY	UNIT PRICE	ANNUAL PRICE
1	Weekly and twice weekly sweeping of curbed streets[1] for the Department of Public Works.	CURB MILES (CM)[2]	1,664	$24.50	$40,768.00
2	Weekly sweeping of paved alleys for the Department of Public Works.	PASS MILES (PM)[3]	52	$24.50	$1,274.00
3	Twice weekly sweeping of curbed streets for the Department of Beaches and Harbors.	CURB MILES (CM)	988	$24.50	$24,206.00
4	Twice weekly sweeping of 0.5 mile paved alleys for the Department of Beaches and Harbors.	PASS MILES (PM)	52	$24.50	$1,274.00
5	Twice weekly sweeping of public Parking Lots[4] 1 to 10, 12, 14, 17, 18 and 19 for the Department of Beaches and Harbors.	1 SWEEPING OF SPECIFIED LOTS	104	$316.00	$32,864.00
6	Four times per week, sweeping of public Parking Lots 11, 13, and 16 for the Department of Beaches and Harbors.	1 SWEEPING OF SPECIFIED LOTS	208	$85.00	$17,680.00
7	Sweeping public Parking Lot 15 for the Department of Beaches and Harbors 6 times per week from second week of September to Memorial Day weekend.	1 SWEEPING OF SPECIFIED LOT	222	$31.50	$6,993.00
8	Sweeping public Parking Lot 15 for the Department of Beaches and Harbors once weekly on Tuesday from Memorial Day weekend through first week of September.	1 SWEEPING OF SPECIFIED LOT	15	$43.00	$645.00
				TOTAL ANNUAL PROPOSED PRICE	$125,704.00

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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) shall equal a swept path not less than 5 feet wide along curbed streets or medians for a total length of 5,280 feet (See Part I, Section 2. E, Services to be Performed).

3 A Pass Mile (PM) shall equal a swept path not less than 5 feet wide along uncurbed pavement for a total length of 5,280 feet (See Part I, Section 2. E, Services to be Performed).

4 Sweeping parking lots includes sweeping of curbed medians, the furnishing of water, and the proper disposal of all debris resulting from sweeping operations.

FORM PW-2.4

LEGAL NAME OF PROPOSER		
Nationwide Environmental Services a division of Joe's Sweeping, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
TITLE OF AUTHORIZED PERSON		
President		
DATE	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE
February 26, 2007	N/A	N/A
PROPOSER'S ADDRESS:		
11914 Front Street Norwalk, CA 90650		
PHONE	FACSIMILE	E-MAIL
(562) 860-0604	(562) 868-5726	ani@nes-sweeping.com

FORM PW-2.5

SCHEDULE OF PRICES

STREET SWEEPING – VALINDA/HACIENDA HEIGHTS

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment, supervision, and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

ITEM	DESCRIPTION	UNIT	ANNUAL QUANTITY	UNIT PRICE	ANNUAL PRICE
1	Sweeping of curbed streets.[1]	CURB MILES (CM)[2]	18,731.44	$26.04	$487,766.70
2	Sweeping of paved alleys.	PAVED ALLEY MILES (PM)[3]	43.68	$26.04	$1,137.43
				TOTAL ANNUAL PROPOSED PRICE	$488,904.13

LEGAL NAME OF PROPOSER Nationwide Environmental Services a division of Joe's Sweeping, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL [signature]		
TITLE OF AUTHORIZED PERSON President		
DATE February 26, 2006	STATE CONTRACTOR'S LICENSE NUMBER N/A	LICENSE TYPE N/A
PROPOSER'S ADDRESS: 11914 Front Street Norwalk, CA 90650		
PHONE (562) 860-0604	FACSIMILE (562) 868-5726	E-MAIL ani@nes-sweeping.com

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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) shall equal a swept path not less than 5 feet wide for a total length of 5,280 feet. (See Part I, Section 2. E, Services to be Performed)

3 A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet. (See Part I, Section 2. E, Services to be Performed)

FORM PW-3

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: Nationwide Environmental Services a division of Joe's Sweeping, Inc.		
Company Address: 11914 Front Street		
City: Norwalk	State: CA	Zip Code: 90650
Telephone Number: (562) 860-0604		
(Type of Goods or Services): Sweeping Services		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program Is Not Applicable to My Business

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Never Samuelian	President
Signature: Never Samuelian	**Date:** February 26, 2007

FORM PW-4

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: STREET SWEEPING SERVICES (2007-PA006)
SERVICE BY PROPOSER Street Sweeping Services
PROPOSAL DATE: February 26, 2007

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2002	2003	2004	2005	2006	Total	Current Year to Date
1. Number of contracts.	53	55	54	51	52	265	53
2. Total dollar amount of Contracts (in thousands of dollars).	5.9 Million	6.6 Million	7.0 Million	7.2 Million	7.2 Million	33.9 Million	1.2 Million
3. Number of fatalities.	None	None	None	None	None	None	None
4. Number of lost workday cases.	None	None	None	None	None	None	None
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	None	None	None	None	None	None	None
6. Number of lost workdays.	None	None	None	None	None	None	None

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Never Samuelian
Name of Proposer or Authorized Agent (print)

Signature

February 26, 2007
Date

FORM PW-5

CONFLICT OF INTEREST CERTIFICATION

I, Never Samuelian

- ☐ sole owner
- ☐ general partner
- ☐ managing member
- ☒ President, Secretary, or other proper title) _____

of Nationwide Environmental Services a division of Joe's Sweeping, Inc.
Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;

2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;

3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:

   (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or

   (b) Participated in any way in developing the contract of its service specifications; and

4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed _____ Date February 26, 2007

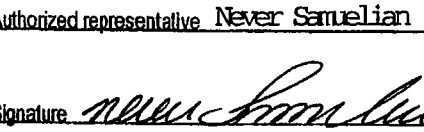
FORM PW-7

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name Nationwide Environmental Services a division of Joe's Sweeping, Inc.
Address 11914 Front Street, Norwalk, CA 90650
Internal Revenue Service Employer Identification Number 95-4251996

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	☒ YES ☐ NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	☒ YES ☐ NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	☒ YES ☐ NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	☒ YES ☐ NO

Proposer Nationwide Environmental Services a division of Joe's Sweeping, Inc.	
Authorized representative Never Samuelian	
Signature 	Date February 26, 2007

FORM PW-8

LIST OF SUBCONTRACTORS

The proposer is required to fill in the following blanks.

Subcontractors listed must be properly licensed under the laws of the State of California for the type of work which they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same work.

Name under which Subcontractor is licensed	License Number	Address	Specific Description of Subcontract work
N/A			

FORM PW-9

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and SBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Nationwide Environmental Services a division of Joe's Sweeping, Inc.
My County (WebVen) Vendor Number: 50587701

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☐ I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
☒ I AM	
☒	As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	☐ Sole	☐ Partnership	☒ Corporation	☐ Nonprofit	☐ Franchise
☐ Other (Please Specify):					
Total Number of Employees (including owners): 73					

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					2	
Hispanic/Latino			1	1	54	1
Asian or Pacific Islander						
American Indian						
Filipino						
White	1	1	2	1	7	2

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	40 %
Women	%	%	%	%	%	60 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
N/A					

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:	Title:	Date:
	President	February 26, 2007

FORM PW-10

GAIN/GROW EMPLOYMENT COMMITMENT

The undersigned:

☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and/or General Relief Opportunity for Work (GROW) employment programs.

OR

☒ declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN/GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature	Title President
Firm Name Nationwide Environmental Services a division of Joe's Sweeping, Inc.	Date February 26, 2007

FORM PW-12

CHARITABLE CONTRIBUTIONS CERTIFICATION

Nationwide Environmental Services a division of Joe's Sweeping, Inc.
Company Name

11914 Front Street, Norwalk, CA 90650
Address

95-4251996
Internal Revenue Service Employer Identification Number

N/A
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision or Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	(X)	( )
OR		
Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.	( )	(X)

Signature

February 26, 2007
Date

Never Samuelian / President
Name and Title (please type or print)

FORM PW-13

Statement of Equipment Form

THIS PAGE IS TO BE COMPLETED BY PROPOSER AND SUBMITTED TO THE COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

PROPOSER'S NAME Nationwide Environmental Services a division of Joe's Sweeping, Inc.

ADDRESS 11914 Front Street, Norwalk, CA 90650

TELEPHONE (562) 860-0604

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

One item per line; do not submit an equipment list in your own format.
Form may be reproduced in order to list all equipment

TYPE OF EQUIPMENT	MAKE AND EQUIPMENT YOU ARE OFFERING	MODEL	YEAR	SERIAL NUMBER
Heavy Duty Street Sweeper	Sterling	Schwarze A8000	2006	6283
Heavy Duty Street Sweeper	Sterling	Schwarze A8000	2006	6286
Heavy Duty Street Sweeper	Freightliner	Tymco 600	2004	2097
Heavy Duty Street Sweeper	Freightliner	Tymco 600	2004	1165
Heavy Duty Street Sweeper	Freightliner	Tymco 600	2004	1164
Heavy Duty Street Sweeper	Freightliner	Tymco 600	2004	2098
Heavy Duty Street Sweeper	Freightliner	Tymco 600	2004	1168
Heavy Duty Street Sweeper	Freightliner	Tymco 600	2004	1169
Heavy Duty Street Sweeper	Freightliner	Tymco 600	2003	9181
Heavy Duty Street Sweeper	Freightliner	Tymco 600	2003	4282
Heavy Duty Street Sweeper	Freightliner	Tymco 600	2003	4280

REMARKS: All vehicles are equipped with two-way radio communication & GPS.

FORM PW-13

Statement of Equipment Form

THIS PAGE IS TO BE COMPLETED BY PROPOSER AND SUBMITTED TO THE COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

PROPOSER'S NAME Nationwide Environmental Services a division of Joe's Sweeping, Inc.

ADDRESS 11914 Front Street, Norwalk, CA 90650

TELEPHONE (562) 860-0604

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

One item per line; do not submit an equipment list in your own format.
Form may be reproduced in order to list all equipment

TYPE OF EQUIPMENT	MAKE AND EQUIPMENT YOU ARE OFFERING	MODEL	YEAR	SERIAL NUMBER
Heavy Duty Street Sweeper	Freightliner	Tymco 600	2003	4281
Heavy Duty Street Sweeper	Freightliner	Tymco 600	2003	4283

REMARKS: All vehicles are equipped with two-way radio communication & GPS.

FORM LW-2

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the RFP is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. **To apply, complete and submit this form to Public Works seven days prior to the due date for proposals**. Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program. N/A

Company Name: Nationwide Environmental Services a division of Joe's Sweeping, Inc.		
Company Address: 11914 Front Street		
City: Norwalk	State: California	Zip Code: 90650
Telephone Number: (562) 860-0604	Facsimile Number: (562) 868-5726	Email Address: ani@nes-sweeping.com
Awarding Department: Public Works		Contract Term:
Type of Service: Street Sweeping		
Contract Dollar Amount:		Contract Number (if any):

I am requesting an exemption from the Program for the following reason(s) (*attach to this form all documentation that supports your claim* and *SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION OF PROPOSALS TO PUBLIC WORKS OR FAX TO (626) 458-4194*:

- ☐ My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) ***(you must attach the IRS Determination Letter).***
- ☐ My business is a Small Business ***(as defined in the Living Wage Ordinance--you must attach your company's two most recent tax year returns and last state payroll tax return)*** which is not an affiliate or subsidiary of a business dominant in its field of operation **AND** during the contract period will have 20 or fewer full- and part-time employees; **AND**
  - ☐ Has less than $1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; **OR**
  - ☐ Is a technical or professional service that has less than $2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- ☐ My business has received an aggregate sum of less than $25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

☐ My business is subject to a bona fide Collective Bargaining Agreement ***(you must attach the agreement)***; **AND**

- ☐ the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):

_____

_____

_____

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME:	TITLE:
Never Samuelian	President
SIGNATURE:	DATE:
	February 26, 2007

Additional Information

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

☐ **Either the contractor or the employees' collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): _____

Company Insurance Group Number(s): _____

Health Premium Amount Paid by Employer: _____

Health Premium Amount Paid by Employee: _____

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other (Specify): _____

☐ **Neither the contractor nor the employees' collective bargaining unit** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

FORM LW-3.1 (REVISED)

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

Contractor Living Wage Declaration

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

If you are not exempt form the Program, please check the option that best describes your intention to comply with Program.

☒ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **$11.84 per hour** per employee.

☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than $2.20 per hour** per employee. I will pay an hourly wage of not less that **$11.84 per hour** per employee.

☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least $2.20 per hour** per employee. I will pay an hourly wage of not less than **$9.64 per hour** per employee.

Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other:_____ (Specify)

PLEASE PRINT COMPANY NAME: Nationwide Environmental Services a division of Joe's Sweeping, Inc.	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE: Never Samuelian	DATE: February 26, 2007
PLEASE PRINT NAME: Never Samuelian	TITLE OR POSITION: President

FORM LW-4

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM
ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

LIVING WAGE ORDINANCE:

☒ I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

☒ I have read the provisions of the RFP describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS :

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

☒ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**

☐ The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law/Payroll Violations (Check One):

☒ There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**

☐ There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/ Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

☒ The Firm **HAS NOT** been debarred by any public entity during the past ten years; **OR**

☐ The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

Owner's/Agent's Authorized Signature

Nevar Samuelian / President
Print Name and Title

Nationwide Environmental Services a division of Joe's Sweeping, Inc.
Print Name of Firm

February 26, 2007
Date

FORM LW-5

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below): N/A

☐ An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.

☐ A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.

☐ A debarment by a public entity listed below within the past ten years.

Print Name of Firm: Nationwide Environmental Services a division of Joe's Sweeping, Inc.	Print Name of Owner: Never Samuelian
Print Address of Firm: 11914 Front Street	Owner's/AGENT's Authorized Signature:
City, State, Zip Code: Norwalk, CA 90650	Print Name and Title: Never Samuelian / President

Public Entity Name	
Public Entity Address:	**Street Address:**
	City, State, Zip:
Case Number/Date Claim Opened:	**Case Number:**
	Date Claim Opened:
Name and Address of Claimant:	**Name:**
	Street Address:
	City, State, Zip:
Description of Work: (e.g., Janitorial)	
Description of Allegation and/or Violation:	
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	

☐ Additional Pages are attached for a total of _____ pages.

FORM LW-7

REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: Nationwide Environmental Services a division of Joe's Sweeping, Inc.

Name of Proposer's Health Plan: N/A **Date:** February 26, 2007

(Please use a separate form for each health plan offered by the proposer to employees who will be working under this contract.)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium Employee only 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	 $ $ $ $	
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	 $ $	
Any Lifetime Maximum? Per Person Per Family	 Y N Y N	 $ $	
Ambulance coverage	Y N	$	
Doctor's Office Visits	Y N	$	
Emergency Care	Y N	$	
Home Health Care	Y N	$	
Hospice Care	Y N	$	
Hospital Care	Y N	$	
Immunizations	Y N	$	
Maternity	Y N	$	
Mental Health	Y N	$	
Mental Health In-Patient Coverage	Y N	$	

LW-7 – PROPOSER'S MEDICAL PLAN COVERAGE (continued)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	Y N	$	
Physical Therapy	Y N	$	
Prescription Drugs	Y N	$	
Routine Eye Examinations	Y N	$	
Skilled Nursing Facility	Y N	$	
Surgery	Y N	$	
X-Ray and Laboratory	Y N	$	

Under this health plan, a full time employee:

☐ Becomes eligible for health insurance coverage after ___ days of employment.

☐ Is defined as an employee who is employed more than ___ hours per week.

OTHER BENEFITS:

A.NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS _____ DAYS.

B.NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS _____ DAYS.

C.NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS _____ DAYS.

D.NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS _____ DAYS.

E.NUMBER OF PAID HOLIDAYS PER YEAR IS _____ DAYS.

FORM LW-8.3

COST METHODOLOGY FOR CONTRACT: Street Sweeping Services for West Whittier (2007-PA006)

PROPOSER: Nationwide Environmental Services a division of Joe's Sweeping, Inc.

CONFIDENTIAL

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS	HOURLY WAGE RATE	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Sweeper Operator		8.0	8.0	8.0	8.0	8.0		40.0	2,080.0	$12.00	$ 24,960.00
Back-up Sweeper Operator		0.5	0.5	0.5	0.5	0.5		2.5	130.0	$12.00	$ 1,560.00
Supervisor		1.0	1.0	1.0	1.0	1.0		5.0	260.0	$18.00	$ 4,680.00
											$
											$
											$
											$
											$
											$
											$

Comments/Notes:		
	Total Annual Salaries	$ 31,200.00
	(1) Vacations, Sick Leave, Holiday	$ 1,440.00
	(2) Health Insurance **	$ -
	(3) Payroll Taxes & Workers' Compensation	$ 10,764.00
	(4) Welfare and Pension	$ -
	Total Annual Employee Benefits (1+2+3+4)	$ 12,204.00
	(5) Equipment Costs	$ 51,600.00
	(6) Service and Supply Costs	$ 47,242.00
	(7) General and Administrative Costs	$ 3,625.00
	(8) Profit	$ 9,182.18
	Total Annual Other Costs (5+6+7+8)	$ 111,649.18
	TOTAL ANNUAL PRICE	$ 155,053.18

* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

** Minimum cost for health insurance is $2.20/hour if hourly wage rate is between $9.64 and $11.84, unless exemption from Living Wage requirements has been granted by the County.

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 annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, should total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices.

ADDITIONAL INFORMATION

Press Release For: **Nationwide Environmental Services**

For More Company Information Contact: Ani Samuelian, Director
Nationwide Environmental Services
11914 Front Street, Norwalk, CA 90650
Phone: (562) 860-0604
Email: ani@nes-sweeping.com

FOR IMMEDIATE RELEASE

NATIONWIDE ENVIRONMENTAL SERVICES FEATURED AT WORLDSWEEPER.COM, SWEEPING INDUSTRY'S LARGEST PROFESSIONAL RESOURCE

Norwalk, California, December 2006 – Nationwide Environmental Services was recently honored as one of only 12 contractors in the U.S. to be named 'Contractor of the Month' for 2006 at WorldSweeper.com, the power sweeping industry's premier information and professional online resource.

Nationwide Environmental Services was chosen from among over 5,000 U.S. sweeping industry contractors for this honor. The reasons cited by the editorial board of WorldSweeper.com included Nationwide Environmental Services' overall contributions to the power sweeping industry, including the company's leadership in becoming one of the first sweeping contractors in the U.S. to become a Certified Sweeping Contractor under the stringent guidelines of the North American Power Sweeping Association.

The honor is also a recognition of professionalism exhibited in Nationwide Environmental Services' approach to providing high-quality level of sweeping services to municipalities, residential communities, business parks, parking facilities, refineries and construction sites in the Los Angeles, Orange, Riverside, Ventura, and San Bernardino Counties.

Nationwide Environmental Services has been in business since 1968 and has become the preferred provider of street sweeping services through their excellent customer support programs and use of the best and newest equipment available in the industry. Customer satisfaction has long been the ultimate goal of everyone at Nationwide Environmental Services.

north american Power Sweeping association

Dear Valued Customer,

The north american Power Sweeping association is proud to announce that **Nationwide Environmental Services** has just been awarded the designation of Certified Sweeping Company.

About naPSa, we are a non-profit organization committed to distributing pertinent sweeping industry information and valuable resources to our members. We are here to provide the street and parking area sweeping industry with an association that will make a difference.

To become a CSC, **Nationwide Environmental Services** had to undergo an application process that qualified them under strict guidelines including: safety, experience, continuing education, vehicle maintenance, driver training and adherence to naPSa's code of ethics.

The naPSa Code of Ethics requires **Nationwide Environmental Services** to take an oath to be dedicated to the highest standards of professionalism, integrity and competence while recognizing their responsibility to their customers, employees, and the public.

To learn more about the Certified Sweeping Company designations you can visit our website at www.naPSaOnline.com . From here you can download an application to see what the requirements are for Certified Sweeping Companies and to view the naPSa Code of Ethics that **Nationwide Environmental Services** has pledged to uphold. You may also call our office for assistance and questions regarding Certification.

Sincerely,

Amy Allen
Administrative Director

naPSa
PO Box 2114
Kalamazoo, MI 49003
Phone: (269) 383-6993
Fax: (269) 383-6994
www.napsaonline.com

COUNTY OF LOS ANGELES
OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 780
Los Angeles, California 90012
(877) 669-CBES / FAX (626) 457-3112
TDD (626) 293-5708
Website: http://oaac.co.la.ca.us

Address all correspondence to:
CONTRACT COMPLIANCE
1000 S. Fremont Avenue
Building A-9 East, 1st Floor
Mail: Unit #24
Alhambra, CA 91803-8862

Dennis A. Tafoya
Director

September 26, 2005

ANI SAMUELIAN
NATIONWIDE ENVIRONMENTAL SERVICES
11914 FRONT ST.
NORWALK, CA 906502911

Vendor #: 50587701

Dear ANI SAMUELIAN:

Congratulations! Your business has been certified as an eligible participant in the County of Los Angeles Local Small Business Enterprise Preference Program (Local SBE). Your Local SBE certification is valid until August 31, 2008 .

In order for Local SBE preference consideration, each eligible solicitation for the Local SBE preference will include the "Request for Local SBE Preference Program Consideration" form. You must complete the form and provide the above Vendor Number in your bid/proposal for each response to a County solicitation.

The County of Los Angeles Office of Affirmative Action Compliance reserves the right to request additional information and/or conduct an on-site visit at any time during the certification process and/or period to verify any documentation submitted by the applicant. If there are any changes in the State of California Office of Small Business and DVBE Certification (OSDC) SBE status, ownership, control of the firm or principal place of business during the certification period, you are required to notify this office and the OSDC immediately.

Again, congratulations on your certification. If you have any questions regarding the Local SBE Program, visit our website at http://oaac.co.la.ca.us/SBEMain.htm or call the Local SBE Customer Service at (877) 669-CBES.

Sincerely,

DENNIS A. TAFOYA
DIRECTOR

Ozie L. Smith

OZIE L. SMITH
Senior Deputy Compliance Officer

DAT:OLS

BOARD EXECUTE
ENCLOSURE A

AGREEMENT FOR

STREET SWEEPING SERVICES FOR MARINA DEL REY

THIS AGREEMENT, made and entered into this 19TH day of JUNE, 2007, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and JOE'S SWEEPING, INC., d.b.a. NATIONWIDE ENVIRONMENTAL SERVICES, a Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on February 26, 2007, hereby agrees to provide services as described in the attached specifications for street sweeping services for Marina Del Rey, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E.1, Project Location/Vicinity Map- Marina Del Rey, Exhibit F, Fuel Adjustments, Exhibit G, Sample Calculation of the Fuel Price Adjustment; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract documents.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed $125,704 per year (Maximum Contract Sum), or such greater amount as the Board may approve.

FOURTH: This Contract's initial term shall be for a period of two years commencing on July 1, 2007, or Board approval, whichever occurs last. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of four years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2, Schedule of Prices.

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SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

ELEVENTH: The Director may adjust 12 percent of the unit rate of compensation set forth in Form PW-2, 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> for Gasoline - All Grades (Regular) for California, and at <http://tonto.eia.doe.gov/dnav/pet/pet_pri_prop_dcu_r50_m.htm> for Propane (LPG) using West Coast (PADD 5) "Commercial/Institutional," 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 three months preceding the proposal submission date and the fuel price published three months preceding each effective date of the adjustment. However, when the percentage increase or decrease in the fuel price is less than 5 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 G. Public Works shall be permitted to audit the Contractor's fuel usage, fuel costs, and fuel procurement methods for the vehicles used in providing these services and the Contractor shall provide records pertaining to its fuel costs upon the County's request.

TWELFTH: 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 G, inclusive, the COUNTY'S provisions shall control and be binding.

THIRTEENTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

FOURTEENTH: 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 Chairman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Directors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

78 JUN 19 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

JOE'S SWEEPING, INC., d.b.a. NATIONWIDE ENVIRONMENTAL SERVICES

By _____
Its President

Never Samuelian
Type or Print Name

By _____
Its Secretary

Suzy Samuelian
Type or Print Name

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles } ss.

On May 29, 2007 (Date), before me, Ani Kaprielian, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),
personally appeared Never Samuelian & Suzy Samuelian (Name(s) of Signer(s)),

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

ANI KAPRIELIAN
Commission # 1576489
Notary Public - California
Los Angeles County
My Comm. Expires May 6, 2009

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

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Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer
Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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SCOPE OF WORK

STREET SWEEPING SERVICES (2007-PA006)

A. Public Works Contract Manager

Public Works Contract Manager will be:

For Azusa/Covina/Claremont and Valinda/Hacienda Heights, Mr. David Oboza of Road Maintenance Division's Road Maintenance District 1 – Baldwin Park, who may be contacted at (626) 337-1277, e-mail address: doboza@dpw.lacounty.gov, Monday through Thursday, and alternate Fridays, 7:30 a.m. to 4 p.m.

For South and West Whittier, Mr. Brian Le of Road Maintenance Division's Road Maintenance District 4 – Hollydale, who may be contacted at (562) 869-1176, e-mail address: ble@dpw.lacounty.gov, Monday through Thursday, and alternate Fridays, 7:30 a.m. to 4 p.m.

For Marina Del Rey, Mr. Jeffrey Donaldson of Road Maintenance Division's Road Maintenance District 3 – Westchester, who may be contacted at (310) 348-6448 ext. 235, e-mail address: jdonald@dpw.lacounty.gov, Monday through Thursday, and alternate Fridays, 7:30 a.m. to 4 p.m.

The Contract Manager is the only person authorized by Public Works to request work of Contractor. From time to time, Public Works may change Contract Manager. Contractor will be notified in writing when there is a change in Contract Manager.

B. Work Location

Exhibits E.1 through E.4, Project Location/Vicinity Maps, provide a more detailed outline of each street sweeping area's limits.

C. Work Description

Contractor shall sweep and/or clean once a week all public streets, paved alleys, and curbed medians within the Project limits as shown in Exhibits E.1 through E.4, Project Location/Vicinity Maps. The word "sweeping" shall define an operation, and the method shall not be limited to the use of a power broom street sweeper. Unless otherwise stated, work shall be measured in either Curb Miles or Paved Alley Miles. A Curb Mile is defined as a swept path not less than 5 feet wide for a total length of 5,280 feet. A Paved Alley Mile is defined as a swept path not less than 20 feet wide for a total length of 5,280 feet.

Sweeping a street shall normally consist of a single pass at a maximum speed of not more than 6 miles per hour (8 miles per hour in South and West Whittier) on each side of the street adjacent and parallel to the curb face and shall include

curb returns and cross gutters at intersecting streets. Where there is a raised median, sweeping shall also consist of a single swept path on each side of the median adjacent and parallel to the median curb face.

Sweeping an alley shall normally consist of single swept path on each side to the alley adjacent and to the right of the flow line or centerline of the alley at a maximum speed of not more than 6 miles per hour (8 miles per hour in South and West Whittier.

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 E, Standard of Performance, below, Contractor shall sweep or clean the unsatisfactory area again, at no cost to the County, within two calendar days without interruption of the regular sweeping schedule.

Curbed areas that cannot be swept with power sweeping equipment, such as, but not limited to, narrow cul-de-sacs, median noses, and portions of left-turn pockets shall be hand cleaned to comply with this Exhibit's paragraph E, Standard of Performance, below.

Contractor shall inform the Contract Manager of any problems or conditions which may be a public hazard or interfere with normal sweeping operations. These problems or conditions shall include, but not be limited to, fallen trees, obstructed roadways or alleys, low overhanging branches, abandoned vehicles, and large potholes. These problems or conditions shall be reported by Contractor to the Contract Manager as soon as the condition is identified. Dead animals shall be reported to Animal Control at (310) 523-9566.

D. Parking Lot Sweeping – Marina del Rey Area Only

In addition to sweeping of streets, curbed medians, paved alleys and other incidental work, the Contractor shall also sweep public parking lots operated by the County of Los Angeles Department of Beaches and Harbors in Marina del Rey designated as Parking Lots 1 through 19.

Sweeping a parking lot shall normally consist of a single swept path adjacent and parallel to the perimeter of the parking lot and adjacent and parallel to any raised medians within the boundaries of the parking lot at a maximum speed of not more than 6 miles per hour.

Notwithstanding any provision of this Contract requiring the Contractor to conduct all of its activities and operations within the confines of public roadways, the Contractor shall enter upon and provide services within the specified public parking lots.

E. 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 the free flow of water in the gutter and to maintain streets in a state of cleanliness. The Contract Manager will make the final determination as to whether the work has been satisfactorily completed. If the work has not been satisfactorily completed, the Contract Manager may direct Contractor to resweep the unsatisfactorily swept area(s) not swept at all, if the area(s) can be reswept during the same business day. If the area(s) cannot be reswept during the same business day by Contractor, the Contract Manager may deduct payment to Contractor in accordance with this Exhibit's paragraph O, Inspection and Acceptance of the Work.

F. Disposal of Refuse and Debris

All debris and refuse collected from these operations shall become the property of Contractor. Contractor shall dispose of all refuse and debris collected during sweeping operations, at no additional cost to the County, by hauling to a legally established area for the disposal of solid waste. When storage of refuse and debris is necessary prior to disposal, Contractor shall locate and arrange for use of a temporary storage site off the road rights of way. Contractor will not be allowed to use the rights of way or Public Works facilities as temporary storage sites.

G. Key Control – Marina del Rey Area Only

The County of Los Angeles Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, CA 90292, will provide the Contractor with all keys and gate cards that the Contractor will need in order to perform the Contract work. The Contractor shall report all lost and stolen keys and gate cards to the Department of Beaches and Harbors within 24 hours of discovery of their loss and shall reimburse the Department of Beaches and Harbors for the cost of changing locks and keys. Upon termination of this Contract, all keys and gate cards shall be returned to the Department of Beaches and Harbors within 5 days. The Contractor shall not duplicate any keys and gate cards without the Department of Beaches and Harbors' prior written consent. Duplication of keys and gate cards without such consent is a misdemeanor (California Penal Code Section 469) and a breach of contract.

H. Storage Facilities

The County will not provide storage facilities for Contractor.

I. Water

Contractor shall furnish all water necessary for sweeping operations in accordance with this Exhibit's paragraph C, Work Description.

J. Rights of Way

Contractor shall conduct all of its activities and operations within the confines of public roadways. Contractor shall not allow its employees to use private property for any reason or to use water from such property without written permission from the owner. If, for any reason, Contractor elects to encroach upon other lands, Contractor shall first obtain written permission from the owner and provide evidence of such permission in writing to the Contract Manager prior to entering upon such lands. In performing any work or doing any activity on lands outside of public rights of way, Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations.

Contractor shall indemnify and hold the County harmless from all claims for damages occasioned by such work or activity, whether done in compliance with this Exhibit and with permission or in violation of this Exhibit, without permission.

K. Authority of Board and Contract Manager

The Board has the final authority in all matters affecting the work. Within the scope of this Contract, the Contract Manager has the authority to enforce compliance with the Plans and Specifications. Contractor shall promptly comply with instructions from the Contract Manager or an authorized representative.

On all questions relating to quantities; the acceptability of equipment or work; the execution, progress, or sequence of work; and the interpretation of the Specifications or the Plans, the decision of the Contract Manager will be final and binding and shall be precedent to any payment under this Contract unless otherwise ordered by the Board.

L. Best Management Practices

Best Management Practices (BMPs) shall be defined as any program, technology, process, sitting criteria, operating method, measure, or device which controls, prevents, removes, or reduces pollution. Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook and the County of Los Angeles Department of Public Works Best Management Practices Handbook for Construction Activities. These publications are available from:

County of Los Angeles Department of Public Works
Cashier Office
900 South Fremont Avenue
Alhambra, CA 91803
Telephone (626) 458-6959

Contractor shall have a readily accessible copy of each publication in the service area at all times. As a minimum, Contractor shall implement the following BMPs in conjunction with all its sweeping activities:

NO.	MATERIAL MANAGEMENT
CD10 (2)	Material Delivery and Storage
CD11 (2)	Material Use
CD12 (2)	Spill Prevention and Control

NO.	WASTE MANAGEMENT
CD13 (2)	Solid Waste Management
CD14 (2)	Hazardous Waste Management
CD15 (2)	Contaminated Soil Management
CD16 (2)	Concrete Waste Management

NO.	VEHICLE AND EQUIPMENT MANAGEMENT
CD18(2)	Vehicle and Equipment Cleaning
CD19(2)	Vehicle and Equipment Fueling
CD20(2)	Vehicle and Equipment Maintenance

NO.	TRAINING
CD40	Employee/Subcontractor Training

NO.	PHYSICAL STABILIZATION
CD26A(2)	Soil Stabilizer/Dust Control

Additional BMPs may be required as a result of a change in the actual field conditions, Contractor activities, or construction operations. When more than one BMP is listed under each specific BMP category, Contractor shall select the appropriate and necessary number of BMPs within each category in order to achieve the BMP objective.

BMP for Contractor activities shall be continually implemented throughout the year. BMP for erosion control and sedimentation shall be implemented during the period from October 15 to April 15 and whenever the National Weather Service predicts rain within 24 hours. BMP for erosion control and sedimentation shall also be implemented prior to the commencement of any contractor activity

or operation which may produce runoff and whenever runoff from other sources may occur.

The County, as a permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. Full compensation for the implementation of BMPs shall be considered as included in the Total Annual Proposed Price shown in Form PW-2, Schedule of Prices. Should Contractor fail to comply with any BMP, the County will suffer damages, including, but not limited to, having to bear the risk of delay and disruption of its street sweeping program. The amount of such damages is and will continue to be extremely difficult and impracticable to ascertain. Execution of this Contract shall constitute agreement by the County and Contractor that $1,000 per day is the minimum value of the cost and actual damage caused by Contractor's failure to fully implement any BMP, that such sum is liquidated damages and shall not be construed as a penalty and that such sums may be deducted from payments due to Contractor if such failure occurs. However, such liquidated damages do not include losses resulting from the imposition of fines and penalties and other enforcement actions by administrative agencies. The County may assess Contractor, as liquidated damages, $1,000 for each calendar day that Contractor has not fully implemented one or more of the BMPs specified for this Contract and/or is otherwise in noncompliance with these provisions. In addition, Contractor shall defend, indemnify, and hold harmless the County and its officers, employees, and agents from any fine, penalty, or enforcement action (including attorney fees, legal costs, and staff costs) imposed or brought by any person or entity on account of Contractor's alleged lack of compliance with these provisions or nonimplementation of the specified BMPs. The County may deduct, from the payment due to Contractor, amounts necessary to cover such fines and costs.

M. Work Schedule

A complete schedule of weekly sweeping shall be submitted to the Contract Manager for approval prior to any work being done under this Contract. The schedule shall include the Curb Miles and Paved Alley Miles of streets, alleys, and medians to be swept daily as well as the daily starting time.

Also, a route map shall be submitted as part of the schedule, showing streets, alleys, and medians to be swept each day by the Contractor. Contractor shall indicate the daily sweeping route on the maps in an appropriate and understandable manner that is acceptable to the Contract Manager. Changes in the schedule for the convenience of Contractor will require approval by the Contract Manager prior to being included in the weekly work.

The County reserves the right to require Contractor to sweep specific areas on specified days and at specified times of the day and to change any portions of an existing and established sweeping 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 days and hours.

2. Areas shall not be swept on the same day trash pickup is scheduled. Whenever feasible, sweeping shall be scheduled the day after trash pickup (one to two days after trash pickup for Valinda/Hacienda Heights only). Contractor shall be responsible for determining when trash pickups are scheduled.

3. Streets adjacent to schools and commercial developments shall be swept prior to 7 a.m. or such time as daily public activities start.

4. Streets adjacent to apartments, condominiums, or other areas where all night on street parking is prevalent shall be swept after 8 a.m.

5. Major highways shall not be swept during peak traffic hours.

6. Residential areas shall not be swept prior to 7 a.m. or after 3:30 p.m.

7. Street sweeping shall be scheduled such that both sides of a street are not swept in the same day, unless the Contract Manager directs otherwise.

Alternate Day Sweeping Schedule – Valinda/Hacienda Heights, Azusa/Covina/Claremont, and West Whittier only

Streets on this contract shall be swept on an "alternate day" sweeping schedule.

An alternate day schedule requires the Contractor to sweep the 2 sides of a street on 2 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 Contractor has been awarded this contract, said Contractor shall have 30 days to provide a finalized and working alternate day sweeping schedule to the Contract Manager.

N. Prosecution of Work

To minimize public inconvenience, Contractor shall diligently prosecute the work in the manner and at the times specified in this Exhibit A, Scope of Work, and shall at all times comply with the approved sweeping schedule. If, as determined

by the Contract Manager, Contractor fails to prosecute the work to the extent that the public may be inconvenienced, Contractor shall, upon orders from the Contract Manager, immediately resume diligent prosecution of the work. All cost of prosecuting the work as described herein shall be included in Contractor's Total Annual Proposed Price.

Should Contractor continue to fail to prosecute the work diligently after orders of the Contract Manager to do so, the Contract Manager may suspend the work in whole or in part until such time as the Contract Manager, in his or her sole discretion, determines that Contractor will resume diligent prosecution of the work. All expenses and losses incurred by Contractor as a result of such suspensions shall be borne by Contractor.

O. Inspection and Acceptance of the Work

Contractor shall implement a Contract Quality Control Plan as required under this Exhibit's paragraph W, Quality Control. Contractor shall routinely inspect the work to ensure compliance with the Plans and Specifications, approved schedules, and Contractor quality standards.

The Contract Manager may inspect the work to assure that the quality of street sweeping services is in compliance with Terms and Conditions of this Contract. The Contract Manager may inspect by sampling the quality of the work at up to 20 random locations immediately after they are scheduled to be swept.

A "location" is generally defined as an alley and/or side of any street between two adjacent streets, a cul-de-sac, and/or a dead-end street. A 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 Plans. Photos and documentation for all deficient locations will be provided to Contractor on the working day following the inspection for all deficient locations.

The Contract Manager will use the following general guidelines to determine if the street was swept properly:

1. No debris shall be in or on the street or gutter within 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.

P. Suspension of Work

The work may be suspended in whole or in part when determined by the Contract Manager that the suspension is necessary in the interest of the County. Contractor shall comply immediately with any written order of the Contract Manager suspending work. Such suspension shall be without liability to Contractor on the part of the County except as otherwise specified in this Exhibit's paragraph Y, Additional Sweeping.

Q. Noncompliance with Plans and Specifications

Failure of Contractor to comply with any requirement of these Specifications and Plans, and to immediately remedy any such noncompliance upon notice from the Contract Manager, may result in suspension of this Contract's monthly payments. Any monthly payments so suspended shall remain in suspension until Contractor's operations are brought into compliance to the satisfaction of the Contract Manager. No additional compensation will be allowed as a result of suspension of the monthly payments due to noncompliance with these Specifications and Plans.

R. Contractor's Equipment Compliance with Laws and Regulations

1. Contractor shall fully comply with all applicable laws and regulations, including, but not limited to, all Air Quality Management District (AQMD) regulations. In particular, Contractor's equipment shall, at all times, be in full compliance with AQMD Rules 1186 and 1186.1 pertaining to street sweepers.

2. The street sweepers specified on the equipment list provided to Public Works and no others shall be used in the Contract work unless notice is given to Public Works and the substitution is approved by Public Works. The Contract Manager or a designee may inspect Contractor's vehicles employed in the Contract work at any time without notice.

3. In the event of mechanical breakdown of an alternate-fuel street sweeper, Contractor shall comply with AQMD Rule 430 in a timely fashion and shall make a timely application for an emergency permit under Rule 430 in order to ensure uninterrupted performance of this Contract. Contractor shall immediately provide to Public Works notice of any telephonic report and a copy of any written report or action plan presented to AQMD pursuant to Rule 430.

4. Contractor shall furnish and maintain in good and safe condition all equipment required for the proper execution of this Contract. The Contract Manager may reject any vehicle or piece of equipment not meeting these safety, maintenance, or regulatory requirements. For the

sweeping of curbed highways and streets, Contractor's equipment shall clean the streets as specified in this Exhibit's paragraph E, Standard of Performance.

5. Contractor shall provide sweeping equipment and disposal trucks, which shall be properly maintained both mechanically and in appearance. Contractor shall provide 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. Contractor's telephone number shall be prominently displayed on all equipment for purposes of identification.

6. The sweeper operator shall be furnished with a cellular phone or equivalent communication device that will allow the Contract Manager to make contact with the sweeper operator during sweeping operations. Contractor shall provide the Contract Manager with the information necessary to maintain contact with the sweeper operator during sweeping operations. The communication device shall be on and operating during sweeping operations.

S. 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, Contractor shall provide Public Works with two accounts to access the GPS provider's Internet site. If additional software is required, Contractor shall provide software for installation on two Public Works computers.

3. The accounts shall be set up so that only Public Works and Contractor can view Public Works data.

4. Contractor shall pay for all costs related to the GPS, including hardware, software, activation fees, technical support, and monthly service charge fees. 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 (8 mph for South and West Whittier) 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 three months. After three months, data shall be backed up and be made available at Public Work's request.

14. Contractor's reference vendors for GPS:

GPS North America
P.O. Box 637
Holland, PA 18966
Contact: Mr. Tod Lewis
Telephone: (888) 760-4477
E-mail: www.gpsnorthamerica.com

TELETRAC, Inc.
7391 Lincoln Way
Garden Grove, CA 92841
Contact: Mr. Carlos Reyes
Telephone: (800) 487-4357
E-mail: www.teletrac.net

T. Reports

In addition to other data filed with the County by Contractor, Contractor shall, on the second working day of each week, file a report with the Contract Manager enumerating the following information for the previous week:

1. Curb Miles and Paved Alley Miles swept each day.

2. Scheduled Curb Miles and Paved Alley Miles swept and areas missed.

3. When missed areas were swept.

4. Number of complaints received each day.

5. Reasons scheduled sweeping was not performed or completed as scheduled.

6. Waste tonnage summary and copies of waste disposal receipts.

U. Measurement

The basis of measurement and payment shall be by the Curb Mile for curbed streets and the Paved Alley Mile for paved alleys. On streets and highways, Curb Miles shall be measured toward the center of the rights of way from and parallel to the curb face. Measurement of medians will be continual and no deduction will be made for left-turn pockets or intersecting streets.

Additional sweeping of streets, as defined in this Exhibit's paragraph Y, 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 five to determine the Curb Miles per mile of length.

The following applies to Valinda/Hacienda Heights, Azusa/Covina/Claremont, and West Whittier only.

The Contractor is required to design an approved weekly "alternate day" sweeping schedule. There is no separate bid item for creating this schedule.

V. Contractor's Representative

Before starting the work, Contractor shall designate, in writing, a representative who shall have complete authority to act for it. An alternate representative may be designated. Any order or communication given to this representative shall be deemed delivered to Contractor. A joint venture or partnership shall designate only one representative and alternate. In the absence of Contractor or its designated representative, necessary or desirable directions or instruction may be given by the Contract Manager to the superintendent or person having charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to Contractor or its representative.

In order to communicate with the County, Contractor's representative, superintendent, or person having charge of specific work shall be able to speak, read, and write the English language.

W. Quality Control

Contractor shall be responsible for implementing procedures for ensuring that street sweeping services are provided in strict compliance with the Plans, Specifications, and approved schedule of services.

Contractor shall designate in writing a Quality Control representative and an alternate Quality Control representative who are responsible for implementing, monitoring, controlling, and reporting on the quality of work.

It is recommended that Contractor's Quality Control representatives be separate and distinct from Contractor's project manager or general superintendent, and the Contractor's Quality Control procedures establish a separate system for recording, reporting, and resolving quality control issues.

Within ten days of contract award, Contractor shall submit to the County a Contract Quality Control Plan for review and approval by the Contract Manager. This plan will include, as a minimum, the names and telephone numbers of Contractor's Quality Control representatives; a description of the roles and responsibilities for quality control; the system for monitoring, reporting on, resolving quality control issues; and checklists or other documentation in support of Contractor's Quality Control function.

X. Plans and Specifications

Included as part of this Contract are Plan sheets (Exhibits E.1 through E.4) showing the locations of streets and alleys included in this service area.

The Plans, these Specifications, and other contract documents shall govern the work. These Contract documents are intended to be complementary and cooperative and to describe and provide for a complete service. Anything in the Specifications and not on the Plans, or on the Plans and not in the Specifications, shall be as though shown or mentioned in both.

While it is believed that much of the information pertaining to conditions, which may affect the cost of the work, will be shown on the Plans or indicated in the Specifications, the County does not warrant the completeness or accuracy of such information. Contractor shall ascertain the existence of any conditions affecting the cost of the work, which would have been disclosed by reasonable examination of the site. Contractor shall, upon discovering any error or omission in the Plans or Specifications, immediately call it to the attention of the Contract Manager.

Y. Additional Sweeping

Contractor shall provide additional sweeping of any street(s) and alley(s) within the area shown on the Plans at any time when ordered by the Contract Manager.

Contractor will be compensated for each additional sweeping at the Contract's Unit Price per Curb Mile or Paved Alley Mile, as appropriate. The method of payment will be determined by the Contract Manager.

The need for additional sweeping may be because of storm, fire, flood, parade, public gathering, riot, or other natural or unanticipated occurrence affecting the cleanliness of the streets. The additional sweeping may be in lieu of or in addition to the regularly scheduled sweeping as ordered by the Contract Manager.

Additional sweeping will normally be confined to sweeping the curb lane. However, if additional sweeping requires the total width of the street(s) to be swept, then compensation will be at the Contract's Unit Price per Curb Mile as defined in this Exhibit's paragraph U, Measurement. All sweeping shall be done with sufficient passes to achieve the results described in this Exhibit's paragraph E, Standard of Performance.

Compensation for extra sweeping will be for a minimum of 16 Curb Miles with no allowance for travel time under one of the following circumstances: a) the sweeper shall return to the area after having left when regular sweeping was completed; b) the extra sweeping is on a day when no regular sweeping is scheduled; or c) an additional sweeper must be brought to the area.

Notwithstanding the above, the County has the option on additional sweeps to compensate Contractor on an hourly basis where it is difficult to determine Curb Miles swept in a nonroutine manner. In these cases, the hourly rate paid by the County to Contractor shall be equal to four times the Contract's Unit Price per Curb Mile. Minimum payment will be equivalent to payment for 16 Curb Miles.

Z. Changes Resulting from Schedule Disruption

During this Contract period, Contractor shall sweep the designated public streets and alleys at least once each week, including all curbed medians, in accordance with a schedule to be approved by the Contract Manager. When, in the opinion of the Contract Manager, inclement weather prevents adherence to the regular sweeping schedule for two days or less in a given week, the Contract Manager may require the sweeping areas so affected to be swept prior to the next sweeping schedule.

Any such required sweeping made necessary by inclement weather shall meet the requirements of this Exhibit's paragraph E, Standard of Performance, and shall be performed by Contractor at the Contract's Unit Price per Curb Mile and will not be considered additional sweeping as defined in this Exhibit's paragraph Y, Additional Sweeping.

When any holiday or observance as specified in the Government Code of the State of California occurs on a regular scheduled sweeping day, and said

sweeping area is not swept in observance of said holiday, the subject sweeping area shall when ordered by the Contract Manager be swept within two working days of the regularly scheduled sweeping day without interruption of the regular sweeping schedule. Any such requested sweeping shall meet the requirements of this Exhibit's paragraph E, Standard of Performance, and shall be performed by Contractor at the Contract Unit Price per Curb Mile and shall not be considered additional sweeping.

In the event Contractor is prevented from completing the sweeping as provided in the approved schedule because of reasons other than inclement weather or holidays, Contractor shall be required to complete the deferred sweeping services within two calendar days without interruption in the regular sweeping schedule.

AA. Changes Resulting from Added or Deleted Streets

It is the intent of this Contract to provide for the weekly sweeping of all curbed streets (including curbed medians) and paved alleys within the unincorporated area shown on the Plans (Exhibits E.1 through E.4). As streets and alleys are improved, they will be added to the weekly sweeping schedule. Compensation to Contractor will be based on the Curb Miles added multiplied by the Contract's appropriate Unit Price.

Streets and alleys initially included in the schedule that are vacated by order of the Board will be deleted from the weekly schedule and the affected Curb Mileage deducted from this Contract's quantities.

Additions and/or deletions of Curb Mileage may affect the approved schedule and appropriate adjustments will be allowed subject to approval by the Contract Manager.

BB. City Incorporation

In the event any areas to be swept under this Contract attain incorporation as a City, Contractor shall continue to sweep the streets and alleys shown on the contract plans at the Contract's Unit Price per Curb Mile until the termination date of this Contract or as directed by the County. The County may direct Contractor to delete streets within the incorporated area from its weekly sweeping schedule prior to the expiration date of this Contract. The Curb Mileage of the streets and alleys within the incorporated area that are deleted from Contractor's weekly sweeping schedule will be deducted from the Contract quantities. The County may, at the request of Contractor, review this Contract if the incorporation severely affects Contractor's weekly sweeping schedule.

CC. Changed Conditions

Contractor shall notify the Contract Manager in writing of any changed conditions promptly upon their discovery. The Contract Manager will promptly investigate conditions which appear to be changed conditions. If the Contract Manager determines that the conditions are changed conditions and they will materially increase or decrease the costs of any portion of the work, a Change Order will be issued adjusting the compensation for such portion of the work. The compensation will be based on the appropriate Unit Price reflected in Form PW-2, Schedule of Prices.

If the Contract Manager determines that the conditions of which it has been notified by Contractor do not justify an adjustment in compensation, Contractor will be notified in writing.

DD. Communications and Public Relations

Contractor shall provide a telephone answering service, toll free to residents of the area to be swept under this Contract and the County Road Maintenance Division District office responsible for the area, from 7:30 a.m. to 4:30 p.m., Monday through Friday, except on legal holidays. The answering service shall have the capability of contacting sweepers by radio or paging equipment for the purpose of relaying instructions from the Contract Manager and to receive citizen complaints.

The telephone number shall be listed in the telephone directory for the area and shall be listed by Contractor's commonly known name. All public complaints concerning street sweeping shall be investigated by Contractor. Complaints brought to Contractor's attention prior to 3 p.m. shall be investigated that day. Those brought to Contractor's attention after 3 p.m. shall be investigated before noon of the following day.

A complaint form shall be filled out for each complaint referred to or received by Contractor. The form, which must be approved by the Contract Manager, shall be filed with the County on the first working day following the day the complaint was received. Contractor shall report what actions were necessary to resolve each complaint.

EE. Special Safety Requirements

All Contractor operators shall be expected to observe all applicable Cal/OSHA and Public Works safety requirements while performing this requested work. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.

FF. Project Site Safety

Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. Contractor shall provide at its expense all safeguards, safety devices, and protective equipment shall take any and all actions appropriate to providing a safe service area.

GG. Project Safety Official

Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with Contractor's Injury and Illness Prevention Program and Code of Safe Practices. Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as Contractor is in compliance.

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SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

B. Definitions

Whenever in the Request for Proposals, Contract, Specifications, Terms, Requirements, and Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Board. The Board of Supervisors of the County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract shall include the Specifications, together with any special provisions thereof. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

Contractor. The person or persons, partnership, joint venture, corporation, or other entity who has entered into an agreement with the County to perform or execute the work covered by these Specifications.

Contract Work or Work. The entire contemplated work of construction, maintenance, repair to be performed, and services rendered as prescribed in the Specifications and covered by this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Day. Working day(s) unless otherwise specified.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or their authorized representative(s).

Proposal. The written instrument which a Contractor submitted in conformance with the solicitation document (Request for Proposals).

Proposer. Any individual, firm, or corporation submitting a priced Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement to employ a Subcontractor; to employ or agree to employ a Subcontractor.

Subcontractor. Persons, companies, corporations, or other entities furnishing supplies, services of any nature, equipment, or materials to the Contractor, at any tier under oral or written agreement.

C. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Assurance of Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, sex, gender, national origin, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with its Equal Employment Opportunity (EEO) Certification.

B. Conflict of Interest

1. The Contractor represents and warrants that no County employee whose position in the County enables him/her to influence the award of this Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein or does or shall have any direct or indirect financial interest in this Contract.

2. The Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. The Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

C. Consideration of Hiring County Employees Targeted for Layoffs

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this Contract.

D. Consideration of Hiring GAIN/GROW Employees

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose,

consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by category to the Contractor.

E. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply the Contractor with the poster to be used.

F. Contractor's Warranty of Adherence to County's Child Support Compliance Program

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

G. County Lobbyists

The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Contractor or County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of the this Contract upon which the County may, at its sole discretion, immediately terminate or suspend this Contract.

H. Nondiscrimination in Employment

1. The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State antidiscrimination laws and regulations.

2. The Contractor shall certify to, and comply with, the provisions of the Contractor's EEO Certification (Form PW-7).

3. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

4. The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

5. The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from, participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project program, or activity supported by this Contact.

6. The Contractor shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this Section when so requested by the County.

7. If the County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission

that the Contractor has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the antidiscrimination provisions of this Contract.

8. The parties agree that in the event the Contractor violates the antidiscrimination provisions of this Contract, the County shall, at its sole option, be entitled to a sum of $500 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

I. County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies, which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

J. Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

K. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

L. Publicity

1. The Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Contract within the following conditions:

   a. The Contractor shall develop all publicity material in a professional manner.

b. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions, or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.

c. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded a Contract to provide these services, provided that the requirements of this Article shall apply.

M. Termination for Improper Consideration

1. County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against the Contractor as it could pursue in the event of default by the Contractor.

2. The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861. Such fraud may also be reported via e-mail to fraud@auditor.co.la.ca.us and by mail to Los Angeles County Fraud Hotline, 1000 South Fremont Avenue, Unit 51, Alhambra, California 91803-4737.

3. Among other items, such improper consideration may take the form of cash; discounts; services; or the provision of travel, entertainment, or tangible gifts.

N. Warranty Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial

or selling agencies maintained by the Contractor for the purpose of securing business.

2. For breach or violation of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from this Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

O. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, directives, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.

2. Contractor shall indemnify and hold the County harmless from and against any and all liability costs, damages, expenses, including, but not limited to, defense costs and attorney's fees arising from any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, directives, or ordinances.

P. Legal Status of Contractor's Personnel at Facility

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others, and all of its employees performing services under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain from all employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986 (PL. 99-603), as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

Q. No Payment for Services Following Expiration or Termination of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment, it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the

Contractor. This provision shall survive the expiration or other termination of this Contract.

R. Limitation of the County's Obligation Due to Non-appropriation of Funds

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.

2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3. In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or work shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such nonallocation at the earliest possible date.

S. Gratuitous Work

The Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with Exhibit B, Section 2.CC, Changes and Amendments of Terms, such work shall be deemed to be a gratuitous effort by the Contractor, and the Contractor shall have no claim, therefore, against the County.

T. Assignment by Contractor

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which the Contractor may have against the County.

2. Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of this Contract, which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default of the Contractor.

U. Subcontracting

1. No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the Director, at the Director's sole and absolute discretion. Any attempt by the Contractor to subcontract any performance of the terms of this Contract without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.

2. In the event the County should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.

3. In the event the County should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

4. Any third-party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.

5. No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. The Contractor shall, at all times, be personally responsible for the performance of this Contract.

V. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

W. Notice of Delay

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay

the timely performance of this Contract, that party shall, within one day, give notice thereof, including all relevant information with respect thereto, to the other party.

X. Record Retention and Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, other proof of payment, timecards, sign-in/sign-out sheets, other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in the County, provided that if any such material is located outside the County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

2. Failure on the part of the Contractor to comply with any of the provisions of this paragraph X shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds

that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in its sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subsection X.4 relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, other time and employment records, and proprietary data and information shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in the County, provided that if any such materials and information is located outside the County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

Y. Validity

If any portion, provision, or part of this Contract is held, determined or adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Contract, and (to the extent allowed by law) shall not affect the validity or enforceability of such remaining portions, provisions, or parts.

Z. Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach of such provision. Failure of the County to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

AA. Default and Termination

1. Default

a. The County may, subject to the provisions of subsection c (pertaining to defaults of subcontractors) below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:

i. If the Contractor has materially breached this Contract; or

ii. If the Contractor fails to perform the work within the time specified herein or any extension thereof; or

iii. If the Contractor fails to perform any of the other provisions of this Contract or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of five working days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.

b. In the event the County terminates this Contract in whole or in part pursuant to this subsection, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar goods and services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

c. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight

embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

d. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause or the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to this Exhibit's Section 2.AA.3, Termination for Convenience.

e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

f. As used herein, the terms "subcontractor" and "subcontractors" mean persons, companies, corporations, or other organizations furnishings supplies, services of any nature, equipment, or materials to Contractor, at any tier, under oral or written agreement.

2. Default for Insolvency

The County may terminated this Contract forthwith for default in the event of the occurrence of any of the following:

a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.

b. The filing of a voluntary petition to have the Contractor declared bankrupt.

c. The appointment of a Receiver or Trustee for the Contractor.

d. The execution by the Contractor of an assignment for the benefits of creditors.

e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

3. Termination for Convenience

It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County shall be the sole judge; however, and notwithstanding:

a. The County may at any time terminate this Contract, or any portion thereof, without liability (except as hereinafter provided) by delivering to the Contractor written notice specifying the desired termination date at least 30 days in advance thereof.

b. If this Contract is terminated, the Contractor shall, within 30 days of the Notice of Termination, complete those items of work which are in various stages of completion, which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by the Contractor under this Contract shall be delivered to the County upon request and shall become the property of the County.

4. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Requirements

Failure of the Contractor to maintain compliance with the requirements set forth in this Exhibit's Section 2.F, "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 calendar days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board may terminate this Contract pursuant to Paragraph AA.1 "Default," of this Section 2, and debar the Contractor pursuant to County Code Chapter 2.202.

BB. Notification

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or any substation thereof, or any public box, and any such notice and the envelope containing the same shall be addressed to the Contractor at its place of business, or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing the same to the County shall be addressed to:

Chief Deputy Director
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if the Contractor is a partnership; or by the president, vice president, secretary, or general manager, if the Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

CC. Changes and Amendments of Terms

The County reserves the right to change any portion of the work required under this Contract, or amend such terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

1. For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.

2. For any revision which materially affects the Scope of Work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor or if delegated by the Board, the Director and the Contractor.

3. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time provided; however, the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.

4. The Board or the County's Chief Administrative Officer may require the addition and/or change of certain contract terms and conditions during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the Board or the Chief Administrative Officer. To implement such changes, an amendment or change order will be prepared by Public Works for execution by the Contractor and the Director.

DD. Confidentiality

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, State, and County laws, regulations, ordinances, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

EE. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

FF. Budget Reduction

The County reserves the right to renegotiate the terms of this Contract to reduce the Contractor's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Contract as provided herein.

SECTION 3

GENERAL CONDITIONS OF CONTRACT WORK

A. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects.

B. Public Convenience

The Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

C. Cooperation

The Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. The Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

D. Care and Protection of Facilities

The Contractor shall recognize that any damage to Public Works facilities from Contractor negligence shall, to Public Works' satisfaction, be repaired at the Contractor's expense. The Contractor shall be responsible for the security of any and all of Public Works facilities in its care. The Contractor shall provide protection against vandalism, accidental, or malicious damage, both during working and nonworking hours.

E. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by the Contractor.

F. Permits/Licenses

The Contractor shall be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

G. Quality of Work

The Contractor shall provide the quality of work under this Contract which is at least equivalent to that which the Contractor provides to all other clients it serves. All work shall be executed by experienced workers. All work shall be under supervision of a well-qualified supervisor. The Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

H. Quantities of Work

The Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by the Contractor in responding to the County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by the County.

I. Cooperation and Collateral Work

The Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

J. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

K. Safety Requirements

The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work.

L. Public Safety

It shall be the Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

M. Work Area Controls

The Contractor shall comply with all applicable laws and regulations. The Contractor shall maintain work area in a neat, orderly, clean, and safe manner. The Contractor shall avoid spreading out equipment excessively. Location and

layout of all equipment and materials at each jobsite will be subject to the Director's approval.

N. Transportation

The County will not provide transportation to and from the jobsite and will not provide travel around the limits of the jobsite.

O. Storage of Material and Equipment

The Contractor shall not store material or equipment at the jobsite, except as might be specifically outlined in other sections. Public Works will not be liable or responsible for any damage, by whatever means, or for the theft of the Contractor's material or equipment from any jobsite.

P. Jobsite Safety

The Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices, and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.

Q. Labor Law Compliance

The Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor. The Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

R. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by Labor Code Section 1815.

S. Prohibition Against Use of Child Labor

1. The Contractor shall:

   a. Not knowingly sell or supply to the County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;

b. Upon request by the County, provide the country/countries of origin of any products, goods, supplies, or other personal property the Contractor sells or supplies to the County;

c. Upon request by the County, provide to the County the manufacturer's certification of compliance with all international child labor conventions; and

d. Should the County discover that any products, goods, supplies, or other personal property sold or supplied by the Contractor to the County are produced in violation of any international child labor conventions, the Contractor shall immediately provide an alternative, compliant source of supply.

2. Failure by the Contractor to comply with provisions of this clause will be grounds for immediate cancellation of this Contract.

SECTION 4

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between the County and the Contractor.

The Contractor understands and agrees that all persons furnishing services to the County pursuant to this Contract are, for all purposes, including, but not limited to, Workers' Compensation liability, employees solely of the Contractor and not of the County.

The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of the Contractor pursuant to this Contract.

B. Indemnification

The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract, including, but not limited to, claims or damages for property damage, personal injury, death, claims, or damages under the Comprehensive Environmental Response, Compensation, and Liability Act, the California Health & Safety Code or pursuant to any Federal, State, or local environmental law, regulation or mandate, administrative or judicial. The Contractor shall not be obligated to indemnify the County for the active negligence of the County.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Section 4, Paragraph B (above), and to the extent allowed by law, the Contractor agrees to defend, indemnify and hold harmless the County, its Special Districts, officers, employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of the Contractor, its subcontractors or the County, attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify the County, and hold harmless includes all investigations and

proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. The Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of the County. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by the Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:

   a. Specifically identify this Contract.

   b. Clearly evidence all coverage required in this Contract.

   c. Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.

   d. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its Special Districts, officials, officers, and employees as insureds for all activities arising from this Contract.

   e. Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to the County or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3. Insurer Financial Rating - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.

4. Failure to Maintain Coverage - Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend the Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

5. Notification of Incidents, Claims, or Suits - The Contractor shall report to the County's Contract Manager:

   a. Any accident or incident relating to work performed under the Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.

   b. Any third-party claim or lawsuit filed against the Contractor arising from or related to work performed by the Contractor under this Contract.

   c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."

   d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to the Contractor under the terms of this Contract.

E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

F. Insurance Coverage Requirements for Subcontractors

The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor; or

2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following (can be met by a combination of primary and excess insurance coverage):

a.	General Aggregate:	$2 million
b.	Products/Completed Operations Aggregate:	$1 million
c.	Personal and Advertising Injury:	$1 million
d.	Each Occurrence:	$1 million

2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage).

3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other State for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the Contractor is responsible.

4. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

a.	Each Accident:	$1 million
b.	Disease - policy limit:	$1 million
c.	Disease - each employee:	$1 million

5. As a condition precedent to its performance pursuant to this Contract, the Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the

Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

SECTION 5

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

C. The County may debar a contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County or a nonprofit corporation created by the County; (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that the Contractor may be subject to debarment, Public Works will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have

the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

I. These terms shall also apply to subcontractors of the Contractor.

SECTION 6

CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

A. Contract Subject to Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employee deposit any fees received for such jury service with the Contractor or that the Contractor deducts from the employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity, which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when this Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an

exception to the Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. The Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SECTION 7

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

A. This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

B. The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

C. The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

D. If the Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

E. The above penalties shall also apply if the Contractor is no longer eligible for certification as a result of a change of its status and the Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

A. Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

B. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

SECTION 9

COMPLIANCE WITH LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "employer" as defined under the Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), Contractor shall pay its employees no less than the applicable hourly living wage rate, as set forth immediately below, for the employees' services provided to the County, including, without limitation, "travel time" as defined below in subsection 5 of this Section 9.B under this Contract:

   a. Not less than $11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits for its employees and any dependents; or

   b. Not less than $9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least $2.20 per hour towards the provision of bona fide health care benefits for its employees and any dependents. Contractor will be deemed to have contributed $2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its employees the higher hourly living wage rate.

2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for the County under this Contract. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Living Wage Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which

are provided to the County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.

4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "employer", or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by the County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.

5. For purposes of the Contractor's obligation to pay its employees the applicable hourly living wage rate under this Contract, "travel time" shall have the following two meanings, as applicable: 1) with respect to travel by an employee that is undertaken in connection with this Contract, travel time shall mean any period during which an employee physically travels to or from a County facility if the Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that time; and 2) with respect to travel by an employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), travel time shall mean any period during which an employee physically travels to or from, or between such County facilities if the Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

1. Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list

all of Contractor's employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each employee. All certified monitoring reports shall be submitted on forms provided by the County, or any other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if the Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including, but not limited to, any violation or claim pertaining to wages, hours, and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operation in California.

E. County Auditing of Contractor Records

1. Upon a minimum of 24 hours' written notice, the County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports.

2. Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under this Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's employees are working. Contractor shall also distribute County-provided notices to each of its employees at

least once per year. Contractor shall translate into Spanish and any other language spoken by a significant number of employees the posters and handouts.

G. Enforcement and Remedies

1. If Contractor fails to comply with the requirements of this Section, the County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

2. Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to the County after the date it is due, or if the report submitted does not contain all of the required information, is inaccurate, or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

   a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

   b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time. The liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages in the amount of $100 per monitoring report for each day until the County has been provided with a properly prepared, complete, and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

   c. Termination: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

3. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

   a. Withholding Payment: If Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

   b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time. The liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages of $50 per employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

   c. Termination: Contractor's failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

4. Debarment: In the event Contractor breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

H. 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 the County that it is necessary to use non-full-time employees based on staffing

efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time employees for services provided under this Contract unless and until the County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-employee staffing plan. If Contractor changes its full-time-employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to the County.

I. Contractor Retaliation Prohibited

Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person, or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

J. Contractor Standards

During the term of the Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by the County, Contractor shall demonstrate to the satisfaction of the County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder or to further the organization of, collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

P:\aspub\CONTRACT\LESLIE\STREET SWEEP\2007\8EXHIBIT B.DOC

EXHIBIT C

Department of the Treasury
Internal Revenue Service
Notice 1015

(Rev. December 2005)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?
The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?
You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.
Note: *You are encouraged to notify each employee whose wages for 2005 are less than $37,263 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees?
You must give the employee one of the following:
- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2006.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2005 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?
Eligible employees claim the EIC on their 2005 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2005 and owes no tax but is eligible for a credit of $799, he or she must file a 2005 tax return to get the $799 refund.

How Do My Employees Get Advance EIC Payments?
Eligible employees who expect to have a qualifying child for 2006 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Cat. No. 20599I

EXHIBIT D.1

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

EXHIBIT D.3

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

En el Condado de Los Angeles:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
[illegible]
Grantland Johnson, Secretario

Departamento de Servicios Sociales
[illegible]
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles:
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

EXHBIT E

PROJECT LOCATION/VICINITY MAPS

SUMMARY OF CURB AND PASS MILES

TYPE	MILES
Streets and Highways	99.74
Raised Curbed Medians	2.97
Paved Alleys	11.86
TOTAL MILES:	114.57

NOTE: ALL CURBED PUBLIC STREETS INCLUDING CURBED MEDIANS AND ALLEYS FOUND ON SHEETS 2 THROUGH 11 ARE TO BE SWEPT WEEKLY. ALLEYS ARE SWEPT ON TUESDAY.

SWEEPING MILES SCHEDULE

	CURB AND MEDIANS	ALLEYS
MONDAY	22.89	
TUESDAY	14.59	11.86
WEDNESDAY	20.29	
THURSDAY	21.17	
FRIDAY	23.77	
	102.71	11.86
TOTAL MILES	**114.57**	

PROJECT NAME	WEST WHITTIER STREET SWEEPING					PROJECT I.D. No. RMD4106003	
PROJECT ENGINEER	S. PATEL	C.E. NO. C 58158	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION – DISTRICT 4	T.G. NONE	FILENAME SWEEP-14	SCALE NONE	SHEET 14 OF 14

EXHIBIT E.4

LOS ANGELES COUNTY
DEPARTMENT OF PUBLIC WORKS

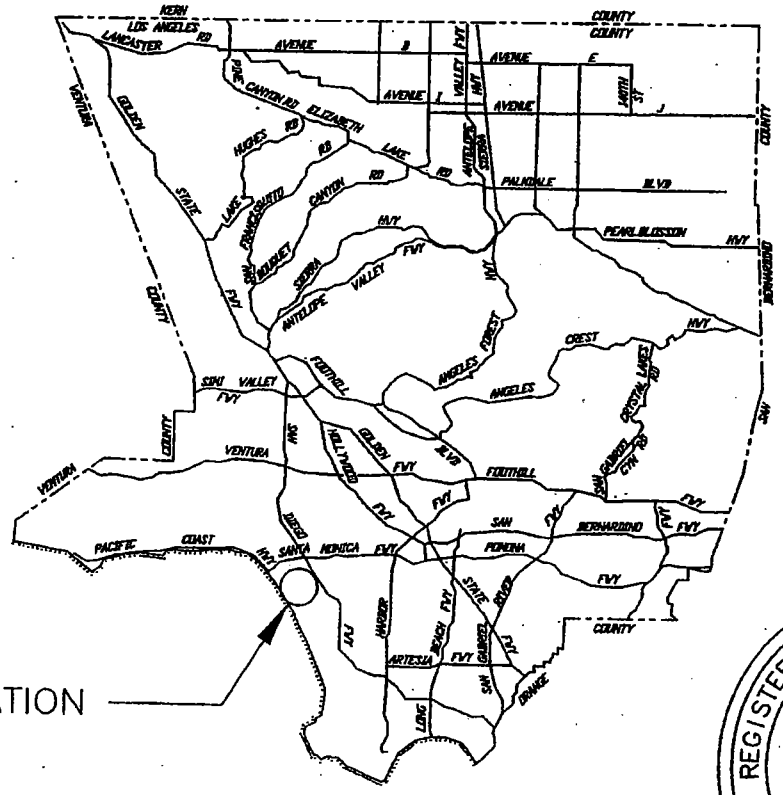
PROJECT ID NO. RMD3206003

PRIME CONTRACTOR LICENSE REQUIRED: NONE

MARINA DEL REY AREA STREET SWEEPING, ET AL.,

ROAD DIVISIONS 233 AND 433

TOTAL LENGTH 53 MILES PER WEEK
(NOT INCLUDING PARKING LOTS)



PROJECT LOCATION

VICINITY MAP
No Scale

REGISTERED PROFESSIONAL ENGINEER
JOSEPH B. YOUNG
C 46465
EXP. 06/30/07
CIVIL
STATE OF CALIFORNIA

INDEX OF SHEETS

SHEET 1 Title Sheet
SHEETS 2–3 Street Limits

APPROVED D.L. WOLFE DIRECTOR OF PUBLIC WORKS

BY _____ DEPUTY DIRECTOR DATE

SUBMITTED

_____ ASST. DEPUTY DIRECTOR–RD.MAINT.DIV. DATE

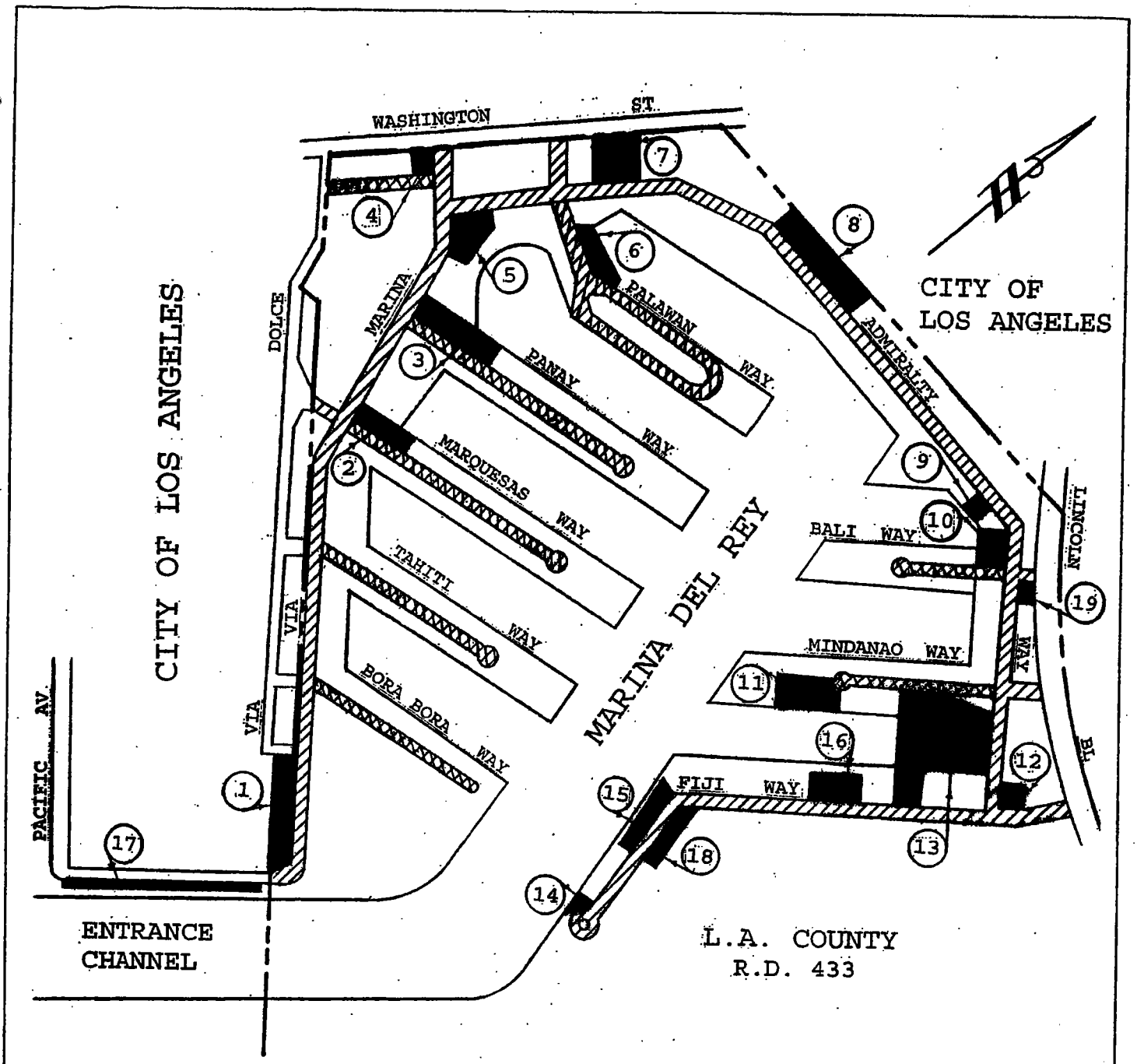
REVIEWED

_____ DISTRICT ENGINEER–RD.MAINT.DIST. 3 DATE

REFERENCES THOMAS GUIDE 671, 672, 701, 702

ROAD DIVISION 233 AND 433

PROJECT ENGINEER	C.E. NO.	DESIGNER	CHECKER	SHEET 1 OF 3 SHTS.
J. YOUNG	C 57158	J. DONALDSON	C. MAYNE	DWG. NO.



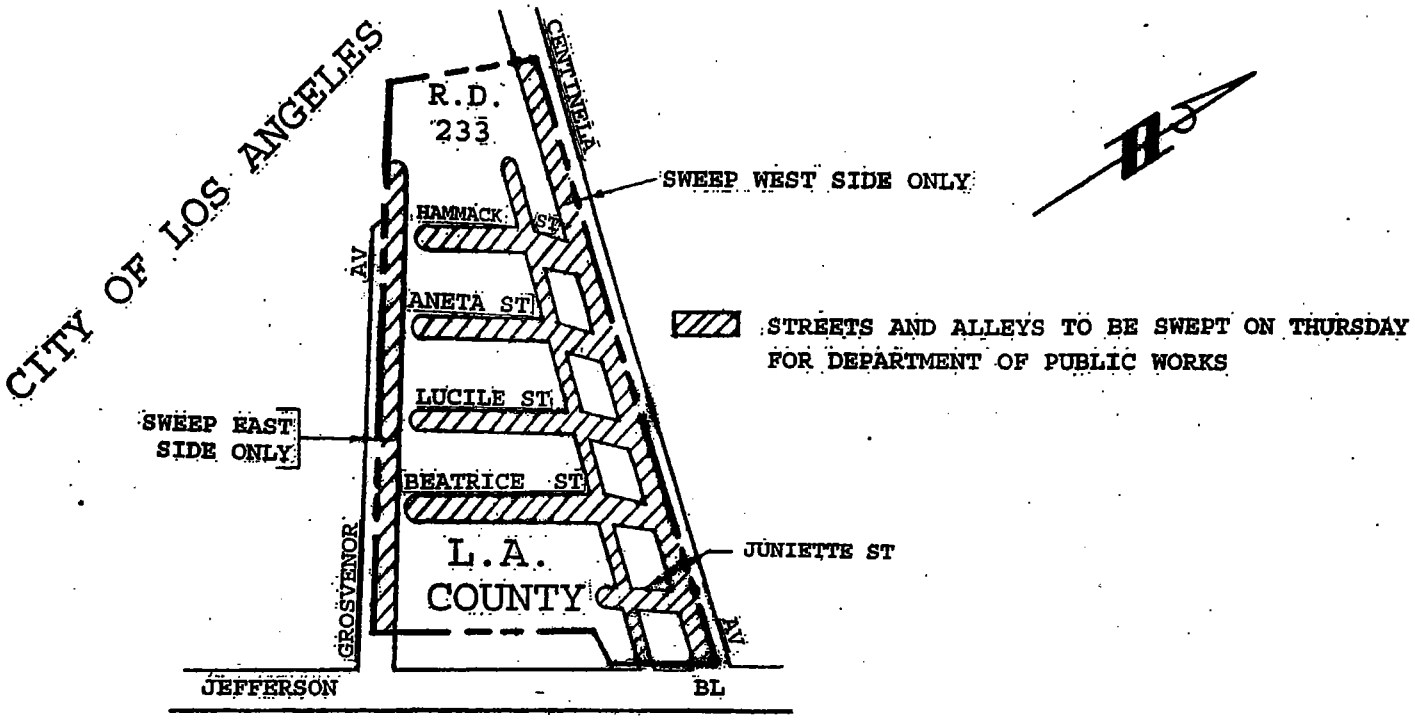
PARKING LOTS TO BE SWEPT FOR DEPARTMENT OF BEACHES & HARBORS

LOT 15 TO BE SWEPT ON SUNDAY, MONDAY, WEDNESDAY, THURSDAY, FRIDAY & SATURDAY EXCEPT FROM MEMORIAL DAY WEEKEND THROUGH THE FIRST WEEK OF SEPTEMBER WHEN IT SHALL BE SWEPT EVERYDAY. LOT 11,13,& 16 TO BE SWEPT ON SUNDAY, MONDAY, THURSDAY & SATURDAY. ALL OTHER LOTS ARE TO BE SWEPT ON MONDAY AND THURSDAY. LOTS 1,2,3,& 7 TO BE SWEPT AFTER 7 A.M. ALL OTHER LOTS TO BE SWEPT PRIOR TO 7 A.M.

STREETS TO BE SWEPT FOR DEPARTMENT OF PUBLIC WORKS ON MONDAY & THURSDAY

STREETS TO BE SWEPT FOR DEPARTMENT OF BEACHES & HARBORS ON MONDAY & THURSDAY AFTER 7 A.M.

PROJECT NAME	MARINA DEL REY AREA STREET SWEEPING, ET AL.					PROJECT I.D. No.	RMD3206003
PROJECT ENGINEER	J. YOUNG	C.E. NO. C 46465	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION – DISTRICT 3	T.G. 671,672 701,702	FILENAME	SCALE NONE	SHEET 2 OF 3



% OF LUMP SUM COST FOR EACH PARKING LOT FOR BID ITEM 3			
LOT NUMBER	% LUMP SUM COST	LOT NUMBER	% LUMP SUM COST
1	7%	9	5%
2	6%	10	8%
3	6%	12	6%
4	4%	14	9%
5	8%	17	9%
6	8%	18	10%
7	4%	19	5%
8	5%	TOTAL	100%

% OF LUMP SUM COST FOR EACH PARKING LOT FOR BID ITEM 4	
LOT NUMBER	% LUMP SUM COST
11	30%
13	52%
16	18%
TOTAL	100%

PROJECT NAME	MARINA DEL REY AREA STREET SWEEPING, ET AL.					PROJECT I.D. No.	RMD3206003
PROJECT ENGINEER	J. YOUNG	C.E. NO. C 46465	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION – DISTRICT 3	T.G. , 672	FILENAME	SCALE NONE	SHEET 3 OF 3

EXHIBIT F

FUEL PRICE ADJUSTMENTS

IF CONTRACTOR PURCHASES FUEL AT MARKET PRICES AT TIME OF PROPOSAL:

The Director may adjust 12 percent of the unit rate of compensation set forth in Form PW-2, 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> for Gasoline - All Grades (Regular) for California, and at <http://tonto.eia.doe.gov/dnav/pet/pet_pri_prop_dcu_r50_m.htm> for Propane (LPG) using West Coast (PADD 5) "Sales For Resale," as appropriate to the vehicle used, beginning on the month of this Contract's start date and thereafter at each successive six month interval (interval may differ), 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 three months preceding the proposal submission date and the fuel price published three months preceding each effective date of the adjustment.

However, when the percentage increase or decrease in the fuel price is less than 5 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 unit rate of compensation to establish the adjusted unit 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 providing these services and the Contractor shall provide records pertaining to its fuel costs upon the County's request.

IF THE CONTRACTOR HAS A LONG TERM AGREEMENT TO PURCHASE FUEL AT A FIXED PRICE FOR A MULTI-YEAR PERIOD AT TIME OF PROPOSAL:

The Director may adjust 12 percent of the unit rate of compensation set forth in 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.

FUEL PRICE ADJUSTMENTS

However, when the percentage increase or decrease in the fuel price is less than 5 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 unit rate of compensation to establish the adjusted unit 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.

EXHIBIT G

SAMPLE CALCULATION OF THE FUEL ADJUSTMENT

Purchasing Fuel at Market Prices

Following sample data will be used to calculate sample calculation of fuel adjustment
Unit Rate from PW-2, Schedule of Prices: $15.00
Proposal due date: February 2007
Contract start date: July 2007

Fuel Adjustment (FA) Component for Propane price:

Propane (On-Highway) - May 2007	245.02 cents per gallon
Propane (On-Highway) - April 2007	293.23 cents per gallon
Percent change in Propane (On-Highway)	19.7% increase

Adjusted Unit Rate (FA component):
= (12% of unit rate)* x (Percent change in Propane Price)
= [(12%) x ($15.00)] x (19.7%)
= ($1.80) x (19.7%)
= $0.35 Fuel Adjustment (increase)

Adjusted Unit Rate for July 2007
$15.00 + $0.35 = $15.35

Purchasing Fuel Under Long-Term Fuel Supply Agreement

Following sample data will be used to calculate sample calculation of fuel adjustment
Unit Rate from PW-2, Schedule of Prices: $15.00
Proposal due date: February 2007 (Long-Term Fuel Price: $2.00 per gallon)
Contract start date: July 2007
Renegotiation of Fuel Price: September 2007 (renegotiated price is $2.25 per gallon)

Fuel Adjustment (FA) Component for Contract price:

February 2007	200.00 cents per gallon
Renegotiated Price in September 2007	225.00 cents per gallon
Percent change in Diesel (long-term price)	12.5% increase

Adjusted Unit Rate (FA component):
= (12% of unit rate) x (Percent change in price)
= [(12%) x ($15.00)] x (12.5%)
= ($1.80) x (12.5%)
= $0.23 Fuel Adjustment (increase)

Adjusted Unit Rate for September 2007
$15.00 + $0.23 = $15.23

Nationwide Environmental Services®

Division of Joe's Sweeping, Inc.

Sweeping Since 1968

11914 Front Street • Norwalk, California 90650

(562) 860-0604 • (800) 222-5637

Fax (562) 868-5726 • info@nes-sweeping.com

www.nes-sweeping.com

PROPOSAL

FOR

STREET SWEEPING SERVICES

IN THE

COUNTY OF LOS ANGELES

FOR 5 LOCATIONS
(2007-PA006)

DUE DATE: FEBRUARY 26, 2007 @ 5:00 P.M.

SUBMITTED BY:

NATIONWIDE ENVIRONMENTAL SERVICES
DIVISION OF JOE'S SWEEPING, INC.
11914 FRONT STREET
NORWALK, CA 90650
(562) 860-0604

Nationwide Environmental Services
Division of Joe's Sweeping, Inc.

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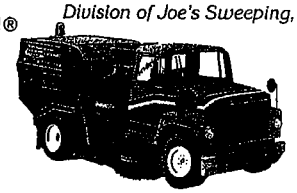
Nationwide Environmental Services®

Division of Joe's Sweeping, Inc.



February 26, 2007

Ms. Leslie Schenk
Administration
County of Los Angeles
900 S. Fremont Avenue
Alhambra, CA 91803

Re: Street Sweeping Proposal

Dear Ms. Schenk:

Please allow us the opportunity to introduce Nationwide Environmental Services (NES), ***one of the first certified street sweeping contractors in the nation.*** We have been providing street sweeping services to over 40 municipalities in the Southern California regions since 1968, including various locations in the County of Los Angeles. As a division of Joe's Sweeping, Inc., NES pledges to continue to provide the excellent and professional service that, historically, has been proven to be our company's most distinguishing attribute.

NES understands the requirements of the RFP and is committed to providing quality street sweeping services utilizing state-of-the-art equipment with a dedicated staff to ensure a clean, healthy and safe environment.

NES is interested in exploring the feasibility of contracting sweeping services with the County of Los Angeles and hopes the attached proposal will give the County staff a clear view of how our Company provides quality services.

If you have any questions, please feel free to contact the following authorized individuals:
Never Samuelian/President, Joe Samuelian/Vice-President and Ani Samuelian/Director
11914 Front Street, Norwalk, CA 90650
Ph. (562) 860-0604 • Fax (562) 868-5726 • Email: ani@nes-sweeping.com

Thank you for your consideration.

Sincerely,

Never Samuelian
President

COMPANY BACKGROUND

Nationwide Environmental Services (NES), a division of Joe's Sweeping, Inc., was founded in 1968 by Joe Samuelian to provide parking lot sweeping services. Joe's mission statement at the time was "To provide quality sweeping services utilizing the latest state-of-the-art equipment and creating the highest level of customer service available." From a single sweeper company to a fleet of more than 70 sweeping and cleaning vehicles, serving over 40 municipalities, that mission statement is as true today as it was over 35 years ago.

Our extensive fleet of sweeping and cleaning vehicles continues to maintain municipalities, residential communities (HOA), business parks, parking facilities, construction sites, and various unified school districts. Our current contracts cover street sweeping services within the greater Los Angeles area, and the surrounding areas of Orange County, Ventura, San Bernardino, and Riverside with populations ranging from 10,000 to 200,000.

Our high level of customer service along with our reputation of providing quality services has been acknowledged by WorldSweeper.com who has featured NES as the 'Contractor of the Month' for December 2006. NES was selected from over 5,000 U.S. sweeping contractors. In addition, NES was one of the first sweeping companies to attain the status of Certified Sweeping Contractor in the nation through the north american Power Sweeping association (naPSa). (See Additional Information)

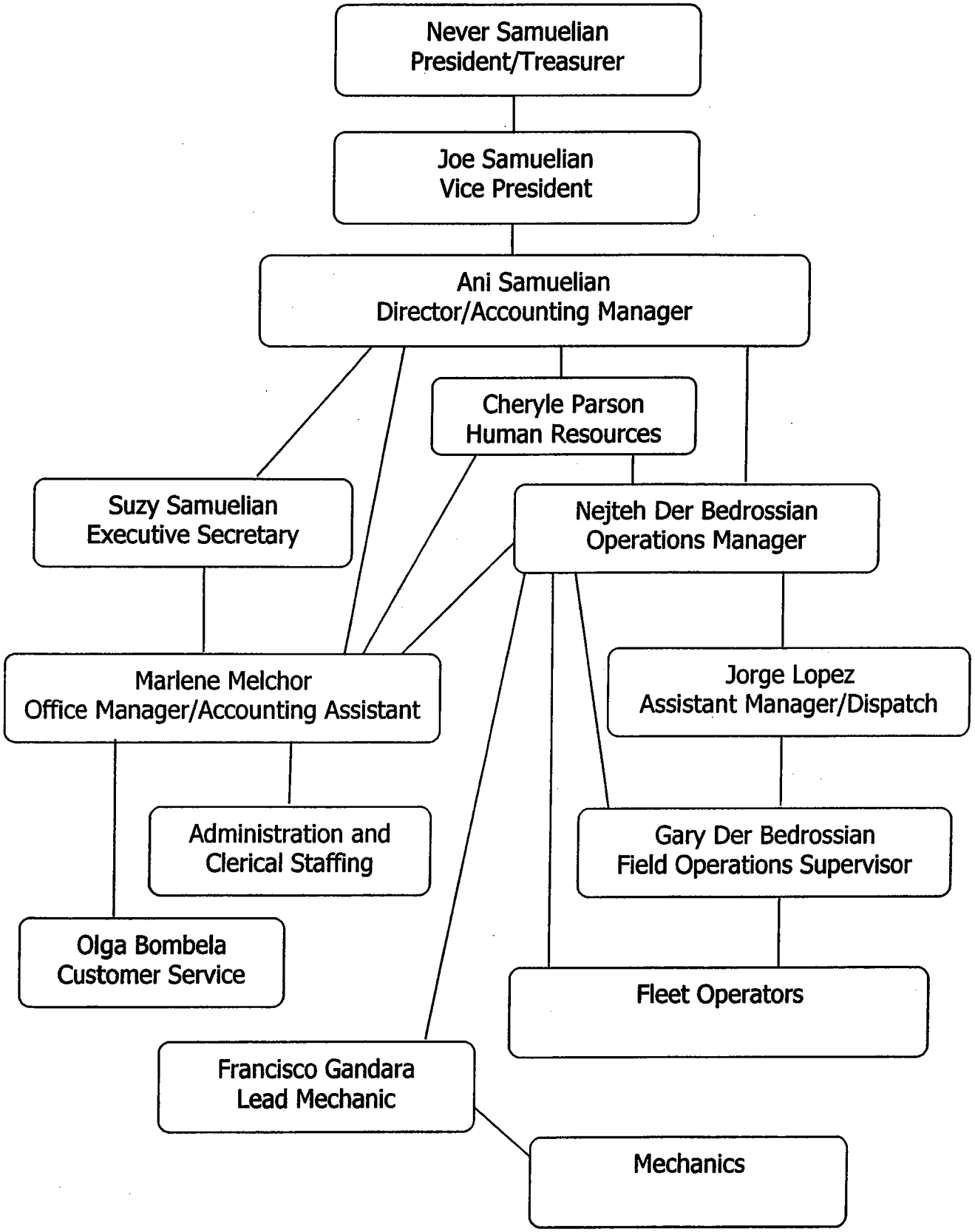
Our clean, efficient street sweeping services enhance a community's appearance. NES provides consistent and thorough sweeping services, thereby, ensuring a cleaner environment in which to reside and work. This type of environment promotes community pride and helps increase property values.

At NES we realize the importance of a clean and dependable fleet. Our vehicles are routinely cleaned and inspected which allows us to consistently present a positive image. Our truck mechanics are highly qualified and every driver is a trained professional. Everyone at NES is dedicated to keeping our fleet on the road and on time. Our motto is "Service First," which ensures, you the client, when a NES truck is in your community it is serious about keeping your community clean.

Our dedicated staff is committed to serving the community in the most environmental, safe, and efficient manner possible. We take great pride in our fleet and we make certain our customers and residents are satisfied with our sweeping performance.

Nationwide Environmental Services® Division of Joe's Sweeping, Inc.

ORGANIZATIONAL CHART



EXPERIENCE

NES is currently under contract with over 40 municipalities in which six are street sweeping contracts with the County of Los Angeles. Furthermore, NES is the current street sweeping contractor for South Whittier, West Whittier, Marina Del Rey and Valinda/Hacienda Heights; therefore, NES is well aware of the scope of services in these areas.

NES employs a state-of-the-art 24 hours-a-day dispatch service should the need for re-sweeping or emergency requests arise. Moreover, NES has a fleet of over 70 sweeping and cleaning vehicles which are in excellent condition and maintained on a daily basis.

NES employs a staff of over 60 street sweeper operators which are experienced and dedicated in keeping the environment clean and free of debris. Our employees wear company issued uniforms, which we believe is just one step to preventing possible injury due to loose or unacceptable clothing attire. It is our company's policy to provide our employees with proper safety training, therefore, all employees attend regularly scheduled company safety meetings to ensure proper safety standards are being met for a safe work place. To assist NES in employee communication, all employees are equipped with digital two-way radios which allows NES the capability of communicating with its employees at any given time, thus, allowing NES to respond promptly to events and possible emergencies. NES meets all the regulatory requirements of all Federal, State and Local laws.

All company managers and supervisors have been employed with NES for over 15 years. They understand the importance of quality work and they make sure each and every employee is well trained to provide excellent services to our customers. Moreover, we schedule group and individual meetings on a regular basis to evaluate our employees' performances and discuss any issues that need to be addressed.

PERSONNEL

NES maintains a drug-free workplace and employs a staff of over 60 sweeper operators including back-up personnel. This method of employing back-up sweeper operators allows NES to manage personnel changes without sacrificing the quality of service to any one of our customers.

At NES, employees are trained and competent to assure quick response along with professional services. Nonetheless, employees are knowledgeable about correct sweeping practices; therefore, they sweep each route according to the contract specifications and provide high quality services, *a basic standard of NES.*

NES provides 24/7 on-call street sweeping dispatch services, thus allowing us to respond immediately to emergencies or requests for service. Our customer service representatives offer immediate action to requests and complaints with follow-up responses within minutes. Employees are equipped with digital two-way radios which allows NES the capability of communicating with its employees.

NES has been known for its remarkable quality of service and stands above all others in the industry by providing excellent customer service. Ani Samuelian/Director and Nejteh Der Bedrossian/Operations Manager will manage and supervise the street sweeping contracts with the County of Los Angeles. Both individuals are highly trained and experienced in maintaining the highest level of customer service by focusing on guaranteed satisfaction. This experience is enhanced by their many years and excellent skills in the fields of marketing and customer service. Together their goal is to provide immediate response to service requests, billing or contract issues. Currently, both individuals oversee and administer over 40 street sweeping contracts in the Southern California area.

Nationwide Environmental Services
Division of Joe's Sweeping, Inc.

STAFFING

Executive:

Never Samuelian	President/Treasurer
Joe Samuelian	Vice President
Ani Samuelian	Director/Accounting Manager
Suzy Samuelian	Executive Secretary

Administrative:

Cheryle Parsons	Human Resources
Marlene Melchor	Office Manager/Accounting Assistant
Olga Bombela	Customer Service
Clerical Personnel	

Operations:

Nejteh Der Bedrossian	Operations Manager
Jorge Lopez	Assistant Manager/Dispatch
Gary Der Bedrossian	Field Operations Supervisor
Fleet Service Operators	

Mechanics:

Javier Gandara	Lead Mechanic
Mechanics	

Nationwide Environmental Services® Division of Joe's Sweeping, Inc.

RESUME

JOE SAMUELIAN

Vice President

EMPLOYMENT HISTORY:

NATIONWIDE ENVIRONMENTAL SERVICES.....1968 to Present
(Founder and Vice-President)

Current Responsibilities: Oversee the planning and implementation of all company operations, goals, financials, programs and policies; contracts, insurance bonding, accounting, forecasting and reviewing of all company activities. Meet with clients and customers to assure the effectiveness of our operations and to establish a positive on-going working relationship. Analyze new procedures and equipment available to improve operations giving authority and approval to management staff to purchase major equipment. Participate in weekly meetings to research, plan and provide positive input in regard to the operations of the company and evaluate quality, efficiency and effectiveness of the overall operation.

PROFESSIONAL SKILLS: Multi-lingual: English, Spanish, Armenian, Arabic, Turkish

EDUCATION:
Aleppo College. Aleppo, Syria.
Course of study included: Business Management
Contractors State License Board:
Lic. #600689
Class: B, C33

AFFILIATIONS:
L.A. Chapter Maintenance Superintendents Association
north american Power Sweeping association (naPSa)

Nationwide Environmental Services® Division of Joe's Sweeping, Inc.

RESUME

ANI SAMUELIAN
Director

EMPLOYMENT HISTORY:

NATIONWIDE ENVIRONMENTAL SERVICES . . . . . 1994 to Present

2004. . . . .Director
2000. . . . .Administrator
1995. . . . .Human Resources
1994. . . . .Accounting

Current Responsibilities: Oversee daily operations; contract management; accounts payable/receivable/payroll. Assist in establishing effective company goals and evaluate all insurance and bonding policies and procedures. Responsible for developing and implementing marketing strategies. Provide adequate communication with staff to identify problems and coordinate corrective action plans. Coordinate with department heads to facilitate efficient management functions. Participate in weekly meetings to discuss daily operations performance, regulatory issues, client concerns and company policies and procedures. Responsible for ensuring compliance of all State and Federal laws and regulations. Oversee Human Resources and Public Relations.

PROFESSIONAL SKILLS: Bilingual: English and Armenian

EDUCATION: Southern California College of Business & Law.

AFFILIATIONS: L.A. Chapter Maintenance Superintendents Association
north american Power Sweeping association (naPSa)

Nationwide Environmental Services® Division of Joe's Sweeping, Inc.

RESUME

NEJTEH DER BEDROSSIAN

Operations Manager

EMPLOYMENT HISTORY:

NATIONWIDE ENVIRONMENTAL SERVICES .....1987 to Present

1995 ....Operations Manager
1993 ....Assistant Operations Manager
1987 ....Sweeper Operator

Current Responsibilities: Oversee and supervise the daily operations of the plant. Responsible for organizing daily service routes and schedules for an effective operation; managing disposal operations; monitoring and inspecting field operations; project point liaison for emergency callouts or request for services; monitors and reviews GPS tracking system reports. Oversee and supervise the daily maintenance and cleanliness of all vehicles. Perform cost comparison analysis to determine the most efficient and cost effective way to provide services to our clients. Responsible for inventory control of the plant and purchases for maintaining an effective operation. Participate in weekly meetings to discuss daily operations performance, regulatory issues, client concerns and company policies and procedures. Responsible for ensuring compliance of all State and Federal laws and regulations.

PROFESSIONAL SKILLS: Multi-lingual: English, Spanish, Armenian, Arabic, Turkish

EDUCATION: Rio Hondo College, Business Administration

AFFILIATIONS: L. A. Chapter - Maintenance Superintendents Association
north american Power Sweeping association (naPSa)

Work Description

Nationwide Environmental Services (NES) general work plan to meet street sweeping requirements for Azusa/Covina/Claremont, South Whittier, West Whittier, Marina Del Rey, and Valinda/Hacienda Heights incorporates a well-managed administration and operational structure supported by interdepartmental team work. NES' operations manager will meet with County representatives to examine and evaluate the sweeping schedule according to contract specifications and schedules.

NES will sweep all public streets, paved alleys and curbed medians within the Project limits as indicated in Exhibits E.1 through E.4. Our primary objective is to remove all leaves, paper, dirt, rocks, glass, bottles, cans and other debris to ensure free flow of water in the gutter and to maintain streets in a state of cleanliness. NES provides consistent and thorough sweeping services, thereby, ensuring not only a cleaner environment in which to reside and work, but additionally, assists communities in diverting debris from storm drain systems. The diversion of debris is an important step in meeting NPDES (National Pollutant Discharge Elimination System) mandates.

Furthermore, employees are experienced, trained and expected to make a "Clean Sweep" (i.e., passes required to eliminate debris from all areas) of all streets. Employees fully understand their responsibilities and debris not picked up by the street sweeper will be hand swept by the driver before leaving the area. Employees will be driving at speeds of not more than six miles per hour in Azusa/Covina/Claremont, Valinda/Hacienda Heights, Marina Del Rey and not more than eight miles per hour in South and West Whittier.

All debris and refuse collected from street sweeping will be hauled to a legally established disposal facility at no additional cost to the County. NES will furnish all water necessary for sweeping operations to minimize dust.

Parking Lot Sweeping – Marina Del Rey

In addition to sweeping streets, curbed medians and paved alleys, NES will also sweep public parking lots operated by the County of Los Angeles Department of Beaches and Harbors in Marina Del Rey (designated as parking lots 1 through 19). Sweeping speed in the parking lots will not exceed six miles per hour.

Work Schedule

Upon award, NES will prepare a complete sweeping schedule for all locations and will submit the schedule to the contract manager for approval. The schedule will include the curb miles, paved alley miles, alleys and the medians to be swept as well as the daily starting time. In addition, NES will submit a route map showing streets, alleys and medians to be swept each day and will adhere to the following guidelines:

1. Streets that have parking restrictions will be swept only during the posted day and hour.
2. Streets will not be swept on the same day as trash pick-up. Whenever feasible, sweeping will be performed the day after trash pick-up, except one to days after trash pick-up for Valinda/Hacienda Heights.
3. Streets adjacent to schools and commercial developments will be swept prior to 7:00 a.m. or such time as daily public activities start.
4. Streets adjacent to apartments, condominiums or other areas where all night street parking is prevalent will be swept after 8:00 a.m.
5. Major highways will not be swept during peak traffic hours.
6. Residential areas will not be swept prior to 7:00 a.m. or after 3:30 p.m.
7. Street sweeping will be scheduled so that both sides of a street are not swept in the same day, unless the Contract Manager directs us to do so.

Alternate Day Sweeping

Streets in Valinda/Hacienda Heights, Azusa/Covina/Claremont and West Whittier will be swept on an alternate day sweeping schedule. NES will sweep 2 sides of a street on 2 separate and consecutive days.

Within 30 days after notification of award, NES will provide a finalized and working alternate day sweeping schedule at no additional cost to the County.

Inspection/Quality Control

Upon award, NES will designate a primary and alternative Quality Control Representative to implement a quality control plan. The representative will routinely inspect and monitor the work to ensure compliance with the plans, specifications and approved sweeping schedules.

Employees are required to complete detailed daily logs which are reviewed by management. Moreover, supervisors are in the field everyday to monitor and inspect the sweeping performance of each vehicle and driver. Weekly management meetings are scheduled with the executive staff to ensure optimum coordination and address and resolve any concerns.

Equipment Compliance, Laws and Regulations

NES is in compliance with all applicable laws and regulations, including, but not limited to all Air Quality Management District (AQMD) regulations. All equipment utilized for sweeping services are compliant with AQMD Rules 1186 and 1186.1. In the event of a mechanical breakdown of an alternate-fuel street sweeper, NES will comply with AQMD Rule 430.

Street sweepers are maintained daily, both mechanically and in appearance. All street sweepers will be clearly marked with our company name, phone number and vehicle number. Sweeper operators will be equipped with two-way radios and cellular phones.

In addition, all street sweepers will be equipped with GPS tracking systems (Teletrac) which will be capable of reporting real time data.

Reports

NES will submit reports to the Contract Manager on the second working day of each week for the previous week, indicating the following for each location:

1. Curb miles and paved alley miles swept each day.
2. Scheduled curb miles and paved alley miles swept and areas missed.
3. When missed areas were swept.
4. Number of complaints received each day.
5. Reasons scheduled sweeping was not performed or completed as scheduled.
6. Waste tonnage summary reports and copies of receipts.

Contractor's Representative

Before starting work, NES will designate, in writing, a representative and alternate representative who will have authority to act on behalf of the company. All company representatives will be able to speak, read and write the English language.

Additional Sweeping/Inclement Weather/Holidays

NES will provide additional sweeping of any street and alley within the areas shown on the plans at any time when ordered by the Contract Manager. The additional sweeping will be invoiced at the price per curb mile or paved alley mile, as appropriate. The method of payment may be determined by the Contract Manager.

If inclement weather prevents adherence to the regular sweeping schedule for two days or less in a given week, NES will sweep the affected areas prior to the next sweeping schedule, if ordered by the Contract Manager.

When a holiday or observance as specified in the Government Code of the State of California occurs on a regular scheduled sweeping day and the subject sweeping area is not swept, upon approval from the Contract Manager, NES will sweep the affected areas within two working days of the regular scheduled sweeping day without interruption of the regular sweeping schedule.

City Incorporation

In the event any areas to be swept under this contract attain incorporation as a City, NES will continue to sweep the streets and alleys shown on the contract plans at the contract's unit price per curb mile until the termination date of the contract or as directed by the County.

Communication and Complaints

NES will provide the County with a telephone answering service and a toll free telephone number, from 7:30 a.m. to 4:30 p.m., Monday through Friday, except legal holidays.

Complaints brought to our attention prior to 3:00 p.m. will be investigated and resolved that same day and complaints brought to our attention after 3:00 p.m. will be investigated and resolved before noon on the following day. In addition, sweeper operators are trained to contact the office at the end of their shift to determine if any complaints were logged; if so, the employee would immediately rectify the issue before returning to NES. Complaint forms will be filled out for each complaint including the steps taken to resolve the complaint.

Safety Requirements

NES will observe all applicable Cal/OSHA and Public Works safety requirements. In addition, NES will comply with all Federal, State, and local occupational safety regulations. NES will provide all safeguards, safety devices and protective equipment to provide a safe service area. A Project Safety Official who is familiar with NES' Injury and Illness Prevention Program and Code of Safe Practices will be assigned to the project.

SUBCONTRACTORS

There will be no subcontractors used.

FINANCIALS

SEPARATE ENVELOPE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

06/01/2007

DATE (MM/DD/YY) 05/30/2006

PRODUCER
Lockton Insurance Brokers, Inc.
725 S. Figueroa Street, 35th Fl.
CA License #0714705
Los Angeles CA 90017
(213) 689-0065

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
1057827
Nationwide Environmental Svs.
DBA: Joe's Sweeping, Inc.
11914 Front Street
Norwalk CA 90650

INSURER A: U.S. Fire
INSURER B: St. Paul Fire & Marine Ins. Co.
INSURER C:
INSURER D:
INSURER E:

COVERAGES JOESW01 S5

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	5437101474	06/01/2006	06/01/2007	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	1337203557	06/01/2006	06/01/2007	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
	GARAGE LIABILITY [ ] ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ XXXXXXX $ XXXXXXX $ XXXXXXX
B	EXCESS LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] UMBRELLA FORM [X] RETENTION $ 10,000	QK04500050	06/01/2006	06/01/2007	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	4086902259	06/01/2006	06/01/2007	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
10 Day Notice of Cancellation for Non-Payment of Premium

CERTIFICATE HOLDER
2093851
Evidence of Insurance

ADDITIONAL INSURED; INSURER LETTER: ____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

Section A

1. Employees report to work at the beginning of their shifts at our office located at 11914 Front Street, Norwalk, CA 90650. Employees' shifts begin upon arrival to our office.
2. Employees are required to fill-in daily timecards which track their start times. In addition, we have supervisors around-the-clock to monitor employee start and finish times.
3. Employees are required to fill-in daily timecards which track their start and finish times. These timecards are maintained by our firm. Employees create their own timecards and turn them in on a biweekly basis to the manager. The manager reviews the employees' timecards for accuracy. The timecards are maintained in the employees' files and are used to create payroll. See Attached.
4. The timecards are filled-in by the employees and reviewed by the manager. The manager compares the timecard with his daily schedule. The employee and the manager both sign the timecard.
5. All employees are required to take lunch breaks if they work in excess of 6 hours. The employees are required to log in their lunch break on their timecard. In addition, all employees are required to take 15 minute rest periods for every 4 hours worked. All employees are required to sign a sheet on a biweekly basis acknowledging that they took their rest periods during the 2 week payroll cycle. The manager reviews each timecard to make sure each employee took a lunch break. In addition, the manager reviews the rest period signature sheet to make sure each employee took a rest break.

Section B

1. Employees are paid with computerized checks. The employees receive one check which has separate line items for straight time, overtime, and double time, if applicable. The checks include the following information: Employee Name, Employee ID, SS #, Payroll Period, Check Date, Hourly Straight Time Rate, Hourly Overtime Rate, Hourly Double Time Rate, Gross, Net, Hours Worked, Total Hours, Mandated Tax Deductions (SS, Med, Fed, State, SDI) and any garnishments, if applicable. See Attached.
2. N/A – Payroll is computerized.
3. Payroll is completed in-house on a computerized payroll program. Employee hours are taken from the timecard and manually inputted into the payroll software. An employee with different pay rates will have more than one pay rate field. The payroll administrator will input the hours for each job type next to the correct hourly rate field. If different jobs are performed during the payroll period, the manager will indicate County or Non-County job on the timecard.

4. Travel time is paid at the employees County Living Wage rate. If an employee works 3 hours on a County Living Wage contract and then travels one hour to another work location to work four hours where the pay rate is different than the County's Living Wage rate the employee is paid the County Living Wage rate for the travel time. If an employee works three hours at a work location under a County Living Wage contract and then travels one hour to another work location to work four hours, the employee is paid the County Living Wage rate.
5. Overtime is calculated at 1½ times the straight time rate. If an employee has multiple wage rates and works overtime, the employee will be paid 1½ times of the rate which led him/her into the overtime.

N.E.S Employee Name: _____

Pay Period: February 5, 2007 - February 18, 2007

Week 1

Date		Regular Hrs.	P. Wage Hrs
Monday 02/05/07	In	6:00 AM	
	Out	10:30 AM	
	In	11:00 AM	
	Out	4:30 PM	
		10:00	**0:00**
Tuesday	In	6:00 AM	
	Out	10:30 AM	
	In	11:00 AM	
	Out	4:30 PM	
		10:00	**0:00**
Wednesday	In	6:00 AM	
	Out	10:30 AM	
	In	11:00 AM	
	Out	4:30 PM	
		10:00	**0:00**
Thursday	In	5:00 AM	
	Out	10:30 AM	
	In	11:00 AM	
	Out	4:30 PM	
		11:00	**0:00**
Friday	In	6:00 AM	
	Out	10:30 AM	
	In	11:00 AM	
	Out	5:30 PM	
		11:00	**0:00**
Saturday	In		
	Out		
	In		
	Out		
		0:00	**0:00**
Sunday	In		
	Out		
		0:00	**0:00**

Reg Hours	40:00:00
Reg Overtime Hrs.	12:00:00
Total Hours	52:00:00
Prevailing Wage Hrs.	
Prev. Wage Overtime Hrs.	
Total P.W. Hrs.	0:00:00

Grand Total Reg. 80:00:00

Grand Total PW 0:00:00

Week 2

Date		Regular Hrs.	P. Wage Hrs.
Monday 02/12/07	In	6:00 AM	
	Out	10:30 AM	
	In	11:00 AM	
	Out	4:30 PM	
		10:00	**0:00**
Tuesday	In	5:00 AM	
	Out	10:30 AM	
	In	11:00 AM	
	Out	4:30 PM	
		11:00	**0:00**
Wednesday	In	5:00 AM	
	Out	10:30 AM	
	In	11:00 AM	
	Out	4:30 PM	
		11:00	**0:00**
Thursday	In	5:00 AM	
	Out	11:00 AM	
	In	12:00 PM	
	Out	5:00 PM	
		11:00	**0:00**
Friday	In	6:00 AM	
	Out	10:30 AM	
	In	11:00 AM	
	Out	4:30 PM	
		10:00	**0:00**
Saturday	In		
	Out		
	In		
	Out		
		0:00	**0:00**
Sunday	In		
	Out		
		0:00	**0:00**

Reg Hours	40:00:00
Reg Overtime Hrs.	13:00:00
Total Hours	53:00:00
Prevailing Wage Hrs.	
Prev. Wage Overtime Hrs.	
Total P.W. Hrs.	0:00:00

Grand Total O/T 25:00:00

Grand Total PW O/T 0:00:00

Employee Signature

Manager Signature

NATIONWIDE ENVIRONMENTAL SERVICES

Employee ID:
Social Sec #

	This Check	Year to Date		Hours	Rate	Total
Gross			Regular			
Fed_Income			Overtime			
Soc_Sec						
Medicare						
State						
SDI						

Net Check: Total

Pay Period Beginning: Check Date:
Pay Period Ending: Check Number:

Nationwide Environmental Services
A Division of Joe's Sweeping, Inc.

11914 FRONT STREET, NORWALK, CA 90650 • (562) 860-0604 • FAX (562) 868-5725

BANK OF ORANGE COUNTY
NORWALK, CA 90650-2971
90-3795-1222

PAY

DATE AMOUNT

TWO SIGNATURES REQUIRED OVER $5,000

TO THE ORDER OF:

MP

MP

FORM PW-1

VERIFICATION OF PROPOSAL

DATE: Feb. 26, 2007 | **THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:**

1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.

2. NAME OF SERVICE: STREET SWEEPING

DECLARANT INFORMATION

3. NAME OF DECLARANT: Never Samuelian

4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER(S).

5. MY TITLE, CAPACITY, OR RELATIONSHIP TO THE PROPOSER(S) IS: President

PROPOSER INFORMATION

6. Proposer's full legal name: Joe's Sweeping, Inc. | Telephone No.: (562) 860-0604

Address: 11914 Front Street, Norwalk, CA 90650 | Fax No.: (562) 868-5726

e-mail: ani@nes-sweeping.com | County WebVen No.:50587701 | IRS No.: 95-4251996 | Business License No.:103960

7. Proposer's fictitious business name(s) or dba(s) (if any): Nationwide Environmental Services & JNL Building Services

County(s) of Registration: Los Angeles County | State: California | Year(s) became DBA: 1990 & 1996

8. The Proposer's form of business entity is (CHECK ONLY ONE):

☐ Sole proprietor	Name of Proprietor:	
☒ A corporation:	Corporation's principal place of business: 11914 Front Street, Norwalk, CA 90650	
	State of incorporation: California	Year incorporated: 1989
☐ Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts	President/CEO:	
	Secretary:	
☐ A general partnership:	Names of partners:	
☐ A limited partnership:	Name of general partner:	
☐ A joint venture of:	Names of joint venturers:	
☐ A limited liability company:	Name of managing member:	

9. The only persons or firms interested in this proposal as principals are the following:

Name(s) Never Samuelian	Title President	Phone (562) 860-0604	Fax (562) 868-5726
Street 11914 Front Street	City Norwalk	State California	Zip 90650
Name(s) Joe Samuelian	Title Vice President	Phone (562) 860-0604	Fax (562) 868-5726
Street 11914 Front Street	City Norwalk	State California	Zip 90650

10. Is your firm wholly or majority owned by, or a subsidiary of another firm? ☒ No ☐ Yes
If yes, name of parent firm: _____
State of incorporation/registration of parent firm: _____

11. Has your firm done business under any other name(s) within the last five years? ☒ No ☐ Yes If yes, please list the other name(s):
Name(s): _____ Year of name change: _____
Name(s): _____ Year of name change: _____

12. Is your firm involved in any pending acquisition or merger? ☒ No ☐ Yes
If yes, indicate the associated company's name: _____

13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.

14. CHECK ONE: ☒ (a) I am making these representations on my personal knowledge; OR
☐ (b) I am making these representations based on information and belief that they are true.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct.

Signature of Proposer or Authorized Agent: Never Samuelian | Date: February 26, 2007

Type name and title: Never Samuelian, President

FORM PW-2.4

SCHEDULE OF PRICES

STREET SWEEPING – MARINA DEL REY

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment, supervision, and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

ITEM	DESCRIPTION	UNIT	ANNUAL QUANTITY	UNIT PRICE	ANNUAL PRICE
1	Weekly and twice weekly sweeping of curbed streets[1] for the Department of Public Works.	CURB MILES (CM)[2]	1,664	$24.50	$40,768.00
2	Weekly sweeping of paved alleys for the Department of Public Works.	PASS MILES (PM)[3]	52	$24.50	$1,274.00
3	Twice weekly sweeping of curbed streets for the Department of Beaches and Harbors.	CURB MILES (CM)	988	$24.50	$24,206.00
4	Twice weekly sweeping of 0.5 mile paved alleys for the Department of Beaches and Harbors.	PASS MILES (PM)	52	$24.50	$1,274.00
5	Twice weekly sweeping of public Parking Lots[4] 1 to 10, 12, 14, 17, 18 and 19 for the Department of Beaches and Harbors.	1 SWEEPING OF SPECIFIED LOTS	104	$316.00	$32,864.00
6	Four times per week, sweeping of public Parking Lots 11, 13, and 16 for the Department of Beaches and Harbors.	1 SWEEPING OF SPECIFIED LOTS	208	$85.00	$17,680.00
7	Sweeping public Parking Lot 15 for the Department of Beaches and Harbors 6 times per week from second week of September to Memorial Day weekend.	1 SWEEPING OF SPECIFIED LOT	222	$31.50	$6,993.00
8	Sweeping public Parking Lot 15 for the Department of Beaches and Harbors once weekly on Tuesday from Memorial Day weekend through first week of September.	1 SWEEPING OF SPECIFIED LOT	15	$43.00	$645.00
				TOTAL ANNUAL PROPOSED PRICE	$125,704.00

---

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) shall equal a swept path not less than 5 feet wide along curbed streets or medians for a total length of 5,280 feet (See Part I, Section 2. E, Services to be Performed).

3 A Pass Mile (PM) shall equal a swept path not less than 5 feet wide along uncurbed pavement for a total length of 5,280 feet (See Part I, Section 2. E, Services to be Performed).

4 Sweeping parking lots includes sweeping of curbed medians, the furnishing of water, and the proper disposal of all debris resulting from sweeping operations.

FORM PW-2.4

LEGAL NAME OF PROPOSER		
Nationwide Environmental Services a division of Joe's Sweeping, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
TITLE OF AUTHORIZED PERSON		
President		
DATE	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE
February 26, 2007	N/A	N/A
PROPOSER'S ADDRESS:		
11914 Front Street Norwalk, CA 90650		
PHONE	FACSIMILE	E-MAIL
(562) 860-0604	(562) 868-5726	ani@nes-sweeping.com

FORM PW-3

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: Nationwide Environmental Services a division of Joe's Sweeping, Inc.		
Company Address: 11914 Front Street		
City: Norwalk	State: CA	Zip Code: 90650
Telephone Number: (562) 860-0604		
(Type of Goods or Services): Sweeping Services		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program Is Not Applicable to My Business

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Never Samuelian	President
Signature:	**Date:**
Never Samuelian	February 26, 2007

FORM PW-4

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: STREET SWEEPING SERVICES (2007-PA006)
SERVICE BY PROPOSER Street Sweeping Services
PROPOSAL DATE: February 26, 2007

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2002	2003	2004	2005	2006	Total	Current Year to Date
1. Number of contracts.	53	55	54	51	52	265	53
2. Total dollar amount of Contracts (in thousands of dollars).	5.9 Million	6.6 Million	7.0 Million	7.2 Million	7.2 Million	33.9 Million	1.2 Million
3. Number of fatalities.	None	None	None	None	None	None	None
4. Number of lost workday cases.	None	None	None	None	None	None	None
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	None	None	None	None	None	None	None
6. Number of lost workdays.	None	None	None	None	None	None	None

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Never Samuelian
Name of Proposer or Authorized Agent (print)

Signature

February 26, 2007
Date

FORM PW-5

CONFLICT OF INTEREST CERTIFICATION

I, Never Samuelian

- ☐ sole owner
- ☐ general partner
- ☐ managing member
- ☒ President, Secretary, or other proper title) _____

of Nationwide Environmental Services a division of Joe's Sweeping, Inc.
Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

> **Contracts Prohibited.** A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.
>
> 1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
>
> 2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
>
> 3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
>
>   (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
>
>   (b) Participated in any way in developing the contract of its service specifications; and
>
> 4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed _____ Date February 26, 2007

FORM PW-7

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name Nationwide Environmental Services a division of Joe's Sweeping, Inc.
Address 11914 Front Street, Norwalk, CA 90650
Internal Revenue Service Employer Identification Number 95-4251996

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	☒ YES ☐ NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	☒ YES ☐ NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	☒ YES ☐ NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	☒ YES ☐ NO

Proposer Nationwide Environmental Services a division of Joe's Sweeping, Inc.	
Authorized representative Never Samuelian	
Signature [signature]	Date February 26, 2007

FORM PW-8

LIST OF SUBCONTRACTORS

The proposer is required to fill in the following blanks.

Subcontractors listed must be properly licensed under the laws of the State of California for the type of work which they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same work.

Name under which Subcontractor is licensed	License Number	Address	Specific Description of Subcontract work
N/A			

FORM PW-9

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and SBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Nationwide Environmental Services a division of Joe's Sweeping, Inc.
My County (WebVen) Vendor Number: 50587701

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☐ I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
☒ I AM	
☒	As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	☐ Sole	☐ Partnership	☒ Corporation	☐ Nonprofit	☐ Franchise
☐ Other (Please Specify):					
Total Number of Employees (including owners): 73					

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					2	
Hispanic/Latino			1	1	54	1
Asian or Pacific Islander						
American Indian						
Filipino						
White	1	1	2	1	7	2

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	40 %
Women	%	%	%	%	%	60 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
N/A					

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:	Title:	Date:
	President	February 26, 2007

FORM PW-10

GAIN/GROW EMPLOYMENT COMMITMENT

The undersigned:

☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and/or General Relief Opportunity for Work (GROW) employment programs.

OR

☒ declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN/GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature	Title President
Firm Name Nationwide Environmental Services a division of Joe's Sweeping, Inc.	Date February 26, 2007

FORM PW-12

CHARITABLE CONTRIBUTIONS CERTIFICATION

Nationwide Environmental Services a division of Joe's Sweeping, Inc.
Company Name

11914 Front Street, Norwalk, CA 90650
Address

95-4251996
Internal Revenue Service Employer Identification Number

N/A
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision or Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	(X)	( )
OR		
Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.	( )	(X)

Signature

February 26, 2007
Date

Never Samuelian / President
Name and Title (please type or print)

FORM PW-13

Statement of Equipment Form

THIS PAGE IS TO BE COMPLETED BY PROPOSER AND SUBMITTED TO THE COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

PROPOSER'S NAME Nationwide Environmental Services a division of Joe's Sweeping, Inc.

ADDRESS 11914 Front Street, Norwalk, CA 90650

TELEPHONE (562) 860-0604

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

One item per line; do not submit an equipment list in your own format.
Form may be reproduced in order to list all equipment

TYPE OF EQUIPMENT	MAKE AND EQUIPMENT YOU ARE OFFERING	MODEL	YEAR	SERIAL NUMBER
Heavy Duty Street Sweeper	Sterling	Schwarze A8000	2006	6283
Heavy Duty Street Sweeper	Sterling	Schwarze A8000	2006	6286
Heavy Duty Street Sweeper	Freightliner	Tymco 600	2004	2097
Heavy Duty Street Sweeper	Freightliner	Tymco 600	2004	1165
Heavy Duty Street Sweeper	Freightliner	Tymco 600	2004	1164
Heavy Duty Street Sweeper	Freightliner	Tymco 600	2004	2098
Heavy Duty Street Sweeper	Freightliner	Tymco 600	2004	1168
Heavy Duty Street Sweeper	Freightliner	Tymco 600	2004	1169
Heavy Duty Street Sweeper	Freightliner	Tymco 600	2003	9181
Heavy Duty Street Sweeper	Freightliner	Tymco 600	2003	4282
Heavy Duty Street Sweeper	Freightliner	Tymco 600	2003	4280

REMARKS: All vehicles are equipped with two-way radio communication & GPS.

FORM PW-13

Statement of Equipment Form

THIS PAGE IS TO BE COMPLETED BY PROPOSER AND SUBMITTED TO THE COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

PROPOSER'S NAME Nationwide Environmental Services a division of Joe's Sweeping, Inc.

ADDRESS 11914 Front Street, Norwalk, CA 90650

TELEPHONE (562) 860-0604

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

One item per line; do not submit an equipment list in your own format.
Form may be reproduced in order to list all equipment

TYPE OF EQUIPMENT	MAKE AND EQUIPMENT YOU ARE OFFERING	MODEL	YEAR	SERIAL NUMBER
Heavy Duty Street Sweeper	Freightliner	Tymco 600	2003	4281
Heavy Duty Street Sweeper	Freightliner	Tymco 600	2003	4283

REMARKS: All vehicles are equipped with two-way radio communication & GPS.

FORM LW-2

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the RFP is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. **To apply, complete and submit this form to Public Works seven days prior to the due date for proposals**. Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program. N/A

Company Name: Nationwide Environmental Services a division of Joe's Sweeping, Inc.			
Company Address: 11914 Front Street			
City: Norwalk	State: California	Zip Code: 90650	
Telephone Number: (562) 860-0604	Facsimile Number: (562) 868-5726	Email Address: ani@nes-sweeping.com	
Awarding Department: Public Works		Contract Term:	
Type of Service: Street Sweeping			
Contract Dollar Amount:		Contract Number (if any):	

I am requesting an exemption from the Program for the following reason(s) (*attach to this form all documentation that supports your claim* and *SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION OF PROPOSALS TO PUBLIC WORKS OR FAX TO (626) 458-4194*:

- ☐ My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) ***(you must attach the IRS Determination Letter).***
- ☐ My business is a Small Business ***(as defined in the Living Wage Ordinance--you must attach your company's two most recent tax year returns and last state payroll tax return)*** which is not an affiliate or subsidiary of a business dominant in its field of operation **AND** during the contract period will have 20 or fewer full- and part-time employees; **AND**
  - ☐ Has less than $1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; **OR**
  - ☐ Is a technical or professional service that has less than $2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- ☐ My business has received an aggregate sum of less than $25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

☐ My business is subject to a bona fide Collective Bargaining Agreement ***(you must attach the agreement)***; **AND**

- ☐ the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):

_____

_____

_____

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME:	TITLE:
Never Samuelian	President
SIGNATURE:	DATE:
Never Samuelian	February 26, 2007

Additional Information

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

☐ **Either the contractor or the employees' collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): _____

Company Insurance Group Number(s): _____

Health Premium Amount Paid by Employer: _____

Health Premium Amount Paid by Employee: _____

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other (Specify): _____

☐ **Neither the contractor nor the employees' collective bargaining unit** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

FORM LW-3.1 (REVISED)

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

Contractor Living Wage Declaration

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

If you are not exempt form the Program, please check the option that best describes your intention to comply with Program.

☒ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **$11.84 per hour** per employee.

☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than $2.20 per hour** per employee. I will pay an hourly wage of not less that **$11.84 per hour** per employee.

☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least $2.20 per hour** per employee. I will pay an hourly wage of not less than **$9.64 per hour** per employee.

Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other:_____ (Specify)

PLEASE PRINT COMPANY NAME: Nationwide Environmental Services a division of Joe's Sweeping, Inc.	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE: Never Samuelian	DATE: February 26, 2007
PLEASE PRINT NAME: Never Samuelian	TITLE OR POSITION: President

FORM LW-4

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM
ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

LIVING WAGE ORDINANCE:

☒ I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

☒ I have read the provisions of the RFP describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS :

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

☒ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**

☐ The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law/Payroll Violations (Check One):

☒ There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**

☐ There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/ Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

☒ The Firm **HAS NOT** been debarred by any public entity during the past ten years; **OR**

☐ The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

Owner's/Agent's Authorized Signature

Nationwide Environmental Services a division of Joe's Sweeping, Inc.

Print Name of Firm

Never Samuelian / President

Print Name and Title

February 26, 2007

Date

FORM LW-5

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below): N/A

☐ An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.

☐ A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.

☐ A debarment by a public entity listed below within the past ten years.

Print Name of Firm: Nationwide Environmental Services a division of Joe's Sweeping, Inc.	Print Name of Owner: Never Samuelian
Print Address of Firm: 11914 Front Street	Owner's/AGENT's Authorized Signature:
City, State, Zip Code: Norwalk, cA 90650	Print Name and Title: Never Samuelian / President

Public Entity Name	
Public Entity Address:	**Street Address:**
	City, State, Zip:
Case Number/Date Claim Opened:	**Case Number:**
	Date Claim Opened:
Name and Address of Claimant:	**Name:**
	Street Address:
	City, State, Zip:
Description of Work: (e.g., Janitorial)	
Description of Allegation and/or Violation:	
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	

☐ Additional Pages are attached for a total of _____ pages.

FORM LW-7

REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: Nationwide Environmental Services a division of Joe's Sweeping, Inc.

Name of Proposer's Health Plan: N/A **Date:** February 26, 2007

(Please use a separate form for each health plan offered by the proposer to employees who will be working under this contract.)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium Employee only 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	 $ $ $ $	
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	 $ $	
Any Lifetime Maximum? Per Person Per Family	 Y N Y N	 $ $	
Ambulance coverage	Y N	$	
Doctor's Office Visits	Y N	$	
Emergency Care	Y N	$	
Home Health Care	Y N	$	
Hospice Care	Y N	$	
Hospital Care	Y N	$	
Immunizations	Y N	$	
Maternity	Y N	$	
Mental Health	Y N	$	
Mental Health In-Patient Coverage	Y N	$	

LW-7 – PROPOSER'S MEDICAL PLAN COVERAGE (continued)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	Y N	$	
Physical Therapy	Y N	$	
Prescription Drugs	Y N	$	
Routine Eye Examinations	Y N	$	
Skilled Nursing Facility	Y N	$	
Surgery	Y N	$	
X-Ray and Laboratory	Y N	$	

Under this health plan, a full time employee:

☐ Becomes eligible for health insurance coverage after ____ days of employment.

☐ Is defined as an employee who is employed more than ____ hours per week.

OTHER BENEFITS:

A.NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS _____ DAYS.

B.NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS _____ DAYS.

C.NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS _____ DAYS.

D.NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS _____ DAYS.

E.NUMBER OF PAID HOLIDAYS PER YEAR IS ____ DAYS.

FORM LW-8.4

COST METHODOLOGY FOR CONTRACT: Street Sweeping Services for Marina Del Rey (2007-PA006)

PROPOSER: Nationwide Environmental Services a division of Joe's Sweeping, Inc.

CONFIDENTIAL

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS	HOURLY WAGE RATE	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Sweeper Operator	5.0	8.0	4.0	6.0	8.0	5.0	6.0	42.0	2,184.0	$12.00	$ 29,640.00
Hand Blower Operator	5.0	8.0	4.0	6.0	8.0	5.0	6.0	42.0	2,184.0	$12.00	$ 29,640.00
Back-up Sweeper Operator	0.5	0.5	0.5	0.5	0.5	0.5	0.5	3.5	182.0	$12.00	$ 2,184.00
Supervisor	0.5	1.0	0.5	1.0	1.0	0.5	1.0	5.5	286.0	$18.00	$ 5,148.00
											$
											$
											$
											$
											$
											$
											$

Comments/Notes:		
	Total Annual Salaries	$ 66,612.00
	(1) Vacations, Sick Leave, Holiday	$ 1,560.00
	(2) Health Insurance **	$ -
	(3) Payroll Taxes & Workers' Compensation	$ 19,317.00
	(4) Welfare and Pension	$ -
	Total Annual Employee Benefits (1+2+3+4)	$ 20,877.00
	(5) Equipment Costs	$ 9,400.00
	(6) Service and Supply Costs	$ 19,265.00
	(7) General and Administrative Costs	$ 3,650.00
	(8) Profit	$ 5,900.00
	Total Annual Other Costs (5+6+7+8)	$ 38,215.00
	TOTAL ANNUAL PRICE	$ 125,704.00

* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

** Minimum cost for health insurance is $2.20/hour if hourly wage rate is between $9.64 and $11.84, unless exemption from Living Wage requirements has been granted by the County.

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 annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, should total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices.

ADDITIONAL INFORMATION

Press Release For: **Nationwide Environmental Services**

For More Company Information Contact: Ani Samuelian, Director
Nationwide Environmental Services
11914 Front Street, Norwalk, CA 90650
Phone: (562) 860-0604
Email: ani@nes-sweeping.com

FOR IMMEDIATE RELEASE

NATIONWIDE ENVIRONMENTAL SERVICES FEATURED AT WORLDSWEEPER.COM, SWEEPING INDUSTRY'S LARGEST PROFESSIONAL RESOURCE

Norwalk, California, December 2006 – Nationwide Environmental Services was recently honored as one of only 12 contractors in the U.S. to be named 'Contractor of the Month' for 2006 at WorldSweeper.com, the power sweeping industry's premier information and professional online resource.

Nationwide Environmental Services was chosen from among over 5,000 U.S. sweeping industry contractors for this honor. The reasons cited by the editorial board of WorldSweeper.com included Nationwide Environmental Services' overall contributions to the power sweeping industry, including the company's leadership in becoming one of the first sweeping contractors in the U.S. to become a Certified Sweeping Contractor under the stringent guidelines of the North American Power Sweeping Association.

The honor is also a recognition of professionalism exhibited in Nationwide Environmental Services' approach to providing high-quality level of sweeping services to municipalities, residential communities, business parks, parking facilities, refineries and construction sites in the Los Angeles, Orange, Riverside, Ventura, and San Bernardino Counties.

Nationwide Environmental Services has been in business since 1968 and has become the preferred provider of street sweeping services through their excellent customer support programs and use of the best and newest equipment available in the industry. Customer satisfaction has long been the ultimate goal of everyone at Nationwide Environmental Services.

north american Power Sweeping association

Dear Valued Customer,

The north american Power Sweeping association is proud to announce that **Nationwide Environmental Services** has just been awarded the designation of Certified Sweeping Company.

About naPSa, we are a non-profit organization committed to distributing pertinent sweeping industry information and valuable resources to our members. We are here to provide the street and parking area sweeping industry with an association that will make a difference.

To become a CSC, **Nationwide Environmental Services** had to undergo an application process that qualified them under strict guidelines including: safety, experience, continuing education, vehicle maintenance, driver training and adherence to naPSa's code of ethics.

The naPSa Code of Ethics requires **Nationwide Environmental Services** to take an oath to be dedicated to the highest standards of professionalism, integrity and competence while recognizing their responsibility to their customers, employees, and the public.

To learn more about the Certified Sweeping Company designations you can visit our website at www.naPSaOnline.com . From here you can download an application to see what the requirements are for Certified Sweeping Companies and to view the naPSa Code of Ethics that **Nationwide Environmental Services** has pledged to uphold. You may also call our office for assistance and questions regarding Certification.

Sincerely,

Amy Allen
Administrative Director

naPSa
PO Box 2114
Kalamazoo, MI 49003
Phone: (269) 383-6993
Fax: (269) 383-6994
www.napsaonline.com

COUNTY OF LOS ANGELES
OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 780
Los Angeles, California 90012
(877) 669-CBES / FAX (626) 457-3112
TDD (626) 293-5708
Website: http://oaac.co.la.ca.us

Address all correspondence to:
CONTRACT COMPLIANCE
1000 S. Fremont Avenue
Building A-9 East, 1st Floor
Mail: Unit #24
Alhambra, CA 91803-8862

Dennis A. Tafoya
Director

September 26, 2005

ANI SAMUELIAN
NATIONWIDE ENVIRONMENTAL SERVICES
11914 FRONT ST.
NORWALK, CA 906502911

Vendor #: 50587701

Dear ANI SAMUELIAN:

Congratulations! Your business has been certified as an eligible participant in the County of Los Angeles Local Small Business Enterprise Preference Program (Local SBE). Your Local SBE certification is valid until August 31, 2008 .

In order for Local SBE preference consideration, each eligible solicitation for the Local SBE preference will include the "Request for Local SBE Preference Program Consideration" form. You must complete the form and provide the above Vendor Number in your bid/proposal for each response to a County solicitation.

The County of Los Angeles Office of Affirmative Action Compliance reserves the right to request additional information and/or conduct an on-site visit at any time during the certification process and/or period to verify any documentation submitted by the applicant. If there are any changes in the State of California Office of Small Business and DVBE Certification (OSDC) SBE status, ownership, control of the firm or principal place of business during the certification period, you are required to notify this office and the OSDC immediately.

Again, congratulations on your certification. If you have any questions regarding the Local SBE Program, visit our website at http://oaac.co.la.ca.us/SBEMain.htm or call the Local SBE Customer Service at (877) 669-CBES.

Sincerely,

DENNIS A. TAFOYA
DIRECTOR

Ozie L. Smith

OZIE L. SMITH
Senior Deputy Compliance Officer

DAT:OLS

Award information has not been added at this time.

Bid Information

Bid Number : PW-ASD 651
Bid Title : STREET SWEEPING SERVICES
Bid Type : Service
Department : Public Works
Commodity : STREET SWEEPING SERVICES
Open Date : 1/30/2007
Closing Date : 2/12/2007 2:00 PM
Notice of Intent to Award : View Detail
Bid Amount : N/A
Bid Download : Not Available
Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for a contract for Street Sweeping Services (2007-PA006) in the below-mentioned areas. Each area will be awarded and evaluated independently. Proposers must meet all minimum requirements set forth in the Request for Proposals (RFP) document. If not enclosed with this letter, the RFP with contract specifications, forms, and instructions for preparing and submitting proposals may be requested by accessing this link at ftp://dpwftp.co.la.ca.us/solicitationdocuments/streetsweeping.pdf or from Ms. Leslie Schenk at (626) 458 7334, Monday through Thursday, 7 a.m. to 5 p.m.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document, including, but not limited to, the Proposer or its managing employee must have a minimum of 5 years' experience performing the type of service solicited.
A Proposers' Conference will be held on Monday, February 12, 2007, at 2 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room C. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the Conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the Conference, it may be impossible to respond to further requests for information.
The deadline to submit proposals is Monday, February 26, 2007, at 5:00 p.m. Please direct your questions to Ms. Schenk at the number above.

LOCATIONS ESTIMATED ANNUAL SWEEPING COSTS
Azusa/Covina/Claremont $420,000
South Whittier $300,000
West Whittier $125,000
Marina Del Rey $100,000
Valinda/Hacienda Heights $310,000

Contact Name : LESLIE SCHENK
Contact Phone# : (626) 458-7334
Contact Email : LSCHENK@DPW.LACOUNTY.GOV
Last Changed On : 1/31/2007 7:24:26 AM

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Back to Award Main

FORM PW-9
ENCLOSURE C.1

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME:	**R.F. Dickson Co.,Inc.**
My County (WebVen) Vendor Number:	**10302901**

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☐ I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
☒ I AM	
☐	As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	☐ Sole	☐ Partnership	☒ Corporation	☐ Nonprofit	☐ Franchise
☐ Other (Please Specify):					
Total Number of Employees (including owners):	**32**				

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	**Owners/Partners/ Associate Partners**		**Managers**		**Staff**	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino			**18**			**2**
Asian or Pacific Islander						
American Indian						
Filipino						
White			**11**			**1**

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	**100** %
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:	Title:	Date:
Scott B Dickson	**Vice President**	**February 26,2007**

FORM PW-9

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and SBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Nationwide Environmental Services a division of Joe's Sweeping, Inc.
My County (WebVen) Vendor Number: 50587701

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☐ I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
☒ I AM	
☒	As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	☐ Sole	☐ Partnership	☒ Corporation	☐ Nonprofit	☐ Franchise
☐ Other (Please Specify):					
Total Number of Employees (including owners): 73					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					2	
Hispanic/Latino			1	1	54	1
Asian or Pacific Islander						
American Indian						
Filipino						
White	1	1	2	1	7	2

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	40 %
Women	%	%	%	%	%	60 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
N/A					

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:	Title:	Date:
	President	February 26, 2007

ENCLOSURE C.3

FORM PW-9

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: CleanStreet
My County (WebVen) Vendor Number: 203745-02

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☒ I AM NOT ☐ I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
☐	As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	☐ Sole	☐ Partnership	☒ Corporation	☐ Nonprofit	☐ Franchise
☐ Other (Please Specify):					
Total Number of Employees (including owners):					

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					7	
Hispanic/Latino			2		120	3
Asian or Pacific Islander						
American Indian						
Filipino						
White	1		2	1	4	3

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
N/A					

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:	Title:	Date:
	Chief Executive Officer	February 1, 2007

FORM PW-9

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME:	Webco Sweeping LB LLC
My County (WebVen) Vendor Number:	11448701

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☒ I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
☐ I AM	
☒	As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	☐ Sole	☐ Partnership	☐ Corporation	☐ Nonprofit	☐ Franchise
☒ Other (Please Specify): Limited Liability Company					
Total Number of Employees (including owners): 22					

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					1	
Hispanic/Latino					16	
Asian or Pacific Islander						
American Indian						
Filipino						
White	1		1			3

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:	Title:	Date:
	Owner/Managing Member	2/23/07