COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

GAIL FARBER, Director

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
http://dpw.lacounty.gov

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

IN REPLY PLEASE
REFER TO FILE: AS-0

December 2, 2008

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:

AWARD OF CONTRACTS FOR
STREET SWEEPING SERVICES IN UNINCORPORATED COMMUNITY OF ROWLAND HEIGHTS AND UNINCORPORATED AREAS OF THE SAN GABRIEL VALLEY
(SUPERVISORIAL DISTRICTS 1, 4, AND 5)
(3 VOTES)

SUBJECT

This action is to award contracts for Street Sweeping Services in the areas of Rowland Heights and unincorporated areas of the San Gabriel Valley designated as Road Districts 119/519.

IT IS RECOMMENDED THAT YOUR BOARD:

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

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

3. Award the contract for Street Sweeping Services in Road Districts 119/519 consisting of unincorporated areas in the San Gabriel Valley in the annual sum of $359,160 to CleanStreet, Inc., located in Gardena, California, and direct the Chairman to execute the contract. The contract will be for a period of one year commencing upon your Board's approval, with three 1-year renewal options, not to exceed a total contract period of four years.

4. Award the contract for Street Sweeping Services in Rowland Heights in the annual sum of $317,008 to Arakelian Enterprises, Inc., d.b.a. Athens Services, located in the City of Industry, California, and direct the Chairman to execute the contract. This contract will be for a period of one year commencing upon your Board's approval, with three 1-year renewal options, not to exceed a total contract period of four years.

5. Authorize the Director of Public Works or her designee to annually increase these contract amounts up to an additional 25 percent of the annual contract sums if required, for unforeseen and additional work within the scope of the contracts; and to adjust the unit prices and contract maximum sums for fuel and disposal fee cost adjustments in accordance with the terms of the contracts.

6. Authorize the Director of Public Works or her designee to renew these contracts for each additional renewal option if, in the opinion of the Director of Public Works, the contractors have successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scopes of work; and to suspend work if, in the opinion of the Director of Public Works, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide street sweeping services to County-maintained streets, highways, and alleys, in the areas of Rowland Heights and unincorporated areas within the San Gabriel Valley designated as Road Districts (RD) 119/519. The contractors will service approximately 197 curb miles and 2 paved alley miles each week in Rowland Heights and approximately 211 curb miles and 5 paved alley miles each week in RD 119/519. RD 119 covers the unincorporated community of south San Gabriel. RD 519 includes unincorporated communities within Supervisorial District 5 adjacent to the Cities of Monrovia, Arcadia, Duarte, Pasadena, Temple City, and San Gabriel. The Department of Public Works (Public Works) has contracted street sweeping services for both Rowland Heights and RD 119/519 since 1988.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Organizational Effectiveness (Goal 3), Fiscal Responsibility (Goal 4), Children and Families' Well-Being (Goal 5), and Community Services (Goal 6). The contractors who have the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive and cost-effective manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. These contracts are for the annual amounts listed below plus fuel cost and disposal fee adjustments in accordance with the contracts and an additional 25 percent for unforeseen, additional work within the scope of the contracts. These amounts are based on Public Works' estimated annual requirements for these services at the unit prices quoted by the contractors.

Area	Contractor	Annual Amount
Rowland Heights	Arakelian Enterprises, Inc., d.b.a. Athens Services	$317,008
Road Districts 119/519	CleanStreet, Inc.	$359,160

Financing for these services is included in the Fiscal Year 2008-09 Road Fund Budget. Funds to finance the contracts' option years and 25 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contracts have been executed by Arakelian Enterprises, Inc., d.b.a. Athens Services, and CleanStreet, Inc., and approved as to form by County Counsel (Attachment A). The recommended contracts were solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County requirements. The contractors are in compliance with the Chief Executive Officer's and your Board's requirements.

These contracts contain terms and conditions supporting your Board's ordinances, policies, and programs, including but not limited to: County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. The contractors were selected upon final analysis and consideration without regard to race, creed, gender, or color.

The recommended contractors are Arakelian Enterprises, Inc., d.b.a. Athens Services and CleanStreet, Inc. These contracts will commence upon your Board's approval for a period of one year. With your Board's delegated authority, the Director of Public Works or her designee may renew these contracts for three 1-year renewal options, not to exceed a total contract period of four years.

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.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for these contracted services was submitted on September 29, 2008, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

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 Los Angeles County Code Section 2.121.380 have been met.

Since these are Proposition A contracts, Public Works has determined that the contractors comply with the requirements of the Living Wage Program (Los Angeles

County Code Chapter 2.201) and agree to pay their full-time employees providing County services a living wage.

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

These Proposition A contracts do not allow cost-of-living adjustments for the two-option years. However, these contracts do contain provisions for fuel adjustment on a semiannual basis and disposal fee adjustments on an annual basis.

ENVIRONMENTAL DOCUMENTATION

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

CONTRACTING PROCESS

On September 29, 2008, Public Works solicited proposals from 68 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's bid website (Attachment B), and an advertisement was placed in the *Los Angeles Times*.

On October 20, 2008, three proposals were received for each area. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. All proposals having met these requirements were then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included the price, experience, work plan, financial resources, references, labor/payroll record keeping, and equipment. Based on this evaluation, it is recommended that these contracts be awarded to the highest-rated, responsive, and responsible proposers, Arakelian Enterprises, Inc., d.b.a. Athens Services and CleanStreet, Inc.

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.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

CONCLUSION

Please return one adopted copy of this letter, along with the Contractor Execute and Department Conform copies, to the Department of Public Works, Administrative Services Division. The original Board Execute copy should be retained for your files.

Respectfully submitted,

for GAIL FARBER
Director of Public Works

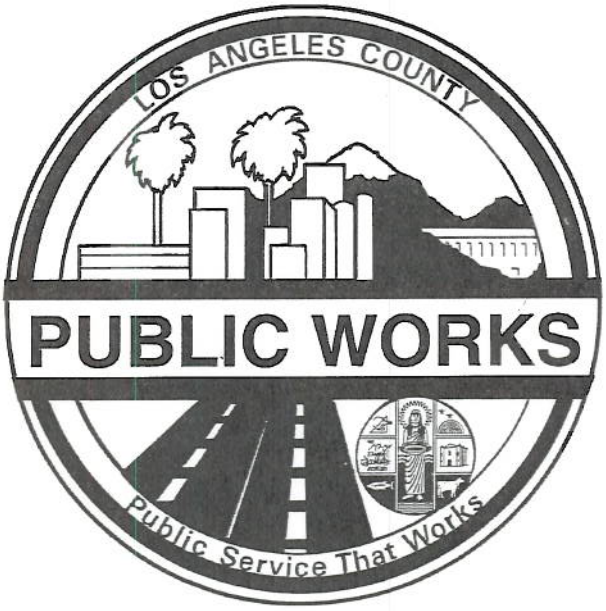
GF:GZ:er

Attachments (2)

c: Chief Executive Office (Lari Sheehan)
County Counsel
Office of Affirmative Action Compliance

BOARD EXECUTE

Agreement



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BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

CLEANSTREET, INC.

FOR

STREET SWEEPING SERVICES IN ROAD DISTRICT 119/519

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EXHIBIT I Bond for Faithful Performance

AGREEMENT FOR

STREET SWEEPING SERVICES FOR ROAD DISTRICT 119/519

THIS AGREEMENT, made and entered into this 2nd day of December, 2008, 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 CleanStreet, Inc., 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 October 20, 2008, hereby agrees to provide services as described in the attached specifications for Street Sweeping Services for RD 119/519, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Project Location/Vicinity Maps; Exhibit F, Trash Pickup Schedules; Exhibit G, Alternate Day Sweeping Schedule; Exhibit H, Sample Fuel Adjustment Calculation; Exhibit I, Bond for Faithful Performance; 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.

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 $359,160, 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 December 2, 2008, or Board approval whichever occurs last. At the sole 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.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with the Board of Supervisors' Policy No. 3.035, Small Business Liaison and

29860

Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

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

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 CONTRACTOR may request an annual adjustment in the "Curb Mile" and "Paved Alley Mile" unit prices set forth in Form PW-2 (Schedule of Prices) based on a percentage change in disposal fee during the life of this Contract. Adjustments will be based on the increase or decrease in the disposal fee charged to the CONTRACTOR by the Solid Waste Facility designated/used by the CONTRACTOR. This percentage will be calculated base on the disposal fee charged after the commencement date of this Contract and the disposal fee charged on this Contract's renewal date(s). Only 10 percent of the "Curb Mile" and "Paved Alley Mile" unit prices may be adjusted for increases or decreases in the disposal fee. The CONTRACTOR must substantiate the change in cost for refuse disposal to the satisfaction of the Director. CONTRACTOR supplied documentation shall include disposal site receipts, driver route schedules, vehicle numbers, summary sheets of monthly disposal costs and fees charged per ton, detailed comparisons of current and previous disposal fee, and any additional documentation requested by the COUNTY to establish most current disposal fees. CONTRACTOR shall also provide an explanation for use or nonuse of any alternate disposal sites.

TWELFTH: The Director may adjust 5 percent of the "Curb Mile" and "Paved Alley Mile" unit prices 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 Diesel (On-Highway) and Gasoline - All Grades (Regular) for California, at http://tonto.eia.doe.gov/dnav/pet/pet_pri_prop_dcu_r50_m.htm for Liquid Propane Gas (LPG) using West Coast (PADD 5) " Commercial/Institutional," and at http://www.eere.energy.gov/afdc/price_report.html for Compressed Natural Gas (CNG) Clean Cities Alternative Fuel Price Report, Table 5, Compressed Natural Gas Average Prices by Region from Clean Cities Sources "West Coast," as appropriate to the vehicle used, beginning on the month of this Contract's start date and thereafter at each successive six month interval, which shall be the effective date for any such fuel adjustment. The percentage change in the fuel price shall be obtained using the fuel prices published on the month of the proposal submission date and the fuel price most recently published for the month of effective date of the adjustment. However, when the percentage increase or decrease in the fuel price is less than five percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, the hourly rate of compensation to establish the adjusted hourly rate of compensation. A sample calculation is included in Exhibit F. Public Works shall be permitted to audit the CONTRACTOR'S fuel usage, fuel costs, and fuel procurement methods for the vehicles used in providing the service and the CONTRACTOR shall provide records pertaining to its fuel costs upon the COUNTY'S request. CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR changes from purchasing fuel using Market Prices, to a long-term agreement for fuel purchases.

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

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

FIFTEENTH: A faithful performance bond with language indicated in Exhibit I is required in a sum not less than 50 percent of the annual contract amount as set forth in Form PW-2 (Schedule of Prices), payable to the COUNTY OF LOS ANGELES, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety's agent with a notarized copy of power of attorney). The admitted surety and its agent shall have sufficient bonding limitations to provide bonds in the amount required by this Contract. The bond shall be conditioned upon faithful performance of the terms and conditions of this Contract by CONTRACTOR in a manner that is satisfactory and acceptable to the COUNTY. If necessary, the bond shall be renewed in a timely manner to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon. Subject to COUNTY conditions and approval, a Certificate of Deposit or an irrevocable Letter of Credit payable to the COUNTY upon demand and in a sum not less than 50 percent of the annual contract amount as set forth in Form PW-2 (Schedule of Prices), may be acceptable. Failure to Maintain Coverage - Failure by the CONTRACTOR to maintain the required security shall constitute

a material breach of contract upon which the COUNTY may immediately terminate or suspend this Contract.

The CONTRACTOR shall pay all security premiums, costs and incidentals.

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

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

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors
DON KNABE

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 Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#41 DEC 02 2008

SACHI A. HAMAI
EXECUTIVE OFFICER

CLEANSTREET, INC.

By _____
Its President

Jere Costello
Type or Print Name

By _____
Its Secretary

RICK ANDERSON
Type or Print Name

P:\aspub\CONTRACT\BEN\STREET SWEEP\2008\Rowland Heights & 119-519\FINAL AGREEMENTS\AGREEMENT - RD 119-519.doc

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles }

On Nov. 3, 2008 (Date) before me, Angelica Castañeda, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Jere Costello and Rick Anderson (Name(s) of Signer(s)),

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Angelica Castañeda (Signature of Notary Public)

ANGELICA CASTANEDA
Commission # 1713484
Notary Public - California
Los Angeles County
My Comm. Expires Jan 28, 2011

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: Agreement for Street Sweeping Services in Road District 119/519

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

©2007 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.NationalNotary.org Item #5907 Reorder: Call Toll-Free 1-800-876-6827

SCOPE OF WORK

STREET SWEEPING SERVICES IN ROWLAND HEIGHTS

A. Public Works Contract Manager

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

B. Work Location

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

C. Work Description

Contractor shall sweep and clean once a week as directed by the Contract Manager, all public streets, paved alleys, and curbed medians within the Project limits as shown in Exhibit E, Project Location/Vicinity Maps. The word "sweeping" shall define a method of operation that 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 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.

Water shall be used while sweeping to minimize dust, if a power broom sweeper is used. In the event that the results of a sweeping operation are considered unsatisfactory by the Contract Manager, in accordance with this Exhibit's paragraph D, Standard of Performance (below), Contractor shall sweep or clean

the unsatisfactory area again, at no cost to the County, within two calendar days without interruption of the regular sweeping schedule.

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

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

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

D. Standard of Performance

The primary objective of street sweeping is to remove all leaves, paper, dirt, rocks, glass, bottles, cans, and other debris to ensure 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 area(s) that is unsatisfactorily swept or 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 N, Inspection and Acceptance of the Work.

E. Disposal of Refuse and Debris

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

F. Storage Facilities

The County will not provide storage facilities for Contractor.

G. Water

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

H. Right 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's right 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.

I. Authority of Board and Contract Manager

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

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

J. Best Management Practices

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

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

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

NOs.	MATERIAL MANAGEMENT
CD10 (2)	Material Delivery and Storage
CD11 (2)	Material Use
CD12 (2)	Spill Prevention and Control

NOs.	WASTE MANAGEMENT
CD13 (2)	Solid Waste Management
CD14 (2)	Hazardous Waste Management
CD15 (2)	Contaminated Soil Management
CD16 (2)	Concrete Waste Management

NOs.	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 the Contractor, if such failure occurs. However, such liquidated damages do not include losses resulting from the imposition of fines and penalties and other enforcement actions by administrative agencies. The County may assess 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.

K. 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 the 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). Trash pickup schedules are included as Exhibit F. However, Contractor shall make appropriate corrections to the schedules to ensure their accuracy.

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

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

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

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

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

L. Alternate Day Sweeping Schedule

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

An alternate day sweeping schedule requires the Contractor to sweep the two sides of a street on two separate and consecutive days. For example, a curbed street may have one side swept on Mondays and the other side swept on Tuesdays.

The Contractor shall follow the alternate schedule furnished by the Contract Manager, or if requested by the Contract Manager, shall within 30 days from the request, provide a finalized and working alternate day sweeping schedule to the Contract Manager. This sweeping schedule shall be subject to review and approval by the Contract Manager.

M. 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, 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 the Contractor as a result of such suspensions shall be borne by Contractor.

N. Inspection and Acceptance of the Work

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

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

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

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

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

O. 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's 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 X, Additional Sweeping.

P. 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 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.

Q. Contractor's Equipment Compliance with Laws and Regulations

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

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

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

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

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

5. Contractor shall provide sweeping equipment and disposal trucks, which shall be properly maintained both mechanically and in appearance. Contractor shall provide 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 purpose of identification.

6. The Contractor's 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.

R. 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, as selected by the Contract Manager.

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 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:

WebTech Wireless, Inc.
215-4299 Canada Way
Burnaby, BC
Canada
Telephone: (866) 287-0135
E-mail: www.webtechwireless.com

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

The Contractor is not limited to these two vendors to meet this Contract's GPS requirements. The Contractor may use the GPS services of another vendor that offers an equivalent level of service with approval by the Contract Manager. The Contractor is solely responsible for obtaining GPS services that meet all the requirements of this Contract.

S. 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 when scheduled sweeping was not performed or completed as scheduled.
6. Waste tonnage summary and copies of waste disposal receipts.

T. 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 X, 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.

U. 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 taking charge of the specific work to which the direction applies. Such directions 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 taking charge of specific work shall be able to speak, read, and write the English language.

V. 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.

W. Plans and Specifications

Included as part of this Contract are Plan sheets (Exhibit E) 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.

X. 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 directed by the Contract Manager. Contractor will be compensated for each additional sweeping at this 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 directed 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 T, Measurement. All sweeping shall be done with sufficient passes to achieve the results described in this Exhibit's paragraph D, Standard of Performance.

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

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

Y. Changes Resulting from Schedule Disruption

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.

Z. Inclement Weather

When in the opinion of the Contract Manager, inclement weather prevents proper sweeping and/or adherence to the regular sweeping schedule, the Contract Manager may request immediate stoppage of the day's sweeping. Contractor will be paid only for curb or alley miles swept prior to stoppage of work.

If inclement weather has prevented regular sweeping 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 (except posted streets and/or alleys). Any such required sweeping made necessary by inclement weather shall meet the requirements of this Exhibit's paragraph D, Standard of Performance, and shall be performed by Contractor at the Contract's Unit Price per Curb Mile and will not be considered additional sweeping as defined in this Exhibit's paragraph X, Additional Sweeping.

AA. Holidays

No scheduled sweeping shall be done on the following days unless requested by the Contract Manager: New Years Day; Martin Luther King, Jr. Day; Presidents' Day; Memorial Day; July 4th; Labor Day; Columbus Day; Veterans' Day; Thanksgiving; the day after Thanksgiving; and Christmas Day.

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

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

BB. Changes Resulting from Added or Deleted Streets

It is the intent of this Contract to provide for the weekly sweeping of all curbed streets (including curbed medians) and paved alleys within the unincorporated area shown on the Plans (Exhibit E). 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.

CC. 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.

DD. 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.

EE. 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.

FF. Special Safety Requirements

All Contractor's 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.

GG. 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.

HH. 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.

II. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.

2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:

   a. All of the time limits and acts required to be done by both parties are of the essence of the Contract;

   b. The parties are both experienced in the performance of the Contract work;

   c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;

   d. The parties are not under any compulsion to contract;

   e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;

   f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and

   g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.

3. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of $1,000 per occurrence that the Contractor fails to provide monthly reports, unless otherwise provided in this Contract.

4. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of $500 for each business day or where a route is swept with a primary or backup sweeper that is not equipped with GPS capable of reporting real time data, unless otherwise provided in this Contract.

5. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of $500 for each business day that the Contractor fails to provide the Contract Manager with access to the Internet based GPS and/or additional software that may be needed, as specified in this Exhibit's paragraph R.2, unless otherwise provided in this Contract.

6. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of $250 for every business day that Contractor fails to maintain an active account with their GPS provider such that the GPS data is not available on the provider's Internet site as specified in this Exhibit's paragraph R, unless otherwise provided in this Contract.

7. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of $1000 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. 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.

B. Definitions

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

Agreement. The written, signed accord covering the performance of the requested service.

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

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The contract includes the Agreement, Exhibit A - Scope of Work (Specifications), Exhibit B - Service Contract General Requirements, Exhibit C - Internal Revenue Service Notice 1015, Exhibit D - Safely Surrendered Baby Law Posters, and other appropriate exhibits and amendments. 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, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with County to perform or execute the work covered by this Contract.

Contract Work or Work. The entire contemplated work of maintenance and repair to be performed, and services rendered as prescribed in 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. Calendar day(s) unless otherwise specified.

Direct Employee. Worker employed by Contractor under Contractor's state and federal taxpayer identification.

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 authorized representative(s).

District. Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.

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

Fiscal Year. The 12 month period beginning July 1st and ending the following June 30th.

Maximum Contract Sum. The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

Proposal. The written materials that a Proposer submits in response to a solicitation document (Request for Proposals).

Proposer. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity submitting a 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, Invitation for Bids, Request for Statement of Qualifications, 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 by the contractor to employ a subcontractor at any tier; to employ or agree to employ a subcontractor, at any tier.

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

C. 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.

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

1. For any change which affects the scope of work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor.

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

3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time provided; however, that the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.

B. Assignment and Delegation

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

2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give

majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

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

C. Authorization Warranty

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

D. Budget Reduction

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

E. Complaints

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

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.

2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.

3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.

4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.

5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.

6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

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

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

G. Compliance with Civil Rights Laws

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

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.

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

I. Conflict of Interest

1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.

2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employee on Reemployment List

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent

County employees who are targeted for layoff or qualified, former County employees who are on a reemployment list during the life of this Contract.

K. Consideration of Hiring GAIN and GROW Participants

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

2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees shall be given first priority.

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

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

M. 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), County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both. (Los Angeles County Code Chapter 2.202)

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

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

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

O. County's Quality Assurance Plan

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

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor.

2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment

upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

2. Contractor shall indemnify, defend, and hold harmless, County, its Board, agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

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

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its Board, agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Governing Laws, Jurisdiction, and Venue

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

U. Nondiscrimination and Affirmative Action

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

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

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

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

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

6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.

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

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

V. Nonexclusivity

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

W. No Payment for Services Provided Following Expiration/Suspension/Termination of Contract

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

X. Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one business day,

give notice thereof, including all relevant information with respect thereto, to the other party.

Y. Notice of Disputes

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

Z. Notice to Employees Regarding the Federal Earned Income Credit

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

AA. Notices

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

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

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

BB. Publicity

Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by

law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Contract within the following conditions:

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

2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.

3. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

CC. Public Records Act

1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit's Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "trade secret," "confidential," or "proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

DD. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

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

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

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

3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

4. In addition to the above, Contractor agrees, should County or its authorized representatives determine, in County's sole discretion, that it is necessary or appropriate to review a broader scope of Contractor's records (including, certain records related to non-County contracts) to enable County to evaluate Contractor's compliance with County's Living Wage Program,

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

EE. Recycled-Content Paper Products

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

FF. Subcontracting

The requirements of this Contract may not be subcontracted by Contractor without the advance written approval of County. Any attempt by Contractor to subcontract without the prior written consent of County may be deemed a material breach of this Contract and the County may suspend or terminate for this Contract default.

1. If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:

   a. A description of the work to be performed by the subcontractor;

   b. A draft copy of the proposed subcontract; and

   c. Other pertinent information and/or certifications requested by County.

2. Contractor shall indemnify and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.

4. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this County right.

5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees.

6. Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.

7. Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, before any subcontractor employee may perform any work hereunder.

8. Employee Leasing is prohibited.

GG. Validity

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

HH. Waiver

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

II. Warranty Against Contingent Fees

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

2. For breach of this warranty, County shall have the right, in its sole discretion, to suspend or terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

SECTION 3

TERMINATIONS

A. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

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

B. Termination/Suspension for Convenience

1. This Contract may be suspended or terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be effected by notice of suspension or termination to Contractor specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.

2. After receipt of a notice of suspension or termination and except as otherwise directed by County, Contractor shall:

   a. Stop work under this Contract on the date and to the extent specified in such notice; and

   b. Complete performance of such part of the work as shall not have been suspended or terminated by such notice.

3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.

4. If this Contract is suspended or terminated, Contractor shall complete within the Director's suspension or termination date contain within the notice of suspension or termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly

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

C. Termination/Suspension for Default

1. County may, by written notice to Contractor, suspend or terminate the whole or any part of this Contract, if, in the judgment of the County:

   a. Contractor has materially breached this Contract; or

   b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or

   c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.

2. In the event County suspends or terminates this Contract in whole or in part pursuant to this paragraph, County may procure, upon such terms and in such manner, as County may deem appropriate, goods and services similar to those so suspended or terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not suspended or terminated under the provisions of this paragraph.

3. Except with respect to defaults of any subcontractor, Contractor shall not be liable for any excess costs of the type identified in subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor

were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

4. If, after County has given notice of termination under the provisions of this paragraph, it is determined that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to this Exhibit's Termination for Convenience.

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

6. As used herein, the terms "subcontractor" and "subcontractors" mean subcontractor at any tier.

D. Termination for Improper Consideration

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

2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861.

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

E. Termination/Suspension for Insolvency

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

   a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary

course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code;

c. The appointment of a bankruptcy Receiver or Trustee for Contractor; or

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

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

F. Termination for Nonadherence to County Lobbyists Ordinance

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

G. Termination/Suspension for Nonappropriation of Funds

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

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. 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.

B. Cooperation

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

C. Cooperation and Collateral Work

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

D. Equipment, Labor, Supervision, and Materials

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

E. Gratuitous Work

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

F. Jobsite Safety

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

G. 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 or providing services.

H. Labor Law Compliance

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. Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

I. Overtime

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

J. Permits/Licenses

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

K. Prohibition Against Use of Child Labor

1. Contractor shall:

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

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

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

   d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County

are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.

2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate suspension or termination of this Contract for default.

L. Public Convenience

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

M. Public Safety

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

N. Quality of Work

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

O. Quantities of Work

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

P. Safety Requirements

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

Q. Storage of Material and Equipment

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

R. Transportation

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

S. Work Area Controls

1. Contractor shall comply with all applicable laws and regulations. Contractor shall maintain work area in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Contract Manager's approval.

2. Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

1. This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

2. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

3. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

B. Indemnification

Contractor shall indemnify, defend, and hold harmless 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 Contractor's acts and/or omissions arising from and/or relating to this Contract.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless County, its Board, 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 Contractor, its subcontractors or County, attributable to any alleged act or omission of Contractor and/or its subcontractors

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

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County and during the term of this Contract, 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 County. Such coverage shall be provided and maintained at Contractor's own expense.

2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to 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 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 policies, adding County, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Contract; and

   e. Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to County, or require 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 County with an A. M. Best rating of not less than A:VII, unless otherwise approved by County.

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

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

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

   b. Any third-party claim or lawsuit filed against Contractor arising from or related to services performed by 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" to the Contract Manager.

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

E. Compensation for County Costs

In the event that 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 County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors

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. 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, and for which Contractor is responsible. If 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 Contractor is responsible.

   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

   As a condition precedent to its performance pursuant to this Contract, 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 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

B. Chapter 2.202 of County Code

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

C. Nonresponsible Contractor

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

D. Contractor Hearing Board

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

2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation

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

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

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

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

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

E. Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

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

B. Written Employee Jury Service Policy

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

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

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

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

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

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

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

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

B. Notice to Employees Regarding the Safely Surrendered Baby Law

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

SECTION 9

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. Living Wage Program

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

B. Payment of Living Wage Rates

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

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

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

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

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

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

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

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

C. Contractor's Submittal of Certified Monitoring Reports

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

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

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

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

E. County Auditing of Contractor Records

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

F. Notifications to Employees

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

G. Enforcement and Remedies

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

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

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

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

   c. Termination/Suspension: 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, suspend or terminate this Contract.

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

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

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

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

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

H. Use of Full-Time Employees

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

I. Contractor Retaliation Prohibited

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

J. Contractor Standards

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

K. Neutrality in Labor Relations

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

SECTION 10

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

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

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

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 Transitional Job Opportunities vendor.

If Contractor has obtained County certification as a Transitional Job Opportunities vendor 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 the amount of not more than ten percent of the amount of this 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).

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

SECTION 11

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

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

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

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

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

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of this Contract; 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 Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and County's Office of Affirmative Action Compliance of this information.

EXHIBIT C

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2007)

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 2007 are less than $39,783 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, 2008.

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 from the IRS website at *www.irs.gov* or by calling 1-800-829-3676.

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 2007 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 2007 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 2007 and owes no tax but is eligible for a credit of $825, he or she must file a 2007 tax return to get the $825 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2008 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.

EXHIBIT D.1

No shame.

No blame.

No names.

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

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

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

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

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

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent?

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

Why is California doing this?

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

A baby's story

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

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

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

EXHIBIT D.3

Sin pena.
Sin culpa.
Sin peligro.

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

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

Estado de California
Gray Davis, Gobernador

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

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

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

Esta Iniciativa tambien esta apollada 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

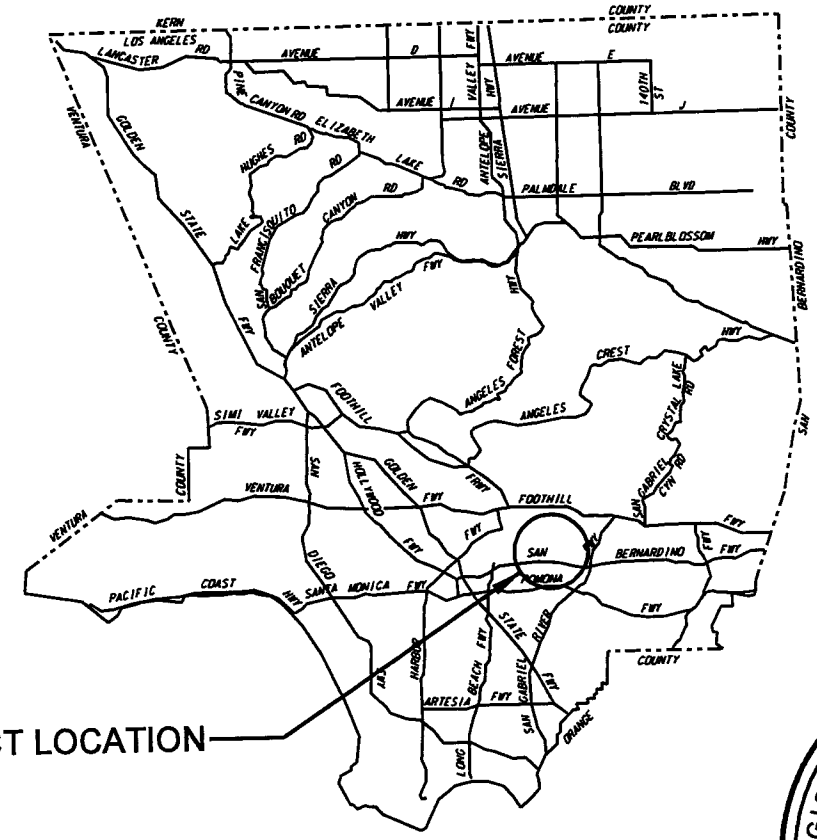
PROJECT LOCATIONS/VICINITY MAPS

LOS ANGELES COUNTY
DEPARTMENT OF PUBLIC WORKS

PROJECT ID NO. RMD1506006
PRIME CONTRACTOR LICENSE REQUIRED: NONE REQUIRED

RD 119/519 AREA
STREET SWEEPING

TOTAL LENGTH = 219.0 MILES



VICINITY MAP
No Scale

INDEX OF SHEETS

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

APPROVED Dean D. Efstathiou ACTING DIRECTOR OF PUBLIC WORKS

DEPUTY DIRECTOR DATE

SUBMITTED

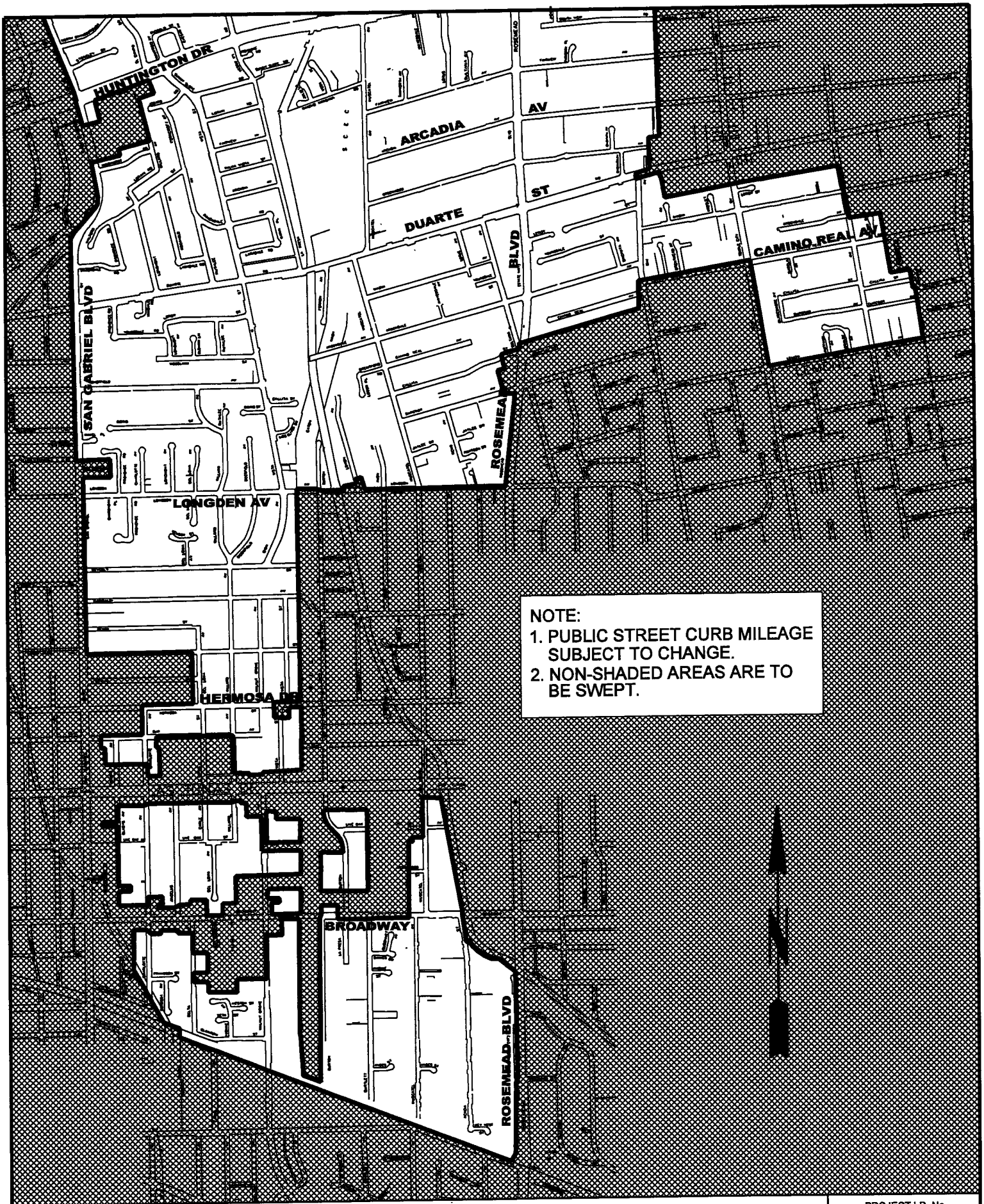
ASST. DEPUTY DIRECTOR-RD.MAINT.DIV. DATE

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

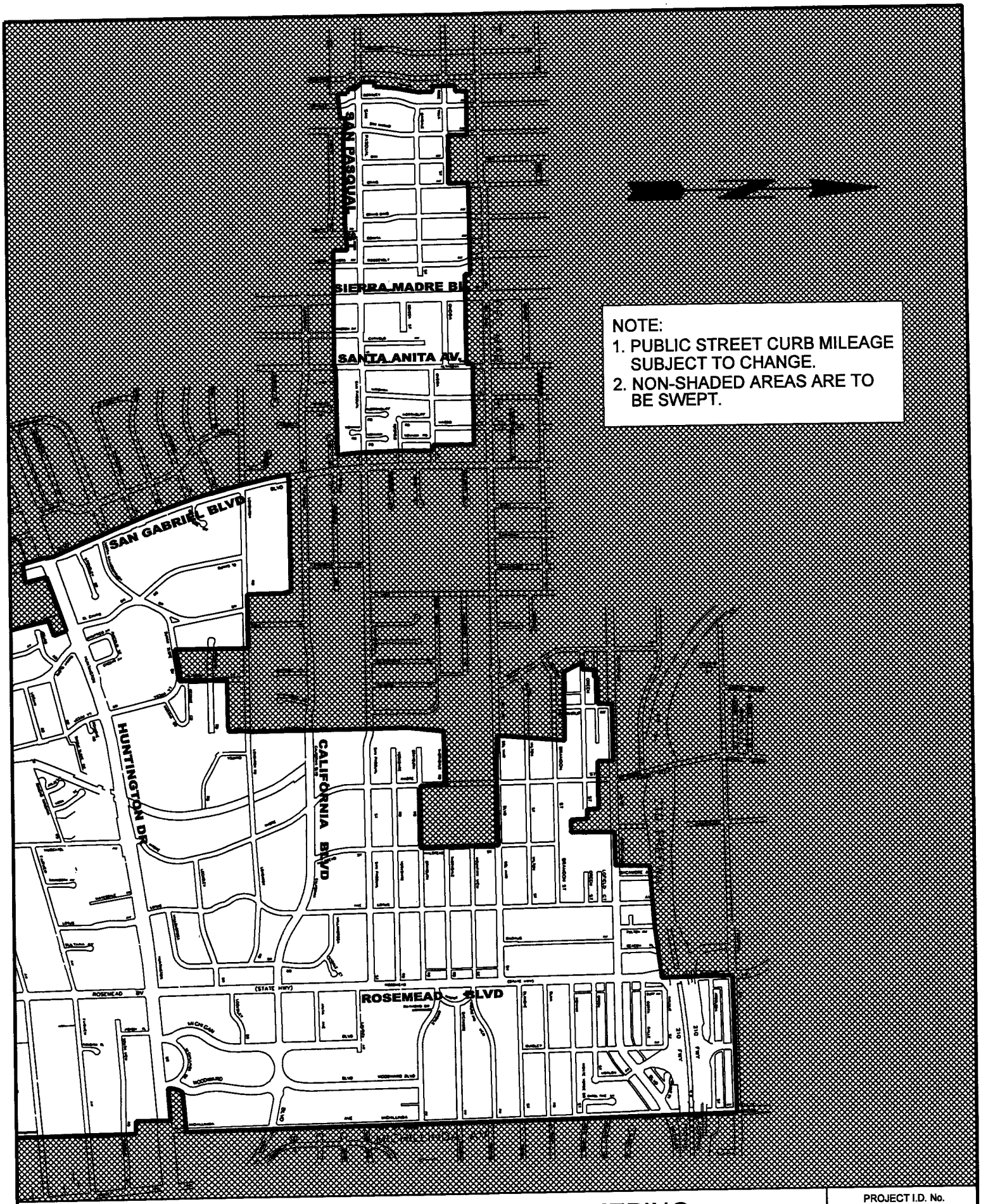
REVIEWED

DISTRICT ENGINEER-RD.MAINT.DIST. 1 DATE

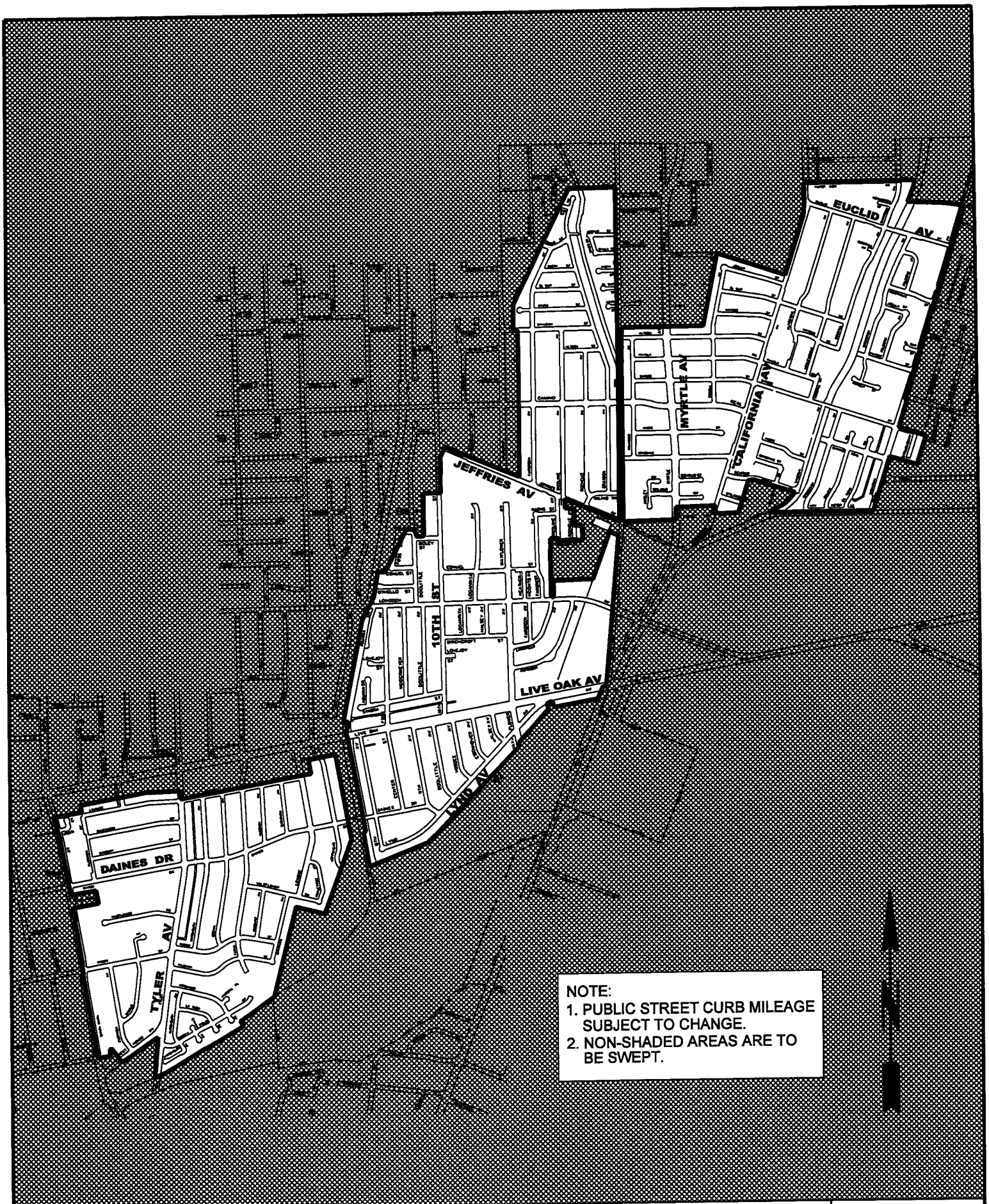
PROJECT ENGINEER	C.E. NO.	DESIGNER	CHECKER	SHEET 1 OF 7 SHTS.
D. OBOZA	C 70709	C. HUDSON	D. OBOZA	DWG. NO.



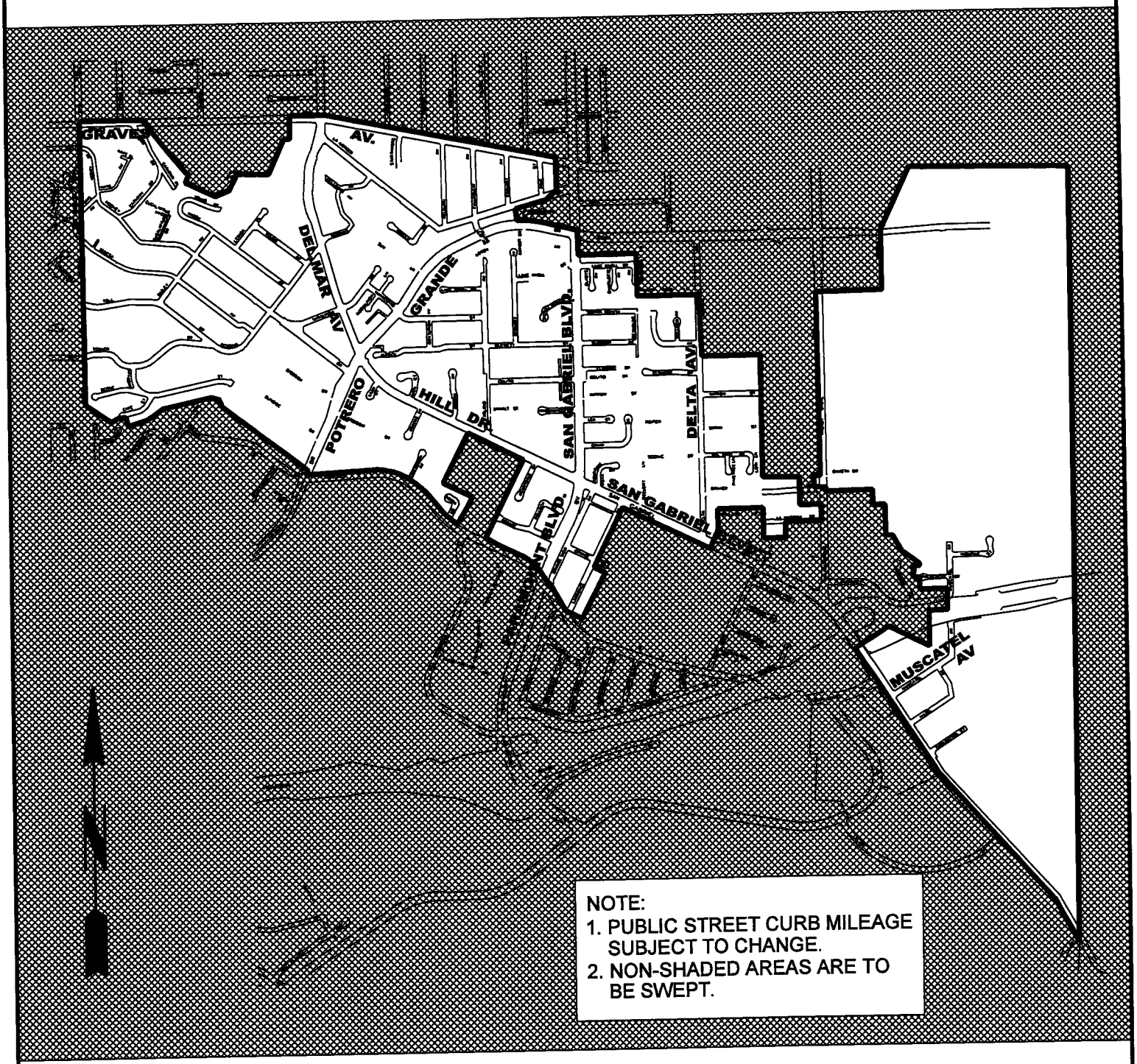
PROJECT NAME	RD 119/519 AREA STREET SWEEPING					PROJECT I.D. No. RMD1506006	
PROJECT ENGINEER	D. OBOZA	C.E. NO. C 70709	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. 596	FILENAME	SCALE NONE	SHEET 2 OF 7



PROJECT NAME	RD 119/519 AREA STREET SWEEPING					PROJECT I.D. No. RMD1506006	
PROJECT ENGINEER	D. OBOZA	C.E. NO. C 70709	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. 566	FILENAME	SCALE NONE	SHEET 3 OF 7



PROJECT NAME	RD 119/519 AREA STREET SWEEPING					PROJECT I.D. No. RMD1506006	
PROJECT ENGINEER	D. OBOZA	C.E. NO. C 70709	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. 567, 597	FILENAME	SCALE NONE	SHEET 4 OF 7



PROJECT NAME	RD 119/519 AREA STREET SWEEPING				PROJECT I.D. No. RMD1506006	
PROJECT ENGINEER	D. OBOZA	C.E. NO. C 70709	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. 636	FILENAME	SCALE NONE / SHEET 5 OF 7

ALLEYS

(TO BE SWEPT EVERY WEEK)

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

PROJECT NAME	RD 119/519 AREA STREET SWEEPING				PROJECT I.D. No. RMD1506006	
PROJECT ENGINEER	D. OBOZA	C.E. NO. C 70709	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. NONE	FILENAME	SCALE NONE / SHEET 6 OF 7

CURBED MEDIANS

(TO BE SWEPT EVERY WEEK)

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

SUMMARY OF CURB MILES

TYPE	CURB MILES
Streets and Highways	201.53
Raised Curbed Medians	12.10
Paved Alleys	5.37
TOTAL CURB MILES:	219.00

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

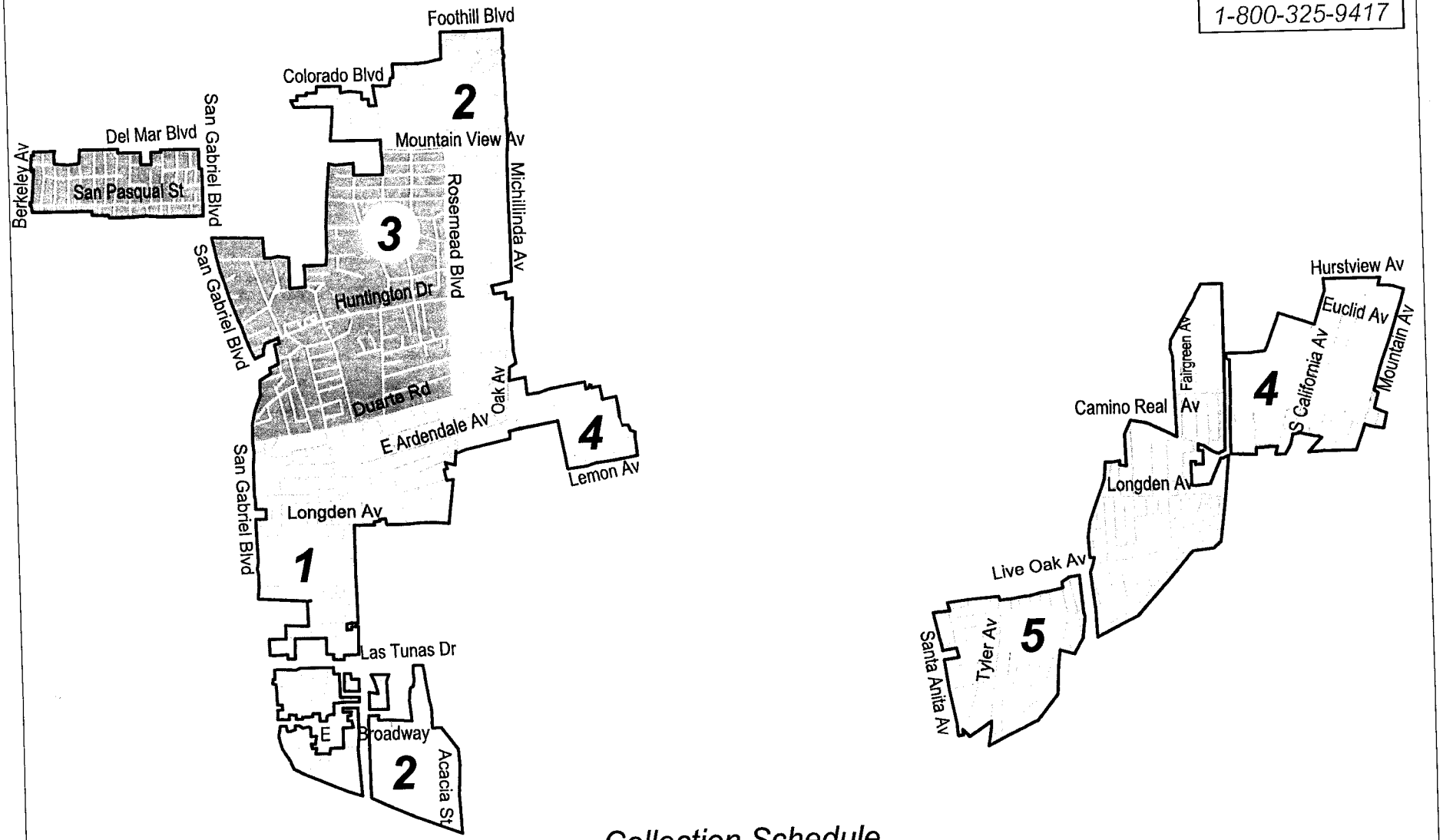
PROJECT NAME	RD 119/519 AREA STREET SWEEPING				PROJECT I.D. No. RMD1506006	
PROJECT ENGINEER	D. OBOZA	C.E. NO. C 70709	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. NONE	FILENAME	SCALE NONE / SHEET 7 OF 7

EXHIBIT F

TRASH PICKUP SCHEDULES

East Pasadena / East San Gabriel / East Arcadia / Royal Oaks Collection Days

BURRTEC
WASTE INDUSTRIES, INC.
"We'll Take Care Of It"
1-800-325-9417

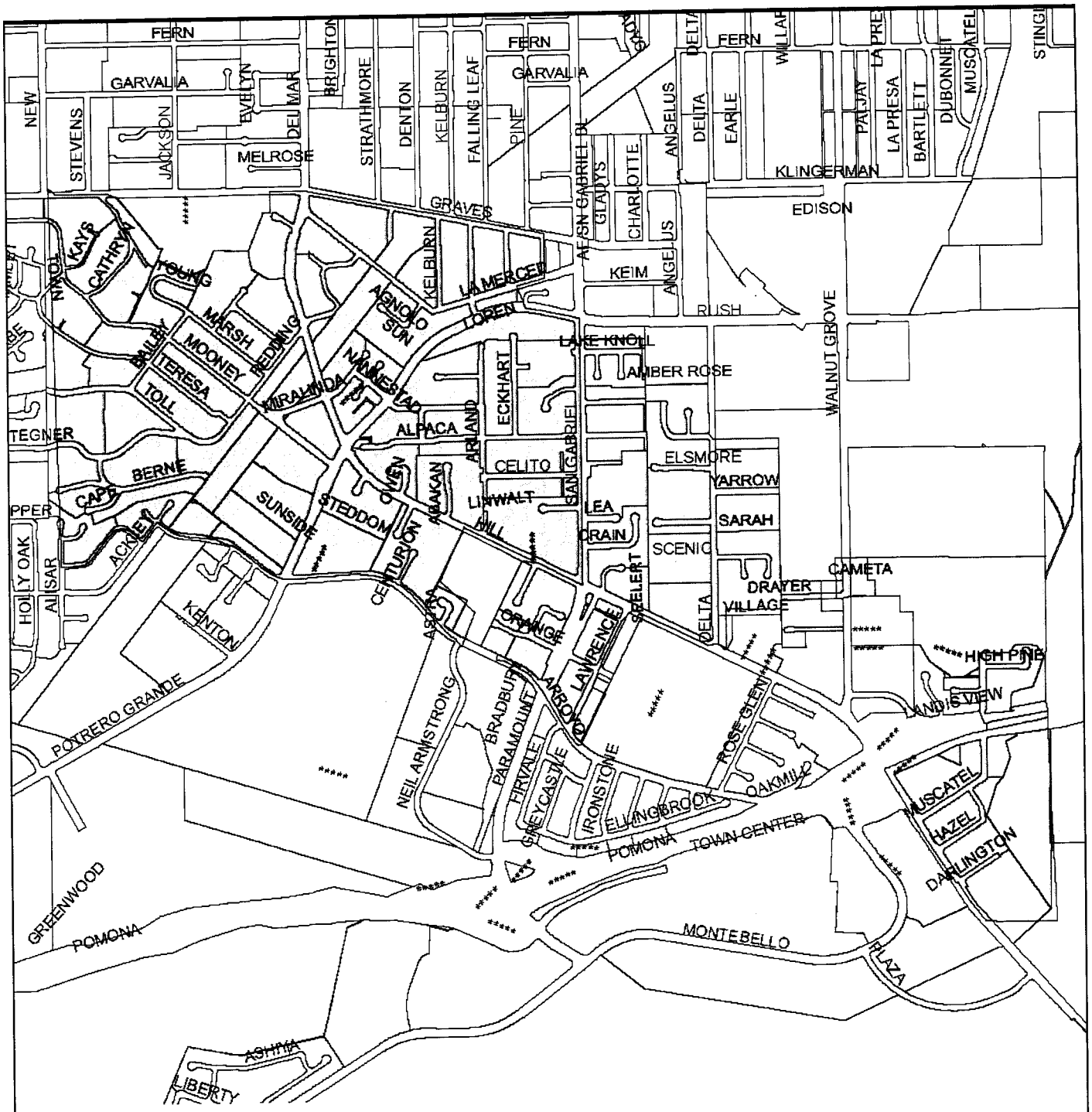


Collection Schedule

Area Number	1	2	3	4	5
Pick-Up-Day	Mon	Tue	Wed	Thu	Fri

N
W E
S

SOUTH SAN GABRIEL REFUSE/RECYCLING COLLECTION SCHEDULE



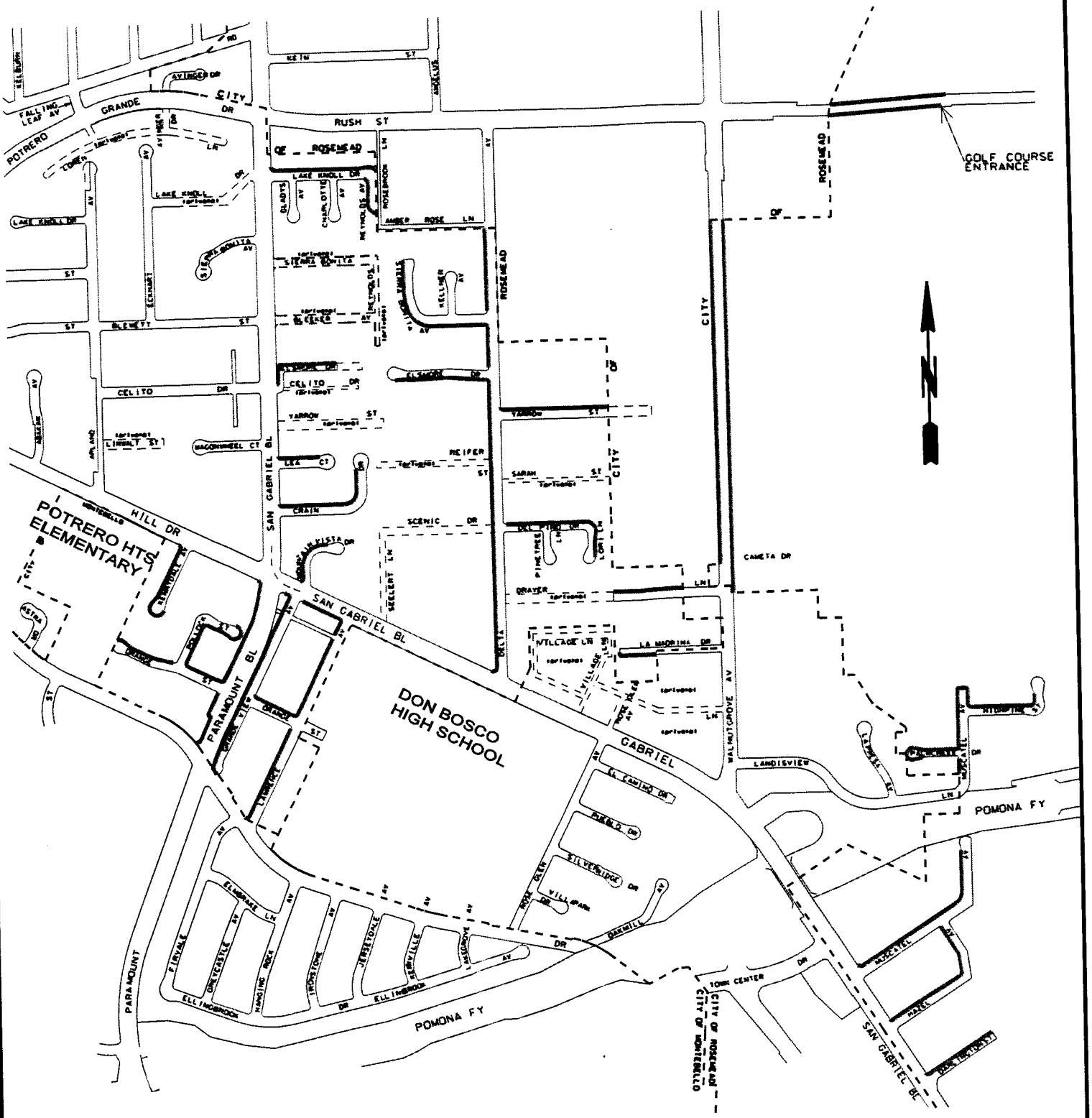
COLLECTION SCHEDULE

Monday

Tuesday

EXHIBIT G

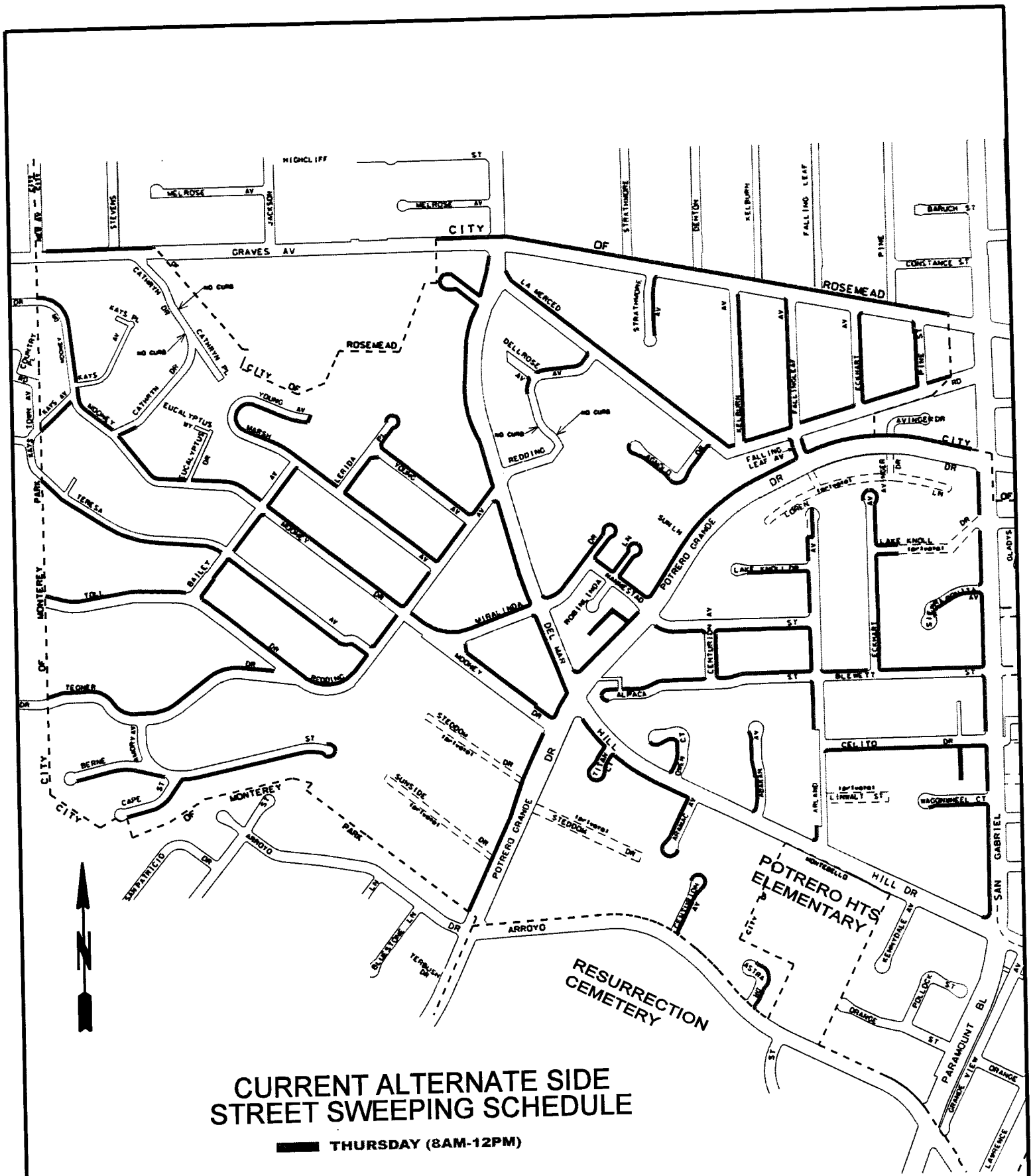
ALTERNATE DAY SWEEPING SCHEDULE FOR RD 119/519



CURRENT ALTERNATE SIDE STREET SWEEPING SCHEDULE

TUESDAY (7AM-11AM)

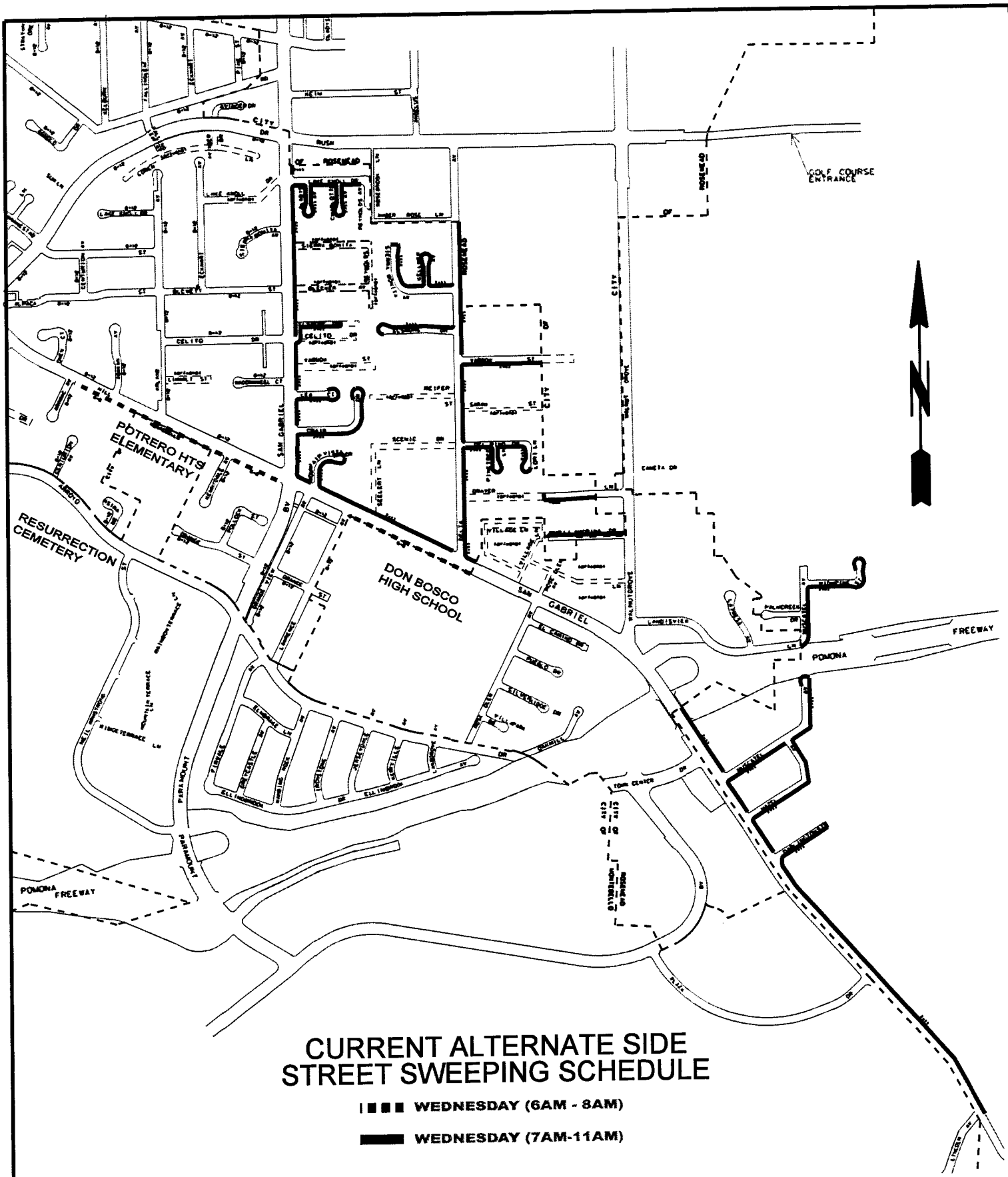
PROJECT NAME	RD 119/519 AREA STREET SWEEPING					PROJECT I.D. No.	RMD1506006
PROJECT ENGINEER	D. OBOZA	C.E. NO. C 70709	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. NONE	FILENAME	SCALE NONE	SHEET 6 OF 11



CURRENT ALTERNATE SIDE STREET SWEEPING SCHEDULE

THURSDAY (8AM-12PM)

PROJECT NAME	RD 119/519 AREA STREET SWEEPING					PROJECT I.D. No.	RMD1506006
PROJECT ENGINEER	D. OBOZA	C.E. NO. C 70709	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. NONE	FILENAME	SCALE NONE	SHEET 7 OF 11

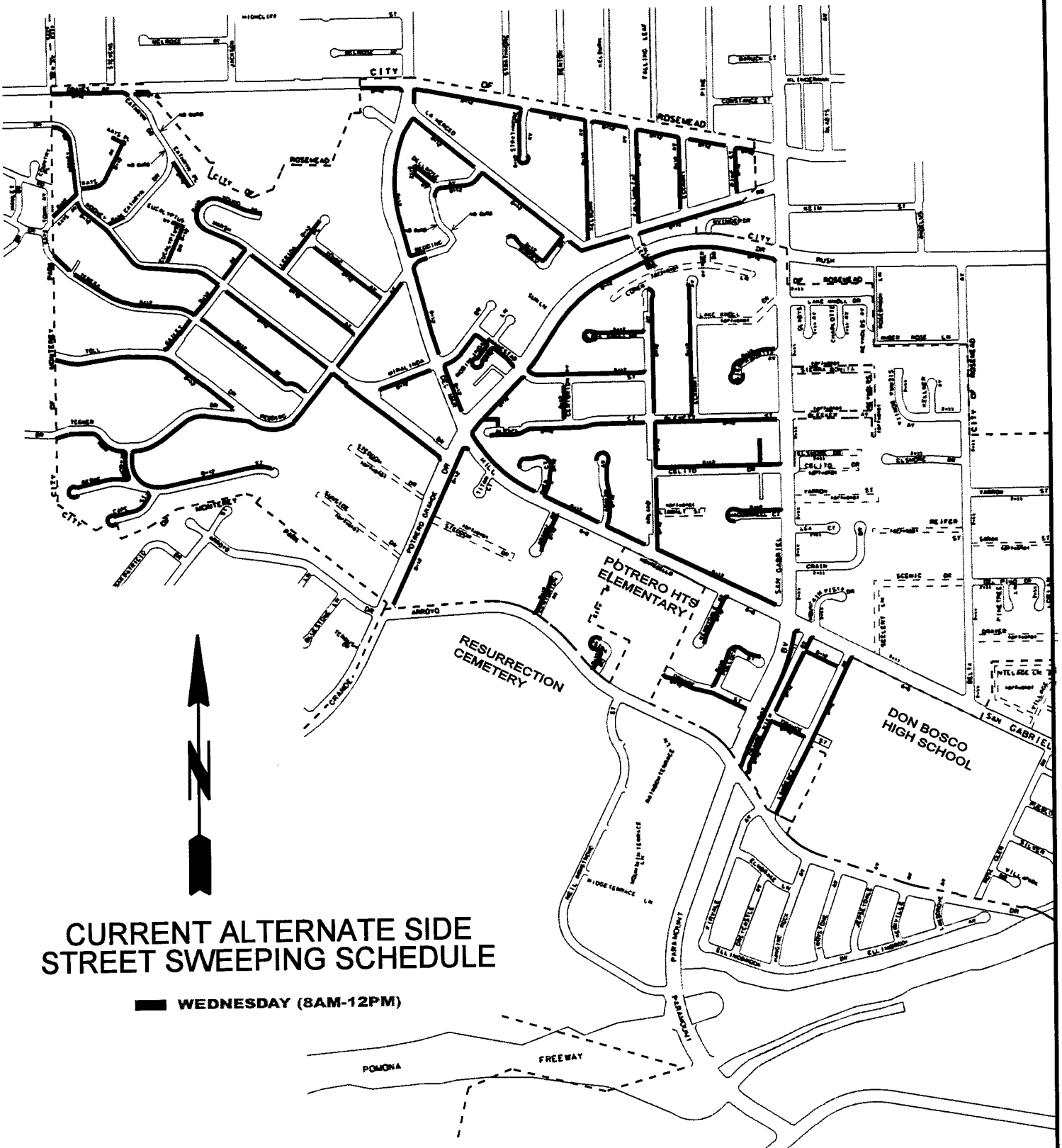


CURRENT ALTERNATE SIDE STREET SWEEPING SCHEDULE

WEDNESDAY (6AM - 8AM)

WEDNESDAY (7AM-11AM)

PROJECT NAME	RD 119/519 AREA STREET SWEEPING					PROJECT I.D. No.	RMD1506006
PROJECT ENGINEER	D. OBOZA	C.E. NO. C 70709	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. NONE	FILENAME	SCALE NONE	SHEET 8 OF 11



CURRENT ALTERNATE SIDE STREET SWEEPING SCHEDULE

WEDNESDAY (8AM-12PM)

PROJECT NAME	RD 119/519 AREA STREET SWEEPING					PROJECT I.D. No.	RMD1506006
PROJECT ENGINEER	D. OBOZA	C.E. NO. C 54213	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. NONE	FILENAME	SCALE NONE	SHEET 9 OF 11

Sample Fuel Adjustment Calculation: Fuel Purchased at Market Prices

Following sample data is required to calculate fuel adjustment:
Unit Rate from PW-2, Schedule of Prices: $15.00
Percentage of Unit Rate Attributable to Fuel Costs: 12% (from Agreement)
Proposal due date: November 2007
Contract start date: July 2008

Fuel Adjustment (FA) Component for Diesel price:

Diesel (On-Highway) - November 2007[1] 173.7 cents per Gallon
Diesel (On-Highway) – June 2008[2] 218.7 cents per Gallon
Percent Change = [(June 2008 Price/Gallon – November 2007 Price/Gallon) / (November 2007 Price/Gallon] x (100)
[(218.7 - 173.7) / 173.7] x (100) = 25.9%
Percent Change in Diesel price: 25.9% increase

Adjusted Unit Rate (FA Component):
= (12% of Unit rate x Percent Change in Diesel Price)
= (12% x $15.00 x 25.9%)
= $0.47 Fuel Adjustment (increase)

Adjusted Unit Rate for July 2008: $15.00 + $0.47 = $15.47

Fuel Adjustment (FA) Component for Propane price:

Propane (Commercial/Institutional) - November 2007[1] 173.7 cents per Gallon
Propane (Commercial/Institutional) – April 2008[2] 218.7 cents per Gallon
Percent Change = [(April 2008 Price/Gallon – November 2007 Price/Gallon) / (November 2007 Price/Gallon] x (100)
[(218.7 - 173.7) / 173.7] x (100) = 25.9%
Percent Change in Propane price: 25.9% increase

Adjusted Unit Rate (FA Component):
= (12% of Unit rate x Percent Change in Propane Price)
= (12% x $15.00 x 25.9%)
= $0.47 Fuel Adjustment (increase)

Adjusted Unit Rate for July 2008: $15.00 + $0.47 = $15.47

Fuel Adjustment (FA) Component for CNG price:

Propane (West Coast) - November 2007[1] 173.7 cents per Gallon
Propane (West Coast) – April 2008[2] 218.7 cents per Gallon
Percent Change = [(April 2008 Price/Gallon – November 2007 Price/Gallon) / (November 2007 Price/Gallon] x (100)
[(218.7 - 173.7) / 173.7] x (100) = 25.9%
Percent Change in CNG price: 25.9% increase

Adjusted Unit Rate (FA Component):
= (12% of Unit rate x Percent Change in CNG Price)
= (12% x $15.00 x 25.9%)
= $0.47 Fuel Adjustment (increase)

Adjusted Unit Rate for July 2008: $15.00 + $0.47 = $15.47

Sample Fuel Adjustment Calculation: Fuel Purchased Under Long-Term Fuel Supply Agreement

Following sample data is required to calculate fuel adjustment:
Unit Rate from PW-2, Schedule of Prices: $15.00
Percentage of Unit Rate Attributable to Fuel Costs: 12% (from Agreement)
Proposal due date: November 2007 (Long-Term Fuel Price: $3.00 per gallon)
Contract start date: March 2008
Renegotiation of Fuel Price: May 2008 (renegotiated price is $3.25 per gallon)

Fuel Adjustment Component for Contract Price:

November 2007	$3.00 cents per gallon
Renegotiated Price in May 2008	$3.25 cents per gallon

[(May 2008 Price/Gallon – November 2007 Price/Gallon) / (November 2007 Price/Gallon)] x (100) = Percent Change
[($3.25 - $3.00) / $3.00] x (100) = 8.3%
Percent change in Diesel (long-term price) 8.3% increase

Adjusted Unit Rate (Fuel Adjustment Component):
= (12% of unit rate) x (Percent change in price)
= [(12%) x ($15.00)] x (8.3%)
= $0.15 Fuel Adjustment (increase)

Adjusted Unit Rate beginning May 2008
$15.00 + $0.15 = $15.15

---

1. The month of the proposal due date.
2. Most recently published fuel price for the month of the contract start date.

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
(Contractor/Principal)

as principal, and _____
(Surety)

as surety, are held and firmly bound unto the LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS AND COUNTY OF LOS ANGELES, State of California (hereinafter County), in the sum of :

_____ Dollars ($ _____)

lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas said principal has been awarded and is about to enter into a written contract with the County for the Street Sweeping in South Whittier and is required by said County to give this bond in connection with the execution of said contract:

NOW, THEREFORE, if said principal shall well and truly do and perform all of the covenants and obligations of said contract on its part to be done and performed at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect. No premature payment by said County to said principal shall exonerate any surety unless the Board of Supervisors of said County shall have actual notice that such payment is premature at the time and it is ordered by said Board, and then only to the extent that such payment shall result in loss to such surety, but in no event more than the amount of such premature payment.

It is agreed that any alterations in the work to be done or increase or decrease of the material to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either the principal or surety hereunder, nor shall any extensions of the time granted under the provisions of said contract release either the principal or surety, and notice of such alterations or extensions of the contract is hereby waived by the surety, provided, however, that if any alterations are made which will alter the general character of the work, or which will increase the total amount to be paid to the contractor by more than twenty-five percent (25%), then written consent of the surety shall be first obtained.

WITNESS our hands this _____ day of _____ , 200 ____ .

By _____ (Contractor/Principal)

By _____ Its

By _____ Its

By _____ Its

By _____ (Surety)

By _____ Its Attorney-in-fact

By _____ Its Attorney-in-fact

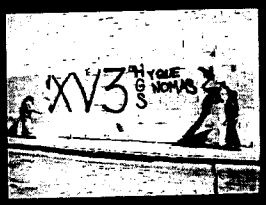
By _____ Its

CleanStreet
Cleaning Your Environment

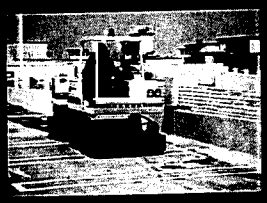
1937 W. 169th St.
Gardena, CA 90247
(800) 225-7316

Municipal Street Sweeping

Sidewalk & Bus Stop Cleaning



Graffiti Removal



Parking Surface Degreasing + Sweeping

Construction Special Event Cleaning

Vactor Jet

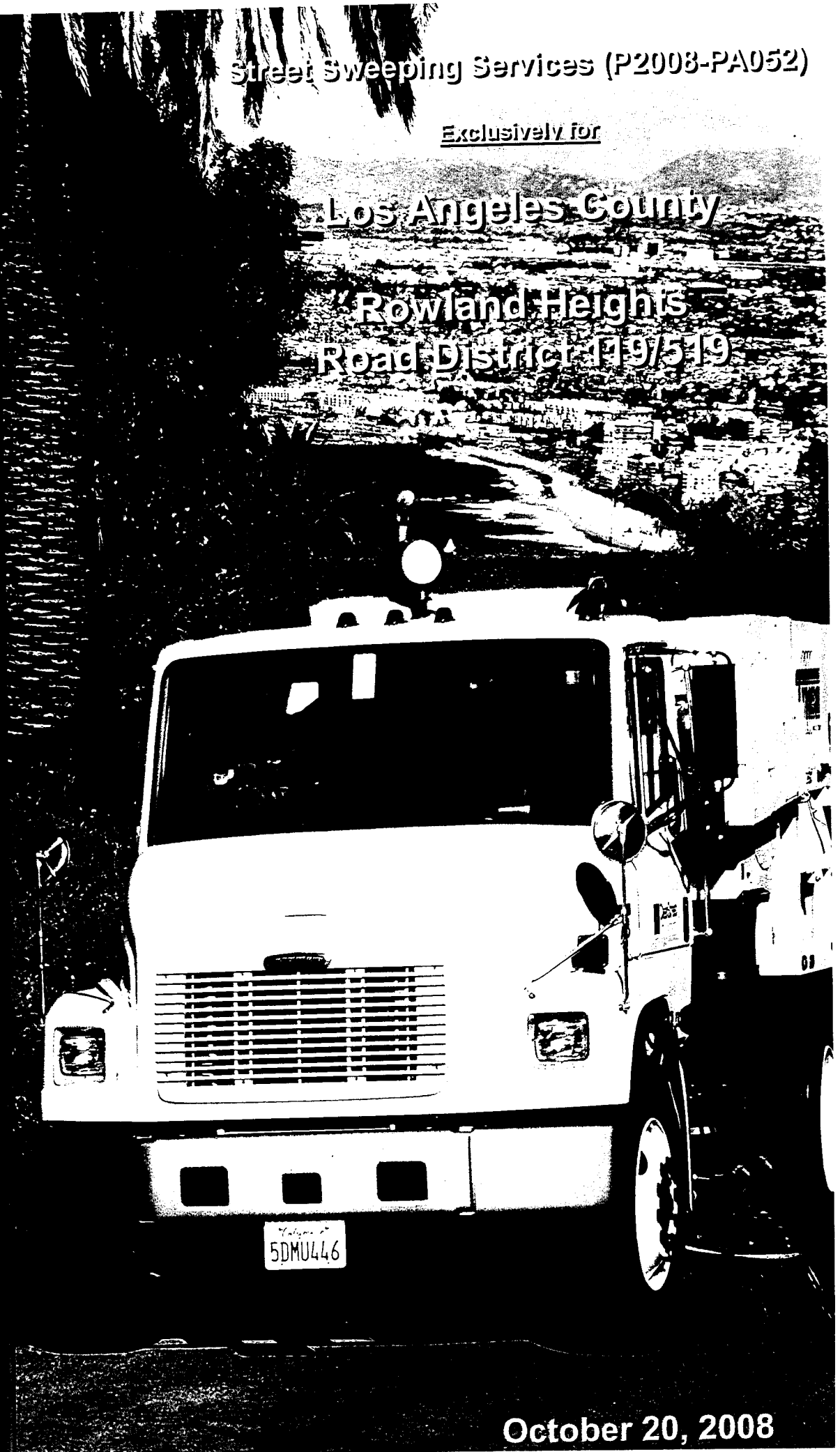
Street Sweeping Services (P2008-PA052)

Exclusively for

Los Angeles County

Rowland Heights

Road District 19/5/19



October 20, 2008

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CleanStreet
Cleaning Your Environment

ORIGINAL

October 16, 2008

Mr. Benjamin Sandoval
COUNTY OF LOS ANGELES

Subject: **PROPOSAL FOR ROWLAND HEIGHTS AND THE ROAD DISTRICT**

Dear Mr. Sandoval,

Enclosed is our proposal for providing street sweeping services for Rowland Heights and the Road District of Los Angeles County.

Our proposal contemplates complete compliance with all terms and conditions set forth in your request for proposals.

We serve more than 70 cities in southern California. We are committed to providing high quality street sweeping and high quality customer service.

We understand that Los Angeles County is seeking a problem free service provider. We are confident that we will be able to perform this contract perfectly without any exceptions or problems.

I am the person who is legally authorized to enter into contracts on behalf of CleanStreet. I can be reached at headquarters at 1937 West 169th St, Gardenia, CA 90247. I can be reached at 800-225-7316 x108 or my cell at 310-740-1601.

Thank you for this opportunity. We enjoy working for Los Angeles County. I hope we can be of service.

Sincerely,
CLEANSTREET

Rick Anderson
Director of Business Development

RA/seg

1937 West 169th Street, Gardena, California 90247 (800) 225-7316
CleanStreet.com E-mail: info@CleanStreet.com Fax: (310) 538-8015

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

DEAN D. EFSTATHIOU, Acting Director

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

IN REPLY PLEASE
REFER TO FILE: AS-0

October 9, 2008

REQUEST FOR PROPOSALS – ADDENDUM 1
STREET SWEEPING SERVICES (2008-PA052)

Thank you for attending our mandatory Proposers' Conference for Street Sweeping Services (2008-PA052) on Monday, October 6, 2008. Please take note of the following revisions, clarifications, supplemental information, and questions that have been addressed regarding the Request for Proposals (RFP). (Please note that **bold** text has been added, and any text that has a ~~strikethrough~~ has been deleted from the RFP.)

Clarifications:

1. **Please be advised that any exceptions to the RFP or proposed contract requirements that are submitted with a proposal may cause the proposal to be rejected as nonresponsive.** To request a material change in the RFP or contract requirements, the proposer must submit Form PW-11, Solicitation Requirements Review. The deadline to submit a Solicitation Requirements Review is **Thursday, October 16, 2008**.

2. Proposers who submitted a proposal for the previous solicitation, Street Sweeping Services (2008-PA040), cannot use the same bid bond submitted with that proposal for this solicitation.

3. Public Works made a business decision to cancel the previous solicitation, Street Sweeping Services (2008-PA040), which required proposals for both weekly and semi-weekly sweeping, and to release a revised RFP that requires only weekly sweeping.

4. We have received a request to base adjustments due to increased fuel and disposal fees on a higher percentage of the unit rate. We have reviewed the percentages associated with these two adjustments and have determined that the percentage for the fuel adjustment will not be changed. Our calculations show that 5 percent is reasonable considering the numerous factors that affect unit rates. The disposal fee adjustment has been revised as indicated below.

Changes:

1. The Schedule of Prices, Forms PW-2.1 and Form PW-2.2, are no longer valid. Please use the revised Schedule of Prices, Form PW-2.1 (revised) and Form PW-2.2 (revised), in your proposal. In the 2nd footnote, the width has been changed from 10 feet to 5 feet.

2. The Eleventh paragraph of the Agreement has been revised to read as follows:

ELEVENTH: The CONTRACTOR may request an annual adjustment in the "Curb Mile" and "Paved Alley Mile" unit prices set forth in Form PW-2 (Schedule of Prices) based on a percentage change in disposal fee during the life of this Contract. Adjustments will be based on the increase or decrease in the disposal fee charged to the CONTRACTOR by the Solid Waste Facility designated/used by the CONTRACTOR. This percentage will be calculated based on the disposal fee charged after the commencement date of this Contract and the disposal fee charged on this Contract's renewal date(s). Only ~~5~~ **10** percent of the "Curb Mile" and "Paved Alley Mile" unit prices may be adjusted for increases or decreases in the disposal fee. The CONTRACTOR must substantiate the change in cost for refuse disposal to the satisfaction of the Director. CONTRACTOR supplied documentation shall include disposal site receipts, driver route schedules, vehicle numbers, summary sheets of monthly disposal costs and fees charged per ton, detailed comparisons of current and previous disposal fee, and any additional documentation requested by the COUNTY to establish most current disposal fees. CONTRACTOR shall also provide an explanation for use or nonuse of any alternate disposal sites.

3. The deadline to submit the proposals has been extended to **Monday, October 20, 2008, at 10 a.m.** Please note that the time has changed to 10 a.m. in the morning.

If you have questions concerning the above information, please contact Mr. Benjamin Sandoval at (626) 458-7334, Monday through Thursday, 7 a.m. to 5:45 p.m.

Very truly yours,

DEAN D. EFSTATHIOU
Acting Director of Public Works

GHAYANE ZAKARIAN, Chief
Administrative Services Division

BS
P:\aspub\CONTRACT\BEN\STREET SWEEP\2008\Rowland Heights & 119-519\NEW RFP\Addendum 1.doc

Enc.

FORM PW-2.1 (Revised)

SCHEDULE OF PRICES

STREET SWEEPING SERVICES (2008-PA052) – ROWLAND HEIGHTS

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

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ESTIMATED ANNUAL UNITS	ANNUAL PRICE (UNIT PRICE X ESTIMATED ANNUAL UNITS)
1.	Sweeping of curbed streets[1]	CURB MILES (CM)[2]	$	10,195.12	$
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM)[3]	$	100.88	$
				TOTAL PROPOSED ANNUAL PRICE	$

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.

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.

SCHEDULE OF PRICES

STREET SWEEPING SERVICES (2008-PA052) – RD 119/519

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

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ESTIMATED ANNUAL UNITS	ANNUAL PRICE (UNIT PRICE X ESTIMATED ANNUAL UNITS)
1.	Sweeping of curbed streets[1]	CURB MILES (CM)[2]	$	11,108.76	$
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM)[3]	$	279.24	$
				TOTAL PROPOSED ANNUAL PRICE	$

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.

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.

A0593829

State of California

SECRETARY OF STATE

I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

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

MAR 25 2003

Kevin Shelley

Secretary of State

A0593829

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

JAN 31 2003

KEVIN SHELLEY
Secretary of State

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION

The undersigned certify that:

1. They are the **president** and the **secretary**, respectively, of California Street Maintenance, Inc., a California corporation.

2. Article I of the Articles of Incorporation of this corporation is amended to read as follows:

   the name of this corporation is: Cleanstreet

3. The foregoing amendment of Articles of Incorporation has been duly approved by the board of directors.

4. The foregoing amendment of Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902, California Corporations Code. The total number of outstanding shares of the corporation is 1000 shares. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of Our knowledge.

DATE: 1/27/03

Jere Costello, President

Richard Anderson, Secretary

1918 W. 169TH STREET, GARDENA, CA 90247 (800) 225-7316

State of California
Secretary of State

S

STATEMENT OF INFORMATION
(Domestic Stock Corporation)

FEES (Filing and Disclosure): $25.00. If amendment, see instructions.

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. **CORPORATE NAME** (Please do not alter if name is preprinted.)

C1425843
CLEANSTREET
17-19TH ST
HERMOSA BEACH CA 90254

This Space For Filing Use Only

DUE DATE: 12-31-07

CALIFORNIA CORPORATE DISCLOSURE ACT (Corporations Code section 1502.1)

A publicly traded corporation must file with the Secretary of State a Corporate Disclosure Statement (Form SI-PT) annually, within 150 days after the end of its fiscal year. Please see reverse for additional information regarding publicly traded corporations.

NO CHANGE STATEMENT

2. ☐ If there has been no change in any of the information contained in the last Statement of Information filed with the Secretary of State, check the box and proceed **to Item 15.**

If there have been any changes to the information contained in the last Statement of Information filed with the Secretary of State, or no statement has been previously filed, this form must be completed in its entirety.

COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 3 and 4 cannot be P.O. Boxes.)

	CITY AND STATE		ZIP CODE
3. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE 1937 W. 169th Street	Gardena	CA	90247
4. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY 1937 W. 169th Street	CITY Gardena	STATE CA	ZIP CODE 90247

NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS (The corporation must have these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

5. CHIEF EXECUTIVE OFFICER/ ADDRESS Jere Costello - 1937 W. 169th Street, Gardena, CA 90247	CITY AND STATE	ZIP CODE
6. SECRETARY/ ADDRESS Rick Anderson - 1937 W. 169th Street, Gardena, CA 90247	CITY AND STATE	ZIP CODE
7. CHIEF FINANCIAL OFFICER/ ADDRESS Jere Costello - 1937 W. 169th Street, Gardena, CA 90247	CITY AND STATE	ZIP CODE

NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS (The corporation must have at least one director. Attach additional pages, if necessary.)

8. NAME ADDRESS Jere Costello - 1937 W. 169th Street, Gardena, CA 90247	CITY AND STATE	ZIP CODE
9. NAME ADDRESS	CITY AND STATE	ZIP CODE
10. NAME ADDRESS	CITY AND STATE	ZIP CODE

11. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 13 must be completed with a California address. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 13 must be left blank.)

12. NAME OF AGENT FOR SERVICE OF PROCESS
Jere Costello

13. ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL 1937 W. 169th Street, Gardena, CA 90247	CITY	STATE ZIP CODE

TYPE OF BUSINESS

14. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
Sweeping Services

15. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

Jere Costello		CEO	10-23-07
TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM	SIGNATURE	TITLE	DATE

SI-200 N/C (REV 06/2007) APPROVED BY SECRETARY OF STATE

006915S

CleanStreet's has its headquarters in Gardena, California. CleanStreet was formerly known as California Street Maintenance and South Bay Sweeping.

Company founder and CEO Jere Costello began sweeping shopping centers in 1961. In 1969 with the help of George Graziadio and Imperial Bank, Jere purchased his first revolutionary and dependable Tymco Air Sweeper.

By 1973, the company had become one of the largest shopping center sweeping companies in Southern California. That year the company began sweeping its first municipality, Rolling Hills Estates. We will always be grateful to City Manager Harry Peacock for giving us that opportunity.

In 1978 proposition 13 passed. All of sudden more cities became interested in saving money. Often potential municipal clients would say "of course we would like to contract for street sweeping services and save money, but how do we know you will do a good job? We have had some bad experiences with irresponsible and non-responsive contractors."

We would say, "We will make a simple promise to you and your City. We will sweep every street on time every day. We will instruct our operator to take as many passes as are necessary to clean every street thoroughly. If we ever do receive a complaint, we will re-sweep it immediately. No questions asked."

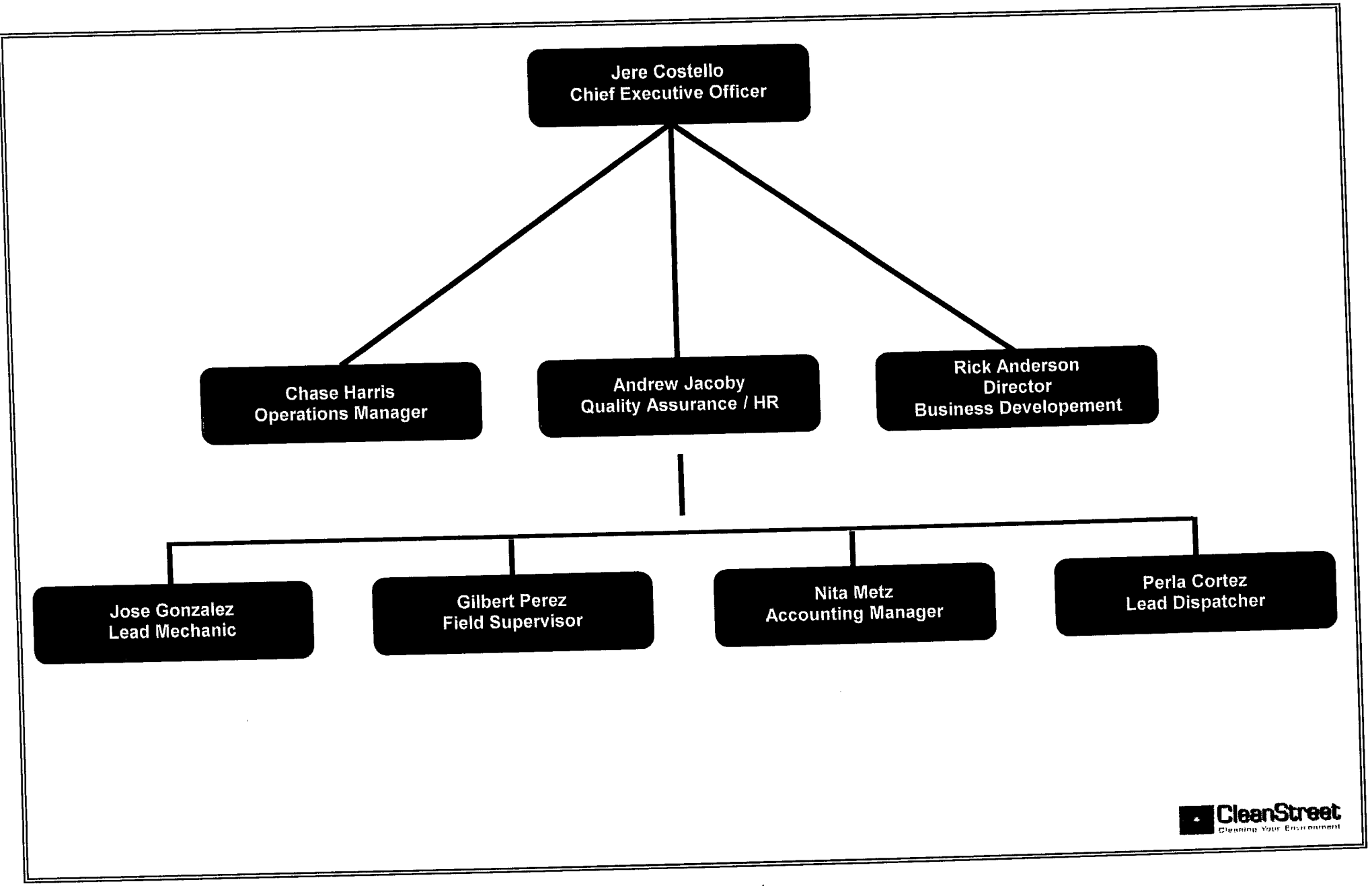
As word spread that we are a good dependable company, we slowly and steadily grew year after year. Our commitment to quality and customer satisfaction turned out to be an overwhelming success.

Today CleanStreet serves scores of municipalities and major private facilities with high quality cleaning and sweeping services. The key to our success is the fact that we kept that promise of quality to our clients.

CleanStreet takes pride in its high level of expertise that is brings to every job. We employ the best methods and the most effective equipment.

Our employees are well trained and enjoy good pay and healthcare benefits. Our employees take great pride in the quality of their work and in your complete satisfaction.

Organizational Chart

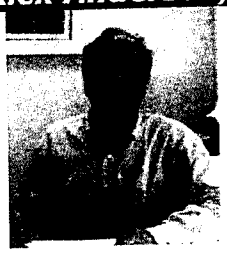


Jere Costello, CEO and Founder since 1961

Mr. Costello founded the Company in 1961. Mr. Costello is an expert in virtually all aspects of providing a wide variety of outdoor cleaning services and committed to the highest level of customer satisfaction.

Mr. Costello attended California State University at Long Beach and graduated from Northrop School of Law in 1980.

Rick Anderson, Director of Business Development since 1989



Mr. Anderson is a graduate of USC and Southwestern University School of Law. He has been with the Company for 18 years and has played an integral role in developing new business and overseeing all facets of operations. Mr. Anderson's dedication to the Company has helped fuel continual growth and diversification into new areas which complement CleanStreet's primary role as a street sweeping contractor.

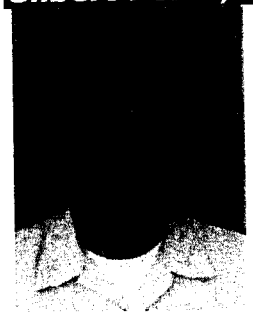
Andrew Jacoby, Director of Operations since 1988

Mr. Jacoby graduated from Catholic University in Washington D.C. in 1988. Mr. Jacoby worked for the company from 1988 - 1991, where he was responsible for accounts management and overseeing personnel. Mr. Jacoby moved to Hawaii in 1991 and lived there for 12 years, where he worked as an award winning photojournalist and sports editor for Maui's daily newspaper. Mr. Jacoby returned to CleanStreet in March 2003 and oversees personnel, accounts and operations

Chase Harris, Director of Fleet Operations since 1993

Chase Harris graduated from the University of Arizona in 1994 and has worked at the Company for 13 years. Mr. Harris is responsible for overseeing all facets of operations, including but not limited to delegating work to the mechanics, fleet maintenance, debris management and GPS monitoring. Mr. Harris is quick to respond to any situation and his dedication to excellence is a tremendous asset to the Company.

Gilbert Perez, Field Supervisor since 2005



Gilbert is a highly skilled street sweeper operator and is also adept at operating other commercial vehicles, including those which require a Class A license. Mr. Perez has had experience in many facets of maintenance including but not limited to streets, parking structures, and is experience with janitorial maintenance as well. Mr. Perez supervises street sweeper operators, porters and pressure-washing crews in the field. Mr. Perez is extremely dedicated to his job and works tirelessly to ensure the highest quality of work.

Nita Metz, Accounting Manager since 2002

Ms. Metz attended California State University at Dominguez Hills and El Camino Junior College, where she focused on Business Administration and Liberal Studies. Ms. Metz obtained her Bachelors of Science degree in Business Administration, 2006, at University of Phoenix. Ms. Metz is responsible for accounts payable, accounts receivable, generating financial statements, and also is a certified Notary Public.

Perla Cortez, Lead Dispatcher since 2002

Ms. Cortez has worked for the Company for five years. During her tenure with CleanStreet, Ms. Cortez demonstrates a comprehensive geographical knowledge of the areas and possesses excellent computer and communication skills. She possesses an outgoing and friendly personality as she interfaces with clients to meet their frequent deadlines in coordinating routes to drivers accordingly. Ms. Cortez is committed to providing quality, and on-time service.

Sharon Grant, Executive Assistant and Public Relations since 2004

Ms. Grant joined CleanStreet in 2004. She serves at the capacity of Public Relations Specialist and Executive Assistant. Sharon works independently with minimal supervision performing diversified, advanced and confidential secretarial & administrative work in support of the CEO and Director. She uses discretionary initiative and good judgment when handling customer telephone calls. Her responsibilities include but not limited to: creating reports, tracking data, mass mailings, database management and supports office staff.

Personnel:
CleanStreet will dedicate four experienced and highly trained street sweeper operators to the Rowland Heights and the Road District. These operators will be able to finish routes on time from the first day.

We will provide these operators with good pay and benefits to ensure that they will be loyal to CleanStreet and Rowland Heights and the Road District.

Safety Program:
CleanStreet has an extensive safety program that gives our operators great incentive to avoid complaints and to operate their sweeper carefully at all times. We have an annual Awards Banquet that recognizes operator excellence.

Eyes and Ears:
Our operators will be the City's eyes and ears for criminal activity and hazardous conditions.

Immediate Communications:
We will provide the City our operators' cell phone number for immediate and direct communication 24-hour, seven days per week.

Personnel Staffing Plan:

Streets in this contract will be swept on a alternate day sweeping schedule. An alternate day schedule requires CleanStreet to sweep the two sides of a street on two separate consecutive work days. After notification that CleanStreet has been awarded this contract, CleanStreet will provide a finalized and working alternate day sweeping schedule to the contract manager. CleanStreet is an expert at scheduling alternate side sweeping programs. We have just completed such programs for the City of Compton and the City of Colton.

CleanStreet will only utilize full-time staff, which may require a driver to work in one or more projects. We anticipate that each area requires approximately 1.5 sweepers per day.

Areas shall not be swept on the same day as trash pickup is scheduled. All sweeping will be scheduled the day after trash pickup, one to two days after trash pickup if alternate side sweeping.

Streets adjacent to schools and commercial developments shall be swept prior to 7 a.m. or before such times as public activities start. Streets adjacent to apartments, condominiums, or other areas where night on street parking is prevalent shall be swept after 8 a.m. All residential areas will be swept between the hours of 7 a.m. and 3:30 p.m.

All debris collected by the street sweeping operation will be taken to a legally established landfill or transfer station. There will be no on site dumping.

Personnel:

Supervisors:

Satisfaction and consistent quality service is the foundation of our company. Our supervisors are full-time employees, not temporary hired guns. They are highly trained so all phases of the project runs smoothly. Our supervisors are directly involved with each account and job inspections to ensure quality.

Although we believe that there is always room for improvement, we strive to recognize our employees for their good work. This type of supervision helps build operator pride.

CleanStreet knows that street sweeping is an extremely noticeable city service that is best done properly if you wish to have satisfied residents. With our experience coupled with our approach assure the various locations that this work will be done extremely well. We can eliminate all complaints. We believe that our quality street sweeping programs is a great value when you consider the cost and negativity generated by complaints.

Operators:
Our first step is to educate our operators as to what is an accepted and the quality of work that is expected. Our operators are encouraged to take as many passes as are necessary to do a great job in removing all leafs, 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. In combination with this approach, the CleanStreet supervisors will conduct unannounced spot checks for quality and quantity of the work preformed.

Our operators are trained to value and care for their equipment. They are knowledgeable about proper driving speed, adjustment of brooms and the most efficient and effective performance of their equipment.

Our operators understand the importance of punctuality and the importance of quality work. Our drivers take pride in our customer's satisfaction.

Repair and Maintenance Crew:
CleanStreet has seven full-time mechanics who are expert in the repair and maintenance of our equipment. Our mechanics are factory trained to help ensure high quality performance of our equipment. We also have mechanics available around-the-clock to help ensure our ability to meet our commitments.

CleanStreet knows that one of the keys to customer satisfaction is dependable well-maintained equipment. Consequently, we feel that the quality of our repairs and maintenance is crucial to our sweepers.

We have an additional four full-time employees who are mechanics helpers. They change of brooms, tires, and help keep our sweepers clean.

Dispatchers:
The Dispatch and Operations department is the very nerve center of CleanStreet. It is from our experience that this position is very mission critical where oftentimes operational and sometimes financial decisions are made.

We have two full-time dedicated dispatchers who make sure that operations run smoothly. When telephone calls are received, our dispatchers will obtain the necessary information from the caller and provide the appropriate response by either facilitating an emergency sweep, special sweep, regular sweep or the handling of a complaint. This means that they make sure that the right drivers and the right equipment are appropriately matched to the job and ensure timeliness, safety and accuracy are guaranteed.

Disposal of Refuse and Debris:
CleanStreet shall dispose of all refuse and debris that is collected during the sweeping operations, at no additional cost to the County. We will haul it to a legally established area for the disposal of solid waste.

Storage facilities:
CleanStreet will utilize their own storage facilities for all of the sweepers.

Equipment:
CleanStreet equips all of its trucks with global positioning satellite (GPS) system. All of the real-time data is monitored by CleanStreet dispatchers. This permits CleanStreet to monitor the drivers speed, time and location.

Our Operations Analyst downloads the GPS reports on a daily basis from the Internet. The real-time data alerts the managers via e-mail if the brooms are down a half hour or longer or if the sweeper exceeds its speed limit. If this should happen, there will be communication between either the manager or the dispatcher to the sweeper's cell phone to ensure proper action is taken.

Authorized public works employees can generate and print GPS reports at any time. Data is available for six months and can be downloaded in an Excel document.

Our Tymcos hold 250 gallons of water which results in cleaner air and less dust and particulates on the streets.

Our street cleaning is listed as *Best Management Practice* BMP in storm water regulations get the debris is off the street before it is carried into the drain system.

All street sweepers that CleanStreet will deploy will be Tymco propane powered street sweeper compliant with rule 1186.1.

In order to ensure uninterrupted performance, backup will be available at all times. In case of a mechanical breakdown, backup equipment will be available at all times and will comply with AQMD Rule 430.

Routing:
Routing will be designed in such a manner that all time zones will be swept timely with ample time for the operator to do an excellent job. If for some reason the operator is behind or needs help, and additional sweeper and operator will be supplied to ensure timely completion of routes.

Reports:
The attached report is a sample of what our drivers complete for other locations. In order to suit the County, a tailor-made form will be created for each location awarded to CleanStreet. The following items will be on the report:

- Curb miles and paved alley miles swept each day.
- Schedule curb miles and paved alley miles swept and areas missed.
- When missed areas were swept.
- Number of complaints received each day.
- Reasons schedule sweeping was not performed or completed as scheduled.
- Waste tonnage summary and copies of waste disposal receipts.

Please see sample form attached.

City of _____

CleanStreet's Weekly Report

Date: 29-Sep-08

Week Beginning: 3-Oct-08

Phone Number: 310.538.5888

Prepared By: Perla

		Area Name & Contract #	Scheduled Curb Miles Missed & Reason	Date Missed Miles Will be Swept	Number of Complaints	Route Numbers and Operators	Miles Swept
Monday	Total Mileage 29.76	Covina Contract # 76404				Op: Rodolfo No. 1 10 Op: Jose No. 2 9	
Tuesday	Total Mileage 43.14	Azusa Contract # 76404				Op: Jamie No. 1 8 Op: No. 2	
Wednesday	Total Mileage 38.97	Azusa Contract # 76404				Op: Jamie No. 1 8 Op: No. 2	
Thrusday	Total Mileage 46.06	Azusa Claremont Contract # 76404				Op: Jamie No. 1 8 Op: Gilbert No. 2 3	
Friday	Total Mileage 48.56	Covina Contract # 76404				Op: Rodolfo No. 1 10 Op: Jose No. 2 9	
Total	Total Mileage 207						

We will not utilize subcontractors of any kind. We will control and direct 100% of the performance of this contract.

LOCKTON

Insurance and Risk Management Specialists

October 9, 2008

COUNTY OF LOS ANGELES,
Department of Public Works
Attn: Mr. Dean Efstathiou
P.O. Box 1460
Alhambra, CA 91802

RE: CleanStreet
Street Sweeping Services for Road District 119/519 (2008-PA052)

Dear Dean:

CleanStreet is currently bonded by Safeco Insurance Company of America. Safeco Insurance Company of America is rated by A.M. Best rating as "A" (Excellent) and "XV" financial size.

As an indication of bonding capacity, CleanStreet can secure a performance bond of 50% of the annual contract amount.

As is customary, the surety will determine final approval of any bond upon the most current financial job information available to the underwriter at the time. Specific requests for surety bonds will be given due consideration based on an underwriting evaluation at the time of the request. This evaluation includes receipt and review of acceptable contract terms and conditions, acceptable bond forms, adequate financing as well as other underwriting conditions, which may exist at the time of the request. Any request for bonds is a matter between CleanStreet and Safeco Insurance Company of America.

Yours very truly,

LOCKTON INSURANCE BROKERS, LLC

By: Paul Boucher

Paul Boucher, CPCU CLU
Vice President
Surety Department

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

4/1/2009

DATE (MM/DD/YYYY) 7/11/2008

PRODUCER
Lockton Companies, LLC-L Los Angeles
725 S. Figueroa Street, 35th Fl.
CA License #0F15767
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	NAIC #
INSURER A: United States Fire Insurance Company	21113
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
1304989 CleanStreet
California Street Maintenance
1937 W 169th Street
Gardena CA 90247

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

COVERAGES CLEST01 P4

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	X	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	5437126431	4/1/2008	4/1/2009	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 1,000,000
						MED EXP (Any one person)	$ 10,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 2,000,000
A	X	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	1337256567	4/1/2008	4/1/2009	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
						BODILY INJURY (Per person)	$ XXXXXXX
						BODILY INJURY (Per accident)	$ XXXXXXX
						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
		GARAGE LIABILITY [ ] ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT	$ XXXXXXX
						OTHER THAN AUTO ONLY: EA ACC	$ XXXXXXX
						AGG	$ XXXXXXX
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] UMBRELLA FORM [ ] RETENTION $	NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
						AGGREGATE	$ XXXXXXX
							$ XXXXXXX
							$ XXXXXXX
							$ XXXXXXX
A		**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? YES If yes, describe under SPECIAL PROVISIONS below	4086954405	4/1/2008	4/1/2009	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
						E.L. EACH ACCIDENT	$ 1,000,000
						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
The City of it's directors, officials, officers, employees agents and volunteers are named as Additional Insured under the Auto & GL policies in accordance with the contractual requrements between CleanStreet and the City of This insurance shall be primary insurance as respects to the City of its directors, officials, officers, employees, agents and volunteers but only with respect to liability arising out of the operations of the Named Insured. "This certincate supersedes the previously issued certificate on 4/8/2008".

CERTIFICATE HOLDER

CANCELLATION [M447253] [M447252]

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 'CLEST01'.
© ACORD CORPORATION 1988

POLICY NUMBER: 1337256567

COMMERCIAL AUTO
CG 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 04/01/2008

Named Insured: CleanStreet

SCHEDULE

Name of Person(s) or Organization(s):

The City of its directors, officials, officers, employees, agents, and volunteers

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II** of the Coverage Form.

Copyright, Insurance Services Office, Inc. 1998

Miscellaneous Attachment : M447253
Certificate ID : 3609123

Policy Number:5437126431

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Additional Insured - Owners, Lessees or Contractors - Completed Operations

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Schedule

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
The City of its directors, officials, officers, employees, agents and volunteers.	

Copyright, ISO Properties, Inc., 2004
CG 20 37 07 04
07-04

DAILY Time Card Report (NO WORK ORDERS)

Current Pay Period

Department: 000201

Department	Last Name	First Name	Employee
000201	[redacted]	[redacted]	2Q1095077

Date In	Time In - Out	Hours	Earnings Code	Worked Department	Worked Jobs
Pay Date: 07/21/2008					
P Mon 07/21/2008	06:40 AM - 10:35 AM LP	3.92		000201	SANTA CLARITA
P Mon 07/21/2008	11:22 AM - 04:11 PM	4.82		000201	SANTA CLARITA
	Totals	**Hours**		**Rate**	**Dollars**
	OVTIME	0.73		$27.0000	$19.80
	REGULAR	8.00		$18.0000	$144.00
Pay Date: 07/22/2008					
P Tue 07/22/2008	06:26 AM - 10:55 AM LP	4.48		000201	SANTA CLARITA
P Tue 07/22/2008	11:42 AM - 02:14 PM	2.53		000201	SANTA CLARITA
	Totals	**Hours**		**Rate**	**Dollars**
	REGULAR	7.02		$18.0000	$126.30
Pay Date: 07/23/2008					
P Wed 07/23/2008	06:32 AM - 10:55 AM LP	4.38		000201	SANTA CLARITA
P Wed 07/23/2008	11:09 AM - 03:06 PM	3.95		000201	SANTA CLARITA
	Totals	**Hours**		**Rate**	**Dollars**
	OVTIME	0.33		$27.0000	$9.00
	REGULAR	8.00		$18.0000	$144.00
Pay Date: 07/24/2008					
P Thu 07/24/2008	06:29 AM - 12:50 PM LP	6.35		000201	SANTA CLARITA
P Thu 07/24/2008	01:29 PM - 02:51 PM	1.37		000201	SANTA CLARITA
	Totals	**Hours**		**Rate**	**Dollars**
	REGULAR	7.72		$18.0000	$138.90
Pay Date: 07/25/2008					
P Fri 07/25/2008	05:44 AM - 02:16 PM LP	8.53		000201	SANTA CLARITA
P Fri 07/25/2008	02:31 PM - 02:49 PM	0.30		000201	SANTA CLARITA

DAILY Time Card Report (NO WORK ORDERS)

Current Pay Period

Department: 000201

Department	Last Name	First Name	Employee
000201	[redacted]	[redacted]	2Q1095077

Totals	Hours	Rate	Dollars
OVTIME	0.83	$27.0000	$22.50
REGULAR	8.00	$18.0000	$144.00

Date In	Time In - Out	Hours	Earnings Code	Worked Department	Worked Jobs
Pay Date: 07/28/2008					
P Mon 07/28/2008	12:00 AM - 08:00 AM	8.00	VACTON	000201	VACATION

Totals	Hours	Rate	Dollars
VACTON	8.00	$18.0000	$144.00

Date In	Time In - Out	Hours	Earnings Code	Worked Department	Worked Jobs
Pay Date: 07/29/2008					
P Tue 07/29/2008	12:00 AM - 08:00 AM	8.00	VACTON	000201	VACATION

Totals	Hours	Rate	Dollars
VACTON	8.00	$18.0000	$144.00

Date In	Time In - Out	Hours	Earnings Code	Worked Department	Worked Jobs
Pay Date: 07/30/2008					
P Wed 07/30/2008	06:11 AM - 01:42 PM LP	7.52		000201	SANTA CLARITA
P Wed 07/30/2008	01:56 PM - 04:12 PM	2.27		000201	SANTA CLARITA

Totals	Hours	Rate	Dollars
OVTIME	1.78	$27.0000	$48.15
REGULAR	8.00	$18.0000	$144.00

Date In	Time In - Out	Hours	Earnings Code	Worked Department	Worked Jobs
Pay Date: 07/31/2008					
P Thu 07/31/2008	06:25 AM - 08:56 AM LP	2.52		000201	SANTA CLARITA
P Thu 07/31/2008	09:32 AM - 04:47 PM	7.25		000201	SANTA CLARITA

Totals	Hours	Rate	Dollars
OVTIME	1.77	$27.0000	$47.70
REGULAR	8.00	$18.0000	$144.00

Date In	Time In - Out	Hours	Earnings Code	Worked Department	Worked Jobs
Pay Date: 08/01/2008					
P Fri 08/01/2008	06:26 AM - 05:00 PM LP	10.57		000201	SANTA CLARITA
P Fri 08/01/2008	05:18 PM - 05:19 PM	0.02		000201	SANTA CLARITA

DAILY Time Card Report (NO WORK ORDERS)

Current Pay Period

Department: 000201

Department	Last Name	First Name	Employee
Date In	Time In - Out	Hours Earnings Code	Worked Department / Worked Jobs
000201	[redacted]	[redacted]	2Q1095077

Totals	Hours	Rate	Dollars
OVTIME	2.58	$27.0000	$69.75
REGULAR	8.00	$18.0000	$144.00

Payroll Summary	Earnings Code	Hours	Dollars
	REGULAR-Regular	62.73	$1,129.20
	OVTIME-Overtime	8.03	$216.90
	VACTON-Vacation	16.00	$288.00
	Total for : 000201	86.76	$1,634.10
	Grand Total	86.76	$1,634.10

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY) 4.1. If records of actual time worked are not used to create payroll, what is the source document that is used? 4.2. Who prepares and who checks the source document? 4.3. Does the employee sign it? 4.4. Who approves the source document, and what do they compare it with prior to approving it?	**4.1 N/A - we use computerized records of actual time worked to create payroll.** **4.2 N/A - we use computerized records of actual time worked to create payroll.** **4.3 N/A - we use computerized records of actual time worked to create payroll.** **4.4 N/A - we use computerized records of actual time worked to create payroll.**
5. BREAKS 5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)? 5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred? 5.3. If so, who prepares, reviews, and approves such documentation?	**5.1 Employee clocks out for meal break or signs agreement for On-Duty Meal Period. Employees take mandated breaks at their discretion and are not required to clock out for these breaks.** **5.2 All breaks are listed within each employee's timecard report.** **5.3 The Payroll Administrator prepares, reviews, and approves documentation.**

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
6. HOW PAYROLL IS PREPARED 6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid. 6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)? 6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made? 6.4. What information is provided on the check (e.g., deductions for taxes, etc.)? 6.5. **ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).**	**6.1 We input information into a payroll program, transmit it over to the Internet to check processing system, and receive the checks the next day.** **6.2 Employees receive automated checks.** **6.3 We do not split straight time and overtime in two separate payments, however, when dealing with employees who have worked on more than one prevailing wage job, we may separate information into two or more checks to overcome the limitation of the number of line items we can input per check in our payroll program, since we break up the actual prevailing wage rate into its different parts, employe checks show the total number of regular and overtime hours, tax deductions and any other deductions that were taken.** **6.4 Witholdings for Federal Taxes, SDI, Medicare, State Taxes, any and all deductions hours paid broken down into regular, Overtime, Doubletime etc.** **6.5 Please see attached pay check and pay check stub.**

CO.	FILE	DEPT.	CLOCK	VCHR. NO.	
201	095021	000100		0000400004	1

089-0001

Earnings Statement

CLEANSTREET INC
1937 W 169TH STREET
GARDENA, CA 90247-5253
(310)538-5888

Period Beginning: 09/15/2008
Period Ending: 09/28/2008
Pay Date: 10/03/2008

00000000004
[redacted]

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 1
CA: 1

Earnings	rate	hours	this period	year to date
Regular	20.0000	64.02	1,280.40	25,570.28
Overtime	30.0000	2.13	63.90	1,674.76
Holiday				739.00
Vacation				437.50
Gross Pay			**$1,344.30**	28,421.54

Deductions	Statutory		
Federal Income Tax	-147.09	3,358.48
Social Security Tax	-81.55	1,738.38
Medicare Tax	-19.08	406.56
CA State Income Tax	-32.45	784.05
CA SUI/SDI Tax	-10.53	224.31
Other		
Aflac Dental	-14.03*	98.21
Checking 1	-1,024.57	
Medical Aetna	-15.00*	60.00
Health Blue Cr		225.00
Net Pay	**$0.00**	

*** Excluded from federal taxable wages**

Your federal taxable wages this period are $1,315.27

©199[illegible] ADP, Right[illegible] ved.

TEAR

© 2000 ADP, Inc

VERIFY DOCUMENT AUTHENTICITY - COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM

CLEANSTREET INC
1937 W 169TH STREET
GARDENA, CA 90247-5253
(310)538-5888

Advice number: 00000400004
Pay date: 10/03/2008

Deposited to the account of
[redacted]

account number	transit ABA	amount
******2181		$1,024.57

VOID AFTER 180 DAYS

THIS IS NOT A CHECK

BANK OF AMERICA
COMMUNITY DEVELOPMENT BANK
1500 NEWELL AVENUE, SUITE 250
WALNUT CREEK, CA 94596

NON-NEGOTIABLE

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
7. MANUAL PAYROLL SYSTEM 7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check. 7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?	**7.1 Manual checks are processed through our same payroll system for any necessary adjustments that may need to be made to a paycheck.** **7.2 Multiple wage rates usually have a different job code, so any regular overtime and doubletime rates in those codes would be manually overridden.**
8. AUTOMATED PAYROLL SYSTEM 8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll. 8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid? 8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?	**8.1 A printout is generated from the timekeeping system showing the name of each employee and breaking down the total number of regular, overtime and double-time hours worked within a particular job number. Payroll information is input in this manner to help provide job costing information. When employees have multiple wage rates, they are usually tied to a particular job number that either has rates preprogrammed, or a not of the rate amount to overwrite with.** **8.2 Multiple wage rates usually have a different job code, so any regular, overtime and doubletime rates in those codes would be manually overridden.** **8.3 Combination of preprogrammed and manual overrides.**

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
9. TRAVEL TIME 9.1. How is travel time during an employee's shift paid? 9.2. At what rate is such travel time paid if the employee has multiple wage rates? 9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples: a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate. b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.	**9.1 Employees are paid their hourly wage for travel time.** **9.2 Travel time is paid at the employee's hourly rate.** **9.3a Wages would be determined by Job Number and Work Order Number. Each Job Number and Work Order Number has a specific code and if any jobs/work orders require a certain wage rate, entering those codes would activate the specific wage rates.** **9.3b The employee would be paid by his/her hourly rate unless the Job Number and Work Order Number mandate a specific rate. If there is a specific rate required, the employee's regular hourly rate would be overridden.**
10. OVERTIME 10.1. How does the Proposer calculate overtime wages? 10.2. What if the employee has multiple wage rates?	**10.1 Overtime is calculated daily after 8 hours and then weekly after 40 hours. Doubletime is calculated after 12 hours.** **10.2 Multiple wage rates usually have a different job code, so any regular, overtime and doubletime rates in those codes would be manually overridden.**

DATED: **October 8, 2008** PROPOSER'S SIGNATURE: _____

FORM PW-1

VERIFICATION OF PROPOSAL

DATE: 10/6 , 2008

THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:

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

2. NAME OF SERVICE: Street Sweeping Services (2008-PA052)

DECLARANT INFORMATION

3. NAME OF DECLARANT: CleanStreet

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: Chief Executive Officer

PROPOSER INFORMATION

6. Proposer's full legal name: Jeremiah George Costello | Telephone No.: (800) 225-7316 x103

Address: 1937 W. 169th Street, Gardena, CA 90247 | Fax No.: (310) 538-8015

e-mail: | County WebVen No.: 503745-02 | IRS No.: 95-4147708 | Business License No.: 9023

7. Proposer's fictitious business name(s) or dba(s) (if any): N/A

County(s) of Registration: | State: | Year(s) became DBA:

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: 1937 W. 169th St., Gardnea, CA 90247 — State of incorporation: California — Year incorporated: 2003

☐ 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) Jere Costello	Title CEO	Phone (800) 225-7316 x103	Fax (310) 538-8015
Street 1937 W. 169th St.	City Gardena	State CA	Zip 90247
Name(s) Rick Anderson	Title Secretary	Phone (800) 225-7316 x108	Fax (310) 538-8015
Street 1937 W. 169th St.	City Gardena	State CA	Zip 90247

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): California Street Maintenance — Year of name change: 2003.
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 and all representation contained in this proposal on my personal knowledge;
OR
☒ (b) I am making these representations all representation contained in this proposal based on information and belief that they are true.

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

Signature of Proposer or Authorized Agent: _____ Date: 10/06/08

Type name and title: Jere Costello, Chief Executive Officer

SCHEDULE OF PRICES

STREET SWEEPING SERVICES (2008-PA052) – ROWLAND HEIGHTS

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

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ESTIMATED ANNUAL UNITS	ANNUAL PRICE (UNIT PRICE X ESTIMATED ANNUAL UNITS)
1.	Sweeping of curbed streets[1]	CURB MILES (CM)[2]	$ 31.20	10,195.12	$ 318,087.75
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM)[3]	$ 45.00	100.88	$ 4,539.60
				TOTAL PROPOSED ANNUAL PRICE	$ 322,627.35

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.

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.

SCHEDULE OF PRICES

STREET SWEEPING SERVICES (2008-PA052) – RD 119/519

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

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ESTIMATED ANNUAL UNITS	ANNUAL PRICE (UNIT PRICE X ESTIMATED ANNUAL UNITS)
1.	Sweeping of curbed streets[1]	CURB MILES (CM)[2]	$ 31.20	11,108.76	$ 346,593.32
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM)[3]	$ 45.00	279.24	$ 12,565.80
				TOTAL PROPOSED ANNUAL PRICE	$ 359,159.12

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.

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.

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: CleanStreet		
Company Address: 1937 W. 169th St.	State: CA	Zip Code: 90247
City: Gardena		
Telephone Number: (800) 225-7316 x103		
(Type of Goods or Services): Street Sweeping		

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

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

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received 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: Jere Costello	Title: Chief Executive Officer
Signature:	Date: October 6, 2008

FORM PW-4

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Street Sweeping Services (2008-PA052)
SERVICE BY PROPOSER CleanStreet
PROPOSAL DATE: October 15, 2008

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

	2003	2004	2005	2006	2007	Total	Current Year to Date
1. Number of contracts.	47	50	55	64	66	282	70
2. Total dollar amount of Contracts (in thousands of dollars).	4,700	7,000	9,000	13,000	14,500	48,200	11,600
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	1	1	3	5	1	11	
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.	7	180	325	615	8	1,135	14

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.

Jere Costello
Name of Proposer or Authorized Agent (print)

Signature

November 3, 2008
Date

FORM PW-5

CONFLICT OF INTEREST CERTIFICATION

I, Jere Costello

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

of CleanStreet
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 the Los Angeles County 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 October 6, 2008

FORM PW-6

PROPOSER'S REFERENCE LIST

PROPOSED CONTRACT FOR: Street Sweeping Services (2008 PA052)

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

A. COUNTY OF LOS ANGELES AGENCIES

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

SERVICE: Street Sweeping	SERVICE DATES: 2008 - Current
DEPT/ DISTRICT: Road Maintenance	
CONTACT: Mr. Ray Martinez	
TELEPHONE: (626) 337-1277	
FAX: (626) 962-3982	
E-MAIL: rmartinez@ladpw.org	

SERVICE: Street Sweeping	SERVICE DATES: 2002 - Current
DEPT/DISTRICT: LA County Sanitation	
CONTACT: Mr. Robert Ray	
TELEPHONE: (323) 721-4003	
FAX: (323) 888-9560	
E-MAIL:	

SERVICE: Street Sweeping	SERVICE DATES: 2006 - Current
DEPT/ DISTRICT: County Sanitation Dist. - Calabasas	
CONTACT: Ms. Karen Streeter, Purchasing	
TELEPHONE: (562) 699-8665	
FAX: (562) 699-8665	
E-MAIL: kstreeter@lacsd.org	

SERVICE: Street Sweeping	SERVICE DATES: 2008 - Current
DEPT/DISTRICT: South Whittier	
CONTACT: Mr. Brian Le	
TELEPHONE: (562) 869-1176 x232	
FAX: (562) 862-3718	
E-MAIL: ble@dpw.lacounty.gov	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Street Sweeping	SERVICE DATES: 1998 - Current
AGENCY/ FIRM: City of Duarte	
ADDRESS: 1600 Huntington Drive, Duarte, CA 91010	
CONTACT: Mr. Troy Wittenbrock	
TELEPHONE: (626) 357-7931	
FAX: (626) 358-80018	
E-MAIL: troy67@earthlink.net	

SERVICE: Street Sweeping	SERVICE DATES: 1998 - Current
AGENCY/ FIRM: City of Dana Point	
ADDRESS: 33282 Golden Lantern, DAna Point, CA 92629	
CONTACT: Mr. Brad Fowler	
TELEPHONE: (949) 337-0512	
FAX: (949) 248-7372	
E-MAIL: bfowler@danapoint.org	

SERVICE: Street Sweepting	SERVICE DATES: 2001 - Current
AGENCY/ FIRM: City of Ontario	
ADDRESS: 1425 S. Bon View Ave., Ontario, CA 91761	
CONTACT: Mr. Dale Adcock	
TELEPHONE: (909) 395-2624	
FAX: (909) 395-2601	
E-MAIL: dradcock@ci.ontario.ca.us	

SERVICE: Street Sweeping	SERVICE DATES: 2006 - Current
AGENCY/ FIRM: City of Colton	
ADDRESS: 160 S. 10th St., Colton, CA 92324-3406	
CONTACT: Ms. Maritza Tapia	
TELEPHONE: (909) 370-5146	
FAX: (909) 370-6104	
E-MAIL: mtapia@ci.colton.ca.us	

FORM PW-7

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name CleanStreet
Address 1937 West 169th Street, Gardena, CA 90247
Internal Revenue Service Employer Identification Number 95-4147708

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 CleanStreet	
Authorized representative Jere Costello, Chief Executive Officer	
Signature	Date October, 2008

FORM PW-8

LIST OF SUBCONTRACTORS

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

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

Name Under Which Subcontractor Is Licensed	License Number	Address	Specific Description of Subcontract Service
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: CleanStreet

My County (WebVen) Vendor Number:

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

☒ As 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 request this proposal/bid be considered for the Local SBE Preference.

☐ Attached is a copy of Local SBE certification issued by the County.

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 Proprietorship	☐ 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	1	140	4
Asian or Pacific Islander						
American Indian						
Filipino						
White	1		3	1	4	3

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

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	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:
	CEO	October 6, 2008

FORM PW-10

GAIN and GROW EMPLOYMENT COMMITMENT

The undersigned:

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

OR

☒ declares a willingness to consider GAIN and 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 and 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 Chief Executive Officer
Firm Name CleanStreet	Date October 6, 2008

FORM PW-11

TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW

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

Proposer Name: **CleanStreet**	Date of Request:
Project Title: **Street Sweeping Services (2008-PA052)**	Project No.

N/A

A Solicitation Requirement 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

CleanStreet
Company Name

1937 W. 169th Street, Gardena, CA 90247
Address

95-4147708
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.	( )	( )

Signature

October 6, 2008
Date

Jere Costello, Chief Executive Officer
Name and Title (please type or print)

FORM PW-13

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME: CleanStreet		
COMPANY ADDRESS: 1937 W. 169th Street		
CITY: Gardena	STATE: CA	ZIP CODE: 90247

☐ I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

N/A

I hereby certify that I meet all the requirements for this program:

☐ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years *(attach IRS Determination Letter)*;

☐ I have submitted my three most recent annual tax returns with my application;

☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and

☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

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:	DATE:

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	*APPROVED*	*DISAPPROVED*	*DATE*

FORM PW-14

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: CleanStreet

☒ **Proposer has not had any contracts terminated in the past three years.**

Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date.

N/A

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SIGNATURE _____ **DATE:** _____

FORM PW-15

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: CleanStreet

☒ Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation were they would be a party; and have not had any judgments placed against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments placed against them within the last five years as of the date of proposal submission.

N/A

A. ☐ Pending Litigation ☐ Threaten Litigation ☐ Judgment (check one)

1. Against ☐ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: _____
3. Case Number: _____
4. Court of Jurisdiction: _____
5. Please provide a statement describing the size and scope of the pending/threaten litigation or judgment (use additional page if necessary):

_____

_____

_____

_____

_____

B. ☐ Pending Litigation ☐ Threaten Litigation ☐ Judgment (check one)

1. Against ☐ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: _____
3. Case Number: _____
4. Court of Jurisdiction: _____
5. Please provide a statement describing the size and scope of the pending/threaten litigation or judgment (use additional page if necessary):

_____

_____

_____

_____

_____

Signature of Proposer: _____ **Date:** _____

FORM PW-16.1

STATEMENT OF EQUIPMENT FORM – ROWLAND HEIGHTS

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

PROPOSER'S NAME CleanStreet

ADDRESS 1937 W. 169th Street, Gardena, CA 90247

TELEPHONE (800) 225-7316 x108

ALL PROPOSED EQUIPMENT THAT WILL BE USED ON THIS CONTRACT SHALL BE AQMD COMPLIANT.

List only the equipment that will be assigned to this contract, including any backup equipment.
One item per line; do not submit an equipment list in your own format.
Form may be reproduced in order to list all equipment.

TYPE OF EQUIPMENT	MAKE AND EQUIPMENT YOU ARE OFFERING	MODEL	YEAR	SERIAL NUMBER	COMPLIES WITH ALL AIR QUALITY MANAGEMENT DISTRICT REGULATIONS
Street Sweeper	Tymco	600	2008	1FVACXDT09	Yes
				HAG3044	
Street Sweeper	Tymco	600	2008	1FVACXDT79	Yes
				HAG3039	
Street Sweeper	Tymco	600	1988	1FDWF7076H	Yes
(Back-up)				VA53374	

REMARKS: Delivery on or about December 1, 2008.

FORM PW-16.2

STATEMENT OF EQUIPMENT FORM – RD 119/519

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

PROPOSER'S NAME CleanStreet

ADDRESS 1937 W. 169th Street, Gardena, CA 90247

TELEPHONE (800) 225-7316 x108

ALL PROPOSED EQUIPMENT THAT WILL BE USED ON THIS CONTRACT SHALL BE AQMD COMPLIANT.

List only the equipment that will be assigned to this contract, including any backup equipment.
One item per line; do not submit an equipment list in your own format.
Form may be reproduced in order to list all equipment.

TYPE OF EQUIPMENT	MAKE AND EQUIPMENT YOU ARE OFFERING	MODEL	YEAR	SERIAL NUMBER	COMPLIES WITH ALL AIR QUALITY MANAGEMENT DISTRICT REGULATIONS
Street Sweeper	Tymco	600	2008	1FVACXDT59H	Yes
				AH1589	
Street Sweeper	Tymco	600	2008	1FVACXDT79H	Yes
				AG3039	
Street Sweeper	Tymco	600	1988	1FDWF7076HV	Yes
(Back-Up)				A53374	

REMARKS: Delivery on or about December 1, 2008.

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 executive officer, but in no event less than 35 hours worked per week.

E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et. Seq. of this code, entitled Contracting with Private Business.

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 executive officer shall be responsible for the administration of this chapter. The chief executive officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief executive 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 executive officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief executive officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

E. 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 executive officer, or to the county auditor/controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ordinance No. 99-0048 ' 1 (part), 1999.)

2.201.70 Employee retention rights.

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

A. A "retention employee" is an employee of a predecessor employer:

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;

2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contact; and

3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C. A subsequent employer is not required to hire a retention employee who:

1. Has been convicted of a crime related to the job or his or her job performance; or

2. Fails to meet any other county requirement for employees of a contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ordinance No. 99-0048 ' 1 (part), 1999.)

2.201.80 Enforcement and Remedies.

For violation of any of the provisions of this chapter:

A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.

B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief executive officer:

1. Assess liquidated damages as provided in the contract; and/or

2. Recommend to the board of supervisors the termination of the contract; and/or

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.

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 exempt from the Program.

N/A

Company:		
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.

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):

N/A

_____

_____

_____

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

PRINT NAME:	TITLE:
SIGNATURE:	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

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

Contractor Living Wage Declaration

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

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

If you are not exempt from the Program, please check the option that best describes your intention to comply with 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: CleanStreet	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE:	DATE: October 6, 2008
PLEASE PRINT NAME: Jere Costello	TITLE OR POSITION: Chief Executive Officer

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

Jere Costello
Print Name and Title

CleanStreet
Print Name of Firm

October 6, 2008
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):

☐ 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.

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

N/A

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.

FORM LW-6

GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

N/A

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: CleanStreet

Name of Proposer's Health Plan: _____ Date: October 6, 2008

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

N/A	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
N/A			
Mental Health Out Patient	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-8.1

COST METHODOLOGY FOR CONTRACT: STREET SWEEPING SERVICES IN ROWLAND HEIGHTS (2008-PA052)

PROPOSER: CleanStreet

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				
Driver - Street Sweeper	0	8	8	8	8	8	0	40	2,080	17.00	$35,360.00
Driver - Street Sweeper	0	4	4	4	4	4	0	20	1,040	17.00	$17,680.00
Supervisor	0	2	2	2	2	2	0	10	520	20.00	$10,400.00
											$
											$
											$
											$
											$
											$
											$

Comments/Notes:		
	Total Annual Salaries	$63,440.00
	(1) Vacations, Sick Leave, Holiday	$9,516.00
	(2) Health Insurance **	$0.00
	(3) Payroll Taxes & Workers' Compensation	$19,032.00
	(4) Welfare and Pension	$0.00
	Total Annual Employee Benefits (1+2+3+4)	$28,548.00
	(5) Equipment Costs	$85,000.00
	(6) Service and Supply Costs	$66,827.19
	(7) General and Administrative Costs	$46,812.16
	(8) Profit	$32,000.00
	Total Annual Other Costs (5+6+7+8)	$230,639.35
	TOTAL ANNUAL PRICE	$322,627.35

* 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 d

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

Jere Costello
Name of Proposer

Signature

October 15, 2008
Date

FORM LW-8.2

COST METHODOLOGY FOR CONTRACT: STREET SWEEPING SERVICES IN ROAD DISTRICT 119/519 (2008-PA052)

PROPOSER: CleanStreet

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				
Driver - Street Sweeper	0	9	9	9	9	9	0	45	2,340	17.00	$41,990.00
Driver - Street Sweeper	0	4	4	4	4	4	0	20	1,040	17.00	$17,680.00
Supervisor	0	2	2	2	2	2	0	10	520	20.00	$10,400.00
											$
											$
											$
											$
											$
											$
											$

Comments/Notes:		
	Total Annual Salaries	$70,070.00
	(1) Vacations, Sick Leave, Holiday	$10,510.50
	(2) Health Insurance **	$0.00
	(3) Payroll Taxes & Workers' Compensation	$21,021.00
	(4) Welfare and Pension	$0.00
	Total Annual Employee Benefits (1+2+3+4)	$31,531.50
	(5) Equipment Costs	$85,000.00
	(6) Service and Supply Costs	$76,698.44
	(7) General and Administrative Costs	$59,859.18
	(8) Profit	$36,000.00
	Total Annual Other Costs (5+6+7+8)	$257,557.62
	TOTAL ANNUAL PRICE	$359,159.12

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

** Minimum cost for health insurance is $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.
The above information was complied from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the proposal.

Jere Costello
Name of Proposer

Signature

October 15, 2008
Date

FORM LW-9

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS

INSTRUCTIONS

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

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

ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.

IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
1. TRACKING HOURS WORKED 1.1. How does the Proposer track employee hours actually worked? 1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite? 1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?	**1.1 Employee hours are tracked via a computer database, via magnetic badge to swipe in and out via a computerized phone-in time system called TeleTrak. On premises, employees use a magnetic badge to swipe in and out, while out of the area, employees report start stops and job switiches via cell phone by calling in directly to the computerized database. On-site employees or those who must report to the main yard to retrieve their vehicle, start their shift as soon as they arrive on the premises. Out-of-area employee's shift starts when they retrieve their company vehicle from either a city yard or rented parking lot.** **1.2 On premises, employees use a magnetic badge to swipe in and out, while out of the area, employees report start, stops and job switches via cell phone by calling in directly to the computerized database. On-site employees or those who must report to the main yard to retrieve their vehicle, start their shift as soon as they arrive on premises. Out-of-area employees' shift starts when they retrieve their company vehicle from either a city yard or rented parking lot.** **1.3 We have a combination of on-site and out-of-area employees. Their shift starts wherever they have to retrieve their company vehicle; our main yard, a city yard or rented parking lot.**

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
2. REPORTING TIME How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?	**2. We can check the computer database for who is in or not in and our vehicles are equipped with GPS units which enable us to view when the operators start and stop.**
3. RECORDS OF ACTUAL TIME WORKED 3.1. What records are created to document the beginning and ending times of employee's actual work shifts? 3.2. What records are maintained by the Proposer of actual time worked? 3.3. Are the records maintained daily or at another interval (indicate the interval)? 3.4. Who creates these records (e.g., employee, supervisor, or office staff)? 3.5. Who checks the records, and what are they checking for? 3.6. What happens to these records? 3.7. Are they used as a source document to create Proposer's payroll? 3.8. ATTACH ACTUAL COPIES OF THESE RECORDS (Please blank out any personal information).	**3.1 Printouts of eimployees reported starts, stops and switches, along with job numbers and trip tickets and a computer backup.** **3.2 Printouts of employees reported starts, stops and switches, along with the job numbers and trip tickets and a computer backup.** **3.3 Preliminary records are kept on the computer on a daily basis, but records are kept for each two week payroll period.** **3.4 Payroll administrator edits and prints then archives these reports for each two week payroll period.** **3.5 Payroll Administrator Analyst checks all aspects of time reported and reconcile what was reported with Dispatch schedule and GPS Timestamping.** **3.6 Records with analysis/discrepencies are forwarded to Operations Manager and Human Resources Manager.** **3.7 They are used to verify hours reported and to list and discrepancies that require reconciliation.** **3.8 Please see attached.**

CleanStreet will not be using subcontractors of any kind.

Street Sweeping (2008-PA052)

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:		
Company Address:	State:	Zip Code:
City:		
Telephone Number:		
(Type of Goods or 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:
Signature:	Date:

FORM PW-4

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: _____
SERVICE BY PROPOSER _____
PROPOSAL DATE: _____

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

	2003	2004	2005	2006	2007	Total	Current Year to Date
1. Number of contracts.							
2. Total dollar amount of Contracts (in thousands of dollars).							
3. Number of fatalities.							
4. Number of lost workday cases.							
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.							
6. Number of lost workdays.							

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.

Name of Proposer or Authorized Agent (print) _____ Signature _____ Date _____

FORM PW-5

CONFLICT OF INTEREST CERTIFICATION

I, _____

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

of _____
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 the Los Angeles County 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 _____

CleanStreet will not be using subcontractors of any kind.

PROPOSER'S REFERENCE LIST

PROPOSED CONTRACT FOR: _____

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

A. COUNTY OF LOS ANGELES AGENCIES

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

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

FORM PW-7

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name
Address
Internal Revenue Service Employer Identification Number

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	
Authorized representative	
Signature	Date

CleanStreet will not be using subcontractors of any kind.

Street Sweeping (2008-PA052)

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:
My County (WebVen) Vendor Number:

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☐ As 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 request this proposal/bid be considered for the Local SBE Preference.
☐ Attached is a copy of Local SBE certification issued by the County.

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 Proprietorship	☐ 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						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

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

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

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:

GAIN and GROW EMPLOYMENT COMMITMENT

The undersigned:

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

OR

☐ declares a willingness to consider GAIN and 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 and 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
Firm Name	Date

FORM LW-1

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 executive officer, but in no event less than 35 hours worked per week.

E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et. Seq. of this code, entitled Contracting with Private Business.

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 executive officer shall be responsible for the administration of this chapter. The chief executive officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief executive 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

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 executive officer shall be responsible for the administration of this chapter. The chief executive officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief executive 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

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ordinance No. 99-0048 ' 1 (part), 1999.)

2.201.80 Enforcement and Remedies.

For violation of any of the provisions of this chapter:

A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.

B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief executive officer:

1. Assess liquidated damages as provided in the contract; and/or

2. Recommend to the board of supervisors the termination of the contract; and/or

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.

CleanStreet will not be using subcontractors of any kind. | Street Sweeping (2008-PA052)

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.

Company Name:			
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.

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:
SIGNATURE:	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.

CleanStreet will not be using subcontractors of any kind.

Street Sweeping (2008-PA052)

FORM LW-3

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

Contractor Living Wage Declaration

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

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

If you are not exempt from the Program, please check the option that best describes your intention to comply with 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:	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE:	DATE:
PLEASE PRINT NAME:	TITLE OR POSITION:

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 | Print Name and Title

_____ _____

Print Name of Firm | Date

CleanStreet will not be using subcontractors of any kind. | Street Sweeping (2008-PA052)

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.

FORM LW-9

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS

INSTRUCTIONS

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

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

ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.

IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.

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

CleanStreet will not be using subcontractors of any kind.

FORM LW-9

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
2. REPORTING TIME How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?	
3. RECORDS OF ACTUAL TIME WORKED 3.1. What records are created to document the beginning and ending times of employee's actual work shifts? 3.2. What records are maintained by the Proposer of actual time worked? 3.3. Are the records maintained daily or at another interval (indicate the interval)? 3.4. Who creates these records (e.g., employee, supervisor, or office staff)? 3.5. Who checks the records, and what are they checking for? 3.6. What happens to these records? 3.7. Are they used as a source document to create Proposer's payroll? 3.8. ATTACH ACTUAL COPIES OF THESE RECORDS (Please blank out any personal information).	

FORM LW-9

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY) 4.1. If records of actual time worked are not used to create payroll, what is the source document that is used? 4.2. Who prepares and who checks the source document? 4.3. Does the employee sign it? 4.4. Who approves the source document, and what do they compare it with prior to approving it?	
5. BREAKS 5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)? 5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred? 5.3. If so, who prepares, reviews, and approves such documentation?	

FORM LW-9

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
6. HOW PAYROLL IS PREPARED 6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid. 6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)? 6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made? 6.4. What information is provided on the check (e.g., deductions for taxes, etc.)? 6.5. **ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).**	

FORM LW-9

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
7. MANUAL PAYROLL SYSTEM 7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check. 7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?	
8. AUTOMATED PAYROLL SYSTEM 8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll. 8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid? 8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?	

FORM LW-9

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
9. TRAVEL TIME 9.1. How is travel time during an employee's shift paid? 9.2. At what rate is such travel time paid if the employee has multiple wage rates? 9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples: a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate. b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.	
10. OVERTIME 10.1. How does the Proposer calculate overtime wages? 10.2. What if the employee has multiple wage rates?	

DATED:_____ PROPOSER'S SIGNATURE:_____

LIVING WAGE ORDINANCE - APPLICATION FOR EXEMPTION

CleanStreet will be paying its employees working on this contract at least the living wage.

FUEL COST ADJUSTMENT

CleanStreet purchases its fuel at market price.

PROFESSIONAL AND TRADE ORGANIZATIONS

CleanStreet has been a member since 1983. Membership is an annual renewal. No appointments are held with this affiliation.

The Maintenance Superintendents Association is supported by a membership comprised of Mid Management Municipal, County, State and Special District employees who are responsible for, and dedicated to the cost effective maintenance of the Public infrastructure, and the commercial entrepreneurs who supply them with the equipment, materials and technical support to carry out this vital mission. The Association is also dedicated to the ongoing education of its members and the dissemination of available safety procedures.

CleanStreet has been a Better Business Bureau member since 2006. BBB is an unbiased organization that sets and upholds high standards for fair and honest business behavior. Businesses that earn BBB accredited business status contractually agree and adhere to the organization's high standards of ethical business behavior. BBB provides objective advice, free business Reliability Reports and charity Wise Giving Reports, and educational information on topics affecting marketplace trust. To further promote trust, BBB also offers complaint and dispute resolution support for consumers and businesses when there is difference in viewpoints. The first BBB was founded in 1912. Today, 128 BBBs serve communities across the U.S. and Canada, evaluating and monitoring more than 3 million local and national businesses and charities.

Water pollution degrades surface waters making them unsafe for drinking, fishing, swimming, and other activities. As authorized by the Clean Water Act, the National Pollutant Discharge Elimination System (NPDES) permit program controls water pollution by regulating point sources that discharge pollutants into waters of the United States. Point sources are discrete conveyances such as pipes or man-made ditches. Individual homes that are connected to a municipal system, use a septic system, or do not have a surface discharge do not need an NPDES permit; however, industrial, municipal, and other facilities must obtain permits if their discharges go directly to surface waters. In most cases, the NPDES permit program is administered by authorized states. Since its introduction in 1972, the NPDES permit program is responsible for significant improvements to our Nation's water quality.

PROFESSIONAL AND TRADE ORGANIZATIONS

• Airborne particulate matter (PM) consists of many different substances suspended in air in the form of particles (solids or liquid droplets) that vary widely in size.

• The particle mix in most U.S. cities is dominated by fine particles (less than 2.5 micrometers in diameter) generated by combustion sources, with smaller amounts of coarse dust (between 2.5 and 10 micrometers in diameter). The fine particles resulting from the collapse of the World Trade Center (WTC) are largely due to the smoke from combustion of fuels and other combustible materials. The coarse dust in the WTC area is largely due to the removal of building debris and rubble.

• Particles less than 10 micrometers in diameter that includes both fine and coarse dust particles. These particles pose the greatest health concern because they can pass through the nose and throat and get into the lungs.

• Particles larger than 10 micrometers in diameter that are suspended in the air are referred to as total suspended particulates (TSP). These larger particles can cause irritation to the eyes, nose and throat in some people, but they are not likely to cause more serious problems since they do not get down into the lungs.

CleanStreet has been a member since 2006. Membership is an annual renewal. No appointments are held with this affiliation.

NAPSA is a non-profit organization committed to promoting, educating and improving the street-and-parking-lot sweeping industry. Our mission is to be the best resource in this industry for information and advocacy, benefiting both NAPSA members and their customers.

north american Power Sweeping association

Dear Valued Customer,

The north American Power Sweeping association is proud to announce that **CleanStreet** 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, **CleanStreet** 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 **CleanStreet** 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 **CleanStreet** has pledged to uphold. You may also call our office for assistance and questions regarding Certification.

Sincerely,

Amy Allen
Administrative Director

naPSa CSC CERTIFIED SWEEPING COMPANY

naPSa
PO Box 2114
Kalamazoo, MI 49003
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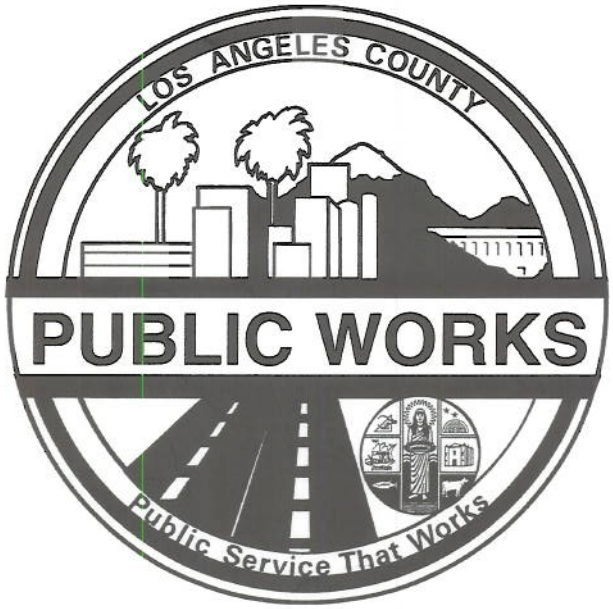
BOARD EXECUTE

Agreement



19892

BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

ARAKELIAN ENTERPRISES INC., d.b.a. ATHENS SERVICES

FOR

STREET SWEEPING SERVICES IN ROWLAND HEIGHTS

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AGREEMENT FOR

STREET SWEEPING SERVICES FOR ROWLAND HEIGHTS

THIS AGREEMENT, made and entered into this 2nd day of December, 2008, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and Arakelian Enterprises, Inc., d.b.a. Athens 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 October 20, 2008, hereby agrees to provide services as described in the attached specifications for Street Sweeping Services for Rowland Heights, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Project Location/Vicinity Maps; Exhibit F, Trash Pickup Schedules; Exhibit G, Sample Fuel Adjustment Calculation; Exhibit H, Bond for Faithful Performance; 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.

19892

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 $317,008 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 December 2, 2008, or Board approval whichever occurs last. At the sole 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.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with the Board of Supervisors' Policy No. 3.035, Small Business Liaison and

Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

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

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 CONTRACTOR may request an annual adjustment in the "Curb Mile" and "Paved Alley Mile" unit prices set forth in Form PW-2 (Schedule of Prices) based on a percentage change in disposal fee during the life of this Contract. Adjustments will be based on the increase or decrease in the disposal fee charged to the CONTRACTOR by the Solid Waste Facility designated/used by the CONTRACTOR. This percentage will be calculated base on the disposal fee charged after the commencement date of this Contract and the disposal fee charged on this Contract's renewal date(s). Only 10 percent of the "Curb Mile" and "Paved Alley Mile" unit prices may be adjusted for increases or decreases in the disposal fee. The CONTRACTOR must substantiate the change in cost for refuse disposal to the satisfaction of the Director. CONTRACTOR supplied documentation shall include disposal site receipts, driver route schedules, vehicle numbers, summary sheets of monthly disposal costs and fees charged per ton, detailed comparisons of current and previous disposal fee, and any additional documentation requested by the COUNTY to establish most current disposal fees. CONTRACTOR shall also provide an explanation for use or nonuse of any alternate disposal sites.

TWELFTH: The Director may adjust 5 percent of the "Curb Mile" and "Paved Alley Mile" unit prices 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 Diesel (On-Highway) and Gasoline - All Grades (Regular) for California, at http://tonto.eia.doe.gov/dnav/pet/pet_pri_prop_dcu_r50_m.htm for Liquid Propane Gas (LPG) using West Coast (PADD 5) " Commercial/Institutional," and at http://www.eere.energy.gov/afdc/price_report.html for Compressed Natural Gas (CNG) Clean Cities Alternative Fuel Price Report, Table 5, Compressed Natural Gas Average Prices by Region from Clean Cities Sources "West Coast," as appropriate to the vehicle used, beginning on the month of this Contract's start date and thereafter at each successive six month interval, which shall be the effective date for any such fuel adjustment. The percentage change in the fuel price shall be obtained using the fuel prices published on the month of the proposal submission date and the fuel price most recently published for the month of effective date of the adjustment. However, when the percentage increase or decrease in the fuel price is less than five percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, the hourly rate of compensation to establish the adjusted hourly rate of compensation. A sample calculation is included in Exhibit F. Public Works shall be permitted to audit the CONTRACTOR'S fuel usage, fuel costs, and fuel procurement methods for the vehicles used in providing the service and the CONTRACTOR shall provide records pertaining to its fuel costs upon the COUNTY'S request. CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR changes from purchasing fuel using Market Prices, to a long-term agreement for fuel purchases.

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

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

FIFTEENTH: A faithful performance bond with language indicated in Exhibit I is required in a sum not less than 50 percent of the annual contract amount as set forth in Form PW-2 (Schedule of Prices), payable to the COUNTY OF LOS ANGELES, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety's agent with a notarized copy of power of attorney). The admitted surety and its agent shall have sufficient bonding limitations to provide bonds in the amount required by this Contract. The bond shall be conditioned upon faithful performance of the terms and conditions of this Contract by CONTRACTOR in a manner that is satisfactory and acceptable to the COUNTY. If necessary, the bond shall be renewed in a timely manner to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon. Subject to COUNTY conditions and approval, a Certificate of Deposit or an irrevocable Letter of Credit payable to the COUNTY upon demand and in a sum not less than 50 percent of the annual contract amount as set forth in Form PW-2 (Schedule of Prices), may be acceptable. Failure to Maintain Coverage - Failure by the CONTRACTOR to maintain the required security shall constitute

a material breach of contract upon which the COUNTY may immediately terminate or suspend this Contract.

The CONTRACTOR shall pay all security premiums, costs and incidentals.

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

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

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors
DON KNABE

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 Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#41 DEC 02 2008

SACHI A. HAMAI
EXECUTIVE OFFICER

ARAKELIAN ENTERPRISES, INC., d.b.a.
ATHENS SERVICES

By _____
Its President

ERIC D. HERBERT
Type or Print Name

By _____
Its Secretary

Mike Arakelian
Type or Print Name

19892

P:\aspub\CONTRACT\BEN\STREET SWEEP\2008\Rowland Heights & 119-519\FINAL AGREEMENTS\AGREEMENT - RH.doc

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles }

On November 3 2008 (Date) before me, Debora Ann Rojas Notary Public, (Here Insert Name and Title of the Officer)

personally appeared Eric D. Herbert and Mike Arakelian (Name(s) of Signer(s))

who 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.

DEBORA ANN ROJAS
Commission # 1705780
Notary Public - California
Los Angeles County
MyComm. Expires Nov 18, 2010

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Debora Ann Rojas (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: Agreement for Street Sweeping Services in Rowland Heights

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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
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SCOPE OF WORK

STREET SWEEPING SERVICES IN ROWLAND HEIGHTS

A. Public Works Contract Manager

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

B. Work Location

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

C. Work Description

Contractor shall sweep and clean once a week as directed by the Contract Manager, all public streets, paved alleys, and curbed medians within the Project limits as shown in Exhibit E, Project Location/Vicinity Maps. The word "sweeping" shall define a method of operation that 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 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.

Water shall be used while sweeping to minimize dust, if a power broom sweeper is used. In the event that the results of a sweeping operation are considered unsatisfactory by the Contract Manager, in accordance with this Exhibit's paragraph D, Standard of Performance (below), Contractor shall sweep or clean

the unsatisfactory area again, at no cost to the County, within two calendar days without interruption of the regular sweeping schedule.

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

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

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

D. Standard of Performance

The primary objective of street sweeping is to remove all leaves, paper, dirt, rocks, glass, bottles, cans, and other debris to ensure 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 area(s) that is unsatisfactorily swept or 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 N, Inspection and Acceptance of the Work.

E. Disposal of Refuse and Debris

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

F. Storage Facilities

The County will not provide storage facilities for Contractor.

G. Water

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

H. Right 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's right 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.

I. Authority of Board and Contract Manager

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

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

J. Best Management Practices

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

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

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

NOs.	MATERIAL MANAGEMENT
CD10 (2)	Material Delivery and Storage
CD11 (2)	Material Use
CD12 (2)	Spill Prevention and Control
NOs.	**WASTE MANAGEMENT**
CD13 (2)	Solid Waste Management
CD14 (2)	Hazardous Waste Management
CD15 (2)	Contaminated Soil Management
CD16 (2)	Concrete Waste Management
NOs.	**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 the Contractor, if such failure occurs. However, such liquidated damages do not include losses resulting from the imposition of fines and penalties and other enforcement actions by administrative agencies. The County may assess 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.

K. 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 the 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). Trash pickup schedules are included as Exhibit F. However, Contractor shall make appropriate corrections to the schedules to ensure their accuracy.

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

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

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

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

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

L. Alternate Day Sweeping Schedule

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

An alternate day sweeping schedule requires the Contractor to sweep the two sides of a street on two separate and consecutive days. For example, a curbed street may have one side swept on Mondays and the other side swept on Tuesdays.

The Contractor shall follow the alternate schedule furnished by the Contract Manager, or if requested by the Contract Manager, shall within 30 days from the request, provide a finalized and working alternate day sweeping schedule to the Contract Manager. This sweeping schedule shall be subject to review and approval by the Contract Manager.

M. 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, 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 the Contractor as a result of such suspensions shall be borne by Contractor.

N. Inspection and Acceptance of the Work

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

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

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

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

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

O. 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's 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 X, Additional Sweeping.

P. 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 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.

Q. Contractor's Equipment Compliance with Laws and Regulations

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

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

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

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

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

5. Contractor shall provide sweeping equipment and disposal trucks, which shall be properly maintained both mechanically and in appearance. Contractor shall provide 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 purpose of identification.

6. The Contractor's 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.

R. 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, as selected by the Contract Manager.

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 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:

WebTech Wireless, Inc.
215-4299 Canada Way
Burnaby, BC
Canada
Telephone: (866) 287-0135
E-mail: www.webtechwireless.com

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

The Contractor is not limited to these two vendors to meet this Contract's GPS requirements. The Contractor may use the GPS services of another vendor that offers an equivalent level of service with approval by the Contract Manager. The Contractor is solely responsible for obtaining GPS services that meet all the requirements of this Contract.

S. 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 when scheduled sweeping was not performed or completed as scheduled.
6. Waste tonnage summary and copies of waste disposal receipts.

T. 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 X, 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.

U. 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 taking charge of the specific work to which the direction applies. Such directions 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 taking charge of specific work shall be able to speak, read, and write the English language.

V. 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.

W. Plans and Specifications

Included as part of this Contract are Plan sheets (Exhibit E) 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.

X. 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 directed by the Contract Manager. Contractor will be compensated for each additional sweeping at this 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 directed 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 T, Measurement. All sweeping shall be done with sufficient passes to achieve the results described in this Exhibit's paragraph D, Standard of Performance.

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

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

Y. Changes Resulting from Schedule Disruption

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.

Z. Inclement Weather

When in the opinion of the Contract Manager, inclement weather prevents proper sweeping and/or adherence to the regular sweeping schedule, the Contract Manager may request immediate stoppage of the day's sweeping. Contractor will be paid only for curb or alley miles swept prior to stoppage of work.

If inclement weather has prevented regular sweeping 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 (except posted streets and/or alleys). Any such required sweeping made necessary by inclement weather shall meet the requirements of this Exhibit's paragraph D, Standard of Performance, and shall be performed by Contractor at the Contract's Unit Price per Curb Mile and will not be considered additional sweeping as defined in this Exhibit's paragraph X, Additional Sweeping.

AA. Holidays

No scheduled sweeping shall be done on the following days unless requested by the Contract Manager: New Years Day; Martin Luther King, Jr. Day; Presidents' Day; Memorial Day; July 4th; Labor Day; Columbus Day; Veterans' Day; Thanksgiving; the day after Thanksgiving; and Christmas Day.

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

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

BB. Changes Resulting from Added or Deleted Streets

It is the intent of this Contract to provide for the weekly sweeping of all curbed streets (including curbed medians) and paved alleys within the unincorporated area shown on the Plans (Exhibit E). 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.

CC. 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.

DD. 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.

EE. 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.

FF. Special Safety Requirements

All Contractor's 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.

GG. 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.

HH. 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.

II. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.

2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:

   a. All of the time limits and acts required to be done by both parties are of the essence of the Contract;

   b. The parties are both experienced in the performance of the Contract work;

   c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;

   d. The parties are not under any compulsion to contract;

   e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;

   f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and

   g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.

3. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of $1,000 per occurrence that the Contractor fails to provide monthly reports, unless otherwise provided in this Contract.

4. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of $500 for each business day or where a route is swept with a primary or backup sweeper that is not equipped with GPS capable of reporting real time data, unless otherwise provided in this Contract.

5. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of $500 for each business day that the Contractor fails to provide the Contract Manager with access to the Internet based GPS and/or additional software that may be needed, as specified in this Exhibit's paragraph R.2, unless otherwise provided in this Contract.

6. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of $250 for every business day that Contractor fails to maintain an active account with their GPS provider such that the GPS data is not available on the provider's Internet site as specified in this Exhibit's paragraph R, unless otherwise provided in this Contract.

7. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of $1000 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. 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.

B. Definitions

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

Agreement. The written, signed accord covering the performance of the requested service.

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

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The contract includes the Agreement, Exhibit A - Scope of Work (Specifications), Exhibit B - Service Contract General Requirements, Exhibit C - Internal Revenue Service Notice 1015, Exhibit D - Safely Surrendered Baby Law Posters, and other appropriate exhibits and amendments. 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, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with County to perform or execute the work covered by this Contract.

Contract Work or Work. The entire contemplated work of maintenance and repair to be performed, and services rendered as prescribed in 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. Calendar day(s) unless otherwise specified.

Direct Employee. Worker employed by Contractor under Contractor's state and federal taxpayer identification.

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 authorized representative(s).

District. Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.

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

Fiscal Year. The 12 month period beginning July 1st and ending the following June 30th.

Maximum Contract Sum. The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

Proposal. The written materials that a Proposer submits in response to a solicitation document (Request for Proposals).

Proposer. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity submitting a 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, Invitation for Bids, Request for Statement of Qualifications, 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 by the contractor to employ a subcontractor at any tier; to employ or agree to employ a subcontractor, at any tier.

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

C. 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.

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

1. For any change which affects the scope of work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor.

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

3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time provided; however, that the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.

B. Assignment and Delegation

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

2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give

majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

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

C. Authorization Warranty

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

D. Budget Reduction

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

E. Complaints

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

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.

2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.

3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.

4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.

5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.

6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

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

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

G. Compliance with Civil Rights Laws

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

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.

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

I. Conflict of Interest

1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.

2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employee on Reemployment List

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent

County employees who are targeted for layoff or qualified, former County employees who are on a reemployment list during the life of this Contract.

K. Consideration of Hiring GAIN and GROW Participants

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

2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees shall be given first priority.

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

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

M. 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), County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both. (Los Angeles County Code Chapter 2.202)

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

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

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

O. County's Quality Assurance Plan

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

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor.

2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment

upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

2. Contractor shall indemnify, defend, and hold harmless, County, its Board, agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

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

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its Board, agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Governing Laws, Jurisdiction, and Venue

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

U. Nondiscrimination and Affirmative Action

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

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

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

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

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

6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.

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

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

V. Nonexclusivity

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

W. No Payment for Services Provided Following Expiration/Suspension/Termination of Contract

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

X. Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one business day,

give notice thereof, including all relevant information with respect thereto, to the other party.

Y. Notice of Disputes

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

Z. Notice to Employees Regarding the Federal Earned Income Credit

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

AA. Notices

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

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

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

BB. Publicity

Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by

law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Contract within the following conditions:

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

2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.

3. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

CC. Public Records Act

1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit's Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "trade secret," "confidential," or "proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

DD. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

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

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

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

3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

4. In addition to the above, Contractor agrees, should County or its authorized representatives determine, in County's sole discretion, that it is necessary or appropriate to review a broader scope of Contractor's records (including, certain records related to non-County contracts) to enable County to evaluate Contractor's compliance with County's Living Wage Program,

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

EE. Recycled-Content Paper Products

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

FF. Subcontracting

The requirements of this Contract may not be subcontracted by Contractor without the advance written approval of County. Any attempt by Contractor to subcontract without the prior written consent of County may be deemed a material breach of this Contract and the County may suspend or terminate for this Contract default.

1. If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:

   a. A description of the work to be performed by the subcontractor;

   b. A draft copy of the proposed subcontract; and

   c. Other pertinent information and/or certifications requested by County.

2. Contractor shall indemnify and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.

4. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this County right.

5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees.

6. Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.

7. Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, before any subcontractor employee may perform any work hereunder.

8. Employee Leasing is prohibited.

GG. Validity

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

HH. Waiver

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

II. Warranty Against Contingent Fees

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

2. For breach of this warranty, County shall have the right, in its sole discretion, to suspend or terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

SECTION 3

TERMINATIONS

A. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

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

B. Termination/Suspension for Convenience

1. This Contract may be suspended or terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be effected by notice of suspension or termination to Contractor specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.

2. After receipt of a notice of suspension or termination and except as otherwise directed by County, Contractor shall:

   a. Stop work under this Contract on the date and to the extent specified in such notice; and

   b. Complete performance of such part of the work as shall not have been suspended or terminated by such notice.

3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.

4. If this Contract is suspended or terminated, Contractor shall complete within the Director's suspension or termination date contain within the notice of suspension or termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly

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

C. Termination/Suspension for Default

1. County may, by written notice to Contractor, suspend or terminate the whole or any part of this Contract, if, in the judgment of the County:

   a. Contractor has materially breached this Contract; or

   b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or

   c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.

2. In the event County suspends or terminates this Contract in whole or in part pursuant to this paragraph, County may procure, upon such terms and in such manner, as County may deem appropriate, goods and services similar to those so suspended or terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not suspended or terminated under the provisions of this paragraph.

3. Except with respect to defaults of any subcontractor, Contractor shall not be liable for any excess costs of the type identified in subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor

were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

4. If, after County has given notice of termination under the provisions of this paragraph, it is determined that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to this Exhibit's Termination for Convenience.

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

6. As used herein, the terms "subcontractor" and "subcontractors" mean subcontractor at any tier.

D. Termination for Improper Consideration

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

2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861.

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

E. Termination/Suspension for Insolvency

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

   a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary

course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code;

c. The appointment of a bankruptcy Receiver or Trustee for Contractor; or

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

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

F. Termination for Nonadherence to County Lobbyists Ordinance

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

G. Termination/Suspension for Nonappropriation of Funds

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

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. 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.

B. Cooperation

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

C. Cooperation and Collateral Work

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

D. Equipment, Labor, Supervision, and Materials

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

E. Gratuitous Work

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

F. Jobsite Safety

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

G. 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 or providing services.

H. Labor Law Compliance

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. Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

I. Overtime

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

J. Permits/Licenses

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

K. Prohibition Against Use of Child Labor

1. Contractor shall:

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

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

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

   d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County

are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.

2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate suspension or termination of this Contract for default.

L. Public Convenience

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

M. Public Safety

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

N. Quality of Work

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

O. Quantities of Work

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

P. Safety Requirements

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

Q. Storage of Material and Equipment

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

R. Transportation

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

S. Work Area Controls

1. Contractor shall comply with all applicable laws and regulations. Contractor shall maintain work area in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Contract Manager's approval.

2. Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

1. This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

2. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

3. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

B. Indemnification

Contractor shall indemnify, defend, and hold harmless 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 Contractor's acts and/or omissions arising from and/or relating to this Contract.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless County, its Board, 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 Contractor, its subcontractors or County, attributable to any alleged act or omission of Contractor and/or its subcontractors

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

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County and during the term of this Contract, 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 County. Such coverage shall be provided and maintained at Contractor's own expense.

2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to 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 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 policies, adding County, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Contract; and

   e. Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to County, or require 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 County with an A. M. Best rating of not less than A:VII, unless otherwise approved by County.

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

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

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

   b. Any third-party claim or lawsuit filed against Contractor arising from or related to services performed by 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" to the Contract Manager.

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

E. Compensation for County Costs

In the event that 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 County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors

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. 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, and for which Contractor is responsible. If 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 Contractor is responsible.

   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

As a condition precedent to its performance pursuant to this Contract, 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 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

B. Chapter 2.202 of County Code

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

C. Nonresponsible Contractor

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

D. Contractor Hearing Board

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

2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation

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

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

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

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

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

E. Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

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

B. Written Employee Jury Service Policy

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

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

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

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

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

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

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

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

B. Notice to Employees Regarding the Safely Surrendered Baby Law

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

SECTION 9

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. Living Wage Program

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

B. Payment of Living Wage Rates

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

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

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

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

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

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

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

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

C. Contractor's Submittal of Certified Monitoring Reports

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

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

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

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

E. County Auditing of Contractor Records

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

F. Notifications to Employees

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

G. Enforcement and Remedies

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

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

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

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

   c. Termination/Suspension: 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, suspend or terminate this Contract.

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

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

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

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

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

H. Use of Full-Time Employees

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

I. Contractor Retaliation Prohibited

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

J. Contractor Standards

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

K. Neutrality in Labor Relations

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

SECTION 10

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

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

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

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 Transitional Job Opportunities vendor.

If Contractor has obtained County certification as a Transitional Job Opportunities vendor 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 the amount of not more than ten percent of the amount of this 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).

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

SECTION 11

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

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

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

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

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

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of this Contract; 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 Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and County's Office of Affirmative Action Compliance of this information.

EXHIBIT C

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2007)

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 2007 are less than $39,783 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, 2008.

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 from the IRS website at *www.irs.gov* or by calling 1-800-829-3676.

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 2007 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 2007 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 2007 and owes no tax but is eligible for a credit of $825, he or she must file a 2007 tax return to get the $825 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2008 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.

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.

Sin pena.
Sin culpa.
Sin peligro.

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

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

Estado de California
Gray Davis, Gobernador

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

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

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

Esta Iniciativa tambien esta apollada 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

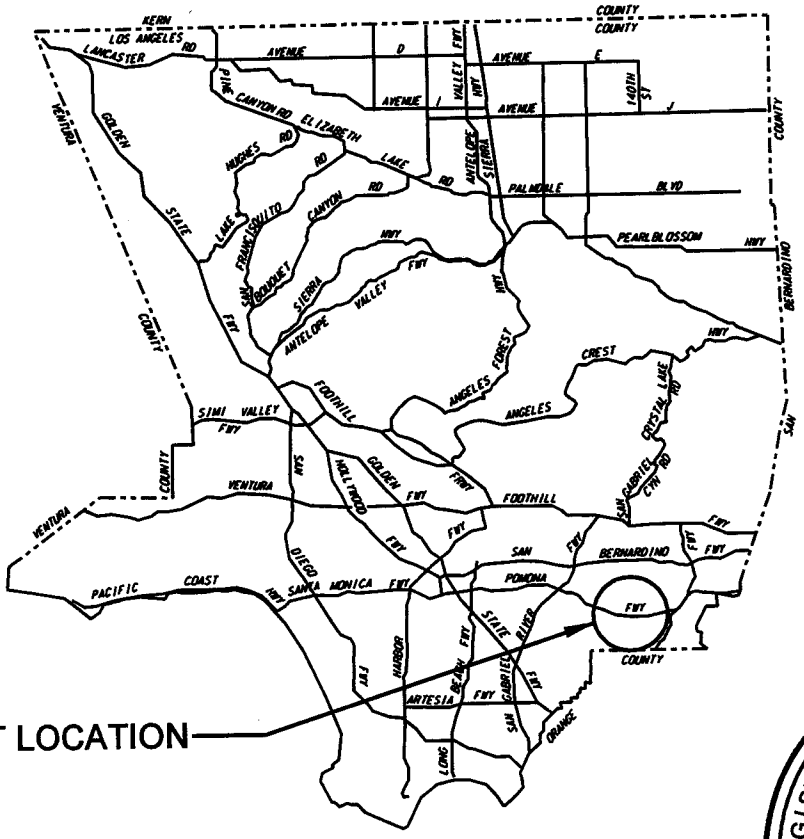
PROJECT LOCATIONS/VICINITY MAPS

LOS ANGELES COUNTY
DEPARTMENT OF PUBLIC WORKS

PROJECT ID NO. RMD1406003
PRIME CONTRACTOR LICENSE REQUIRED: NONE REQUIRED

ROWLAND HEIGHTS
STREET SWEEPING

TOTAL LENGTH = 198.0 MILES



PROJECT LOCATION

VICINITY MAP
No Scale

REGISTERED PROFESSIONAL ENGINEER
DAVID E. OBOZA
C 70709
EXP. 06/30/09
CIVIL
STATE OF CALIFORNIA

INDEX OF SHEETS

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

APPROVED Dean D. Efstathiou ACTING DIRECTOR OF PUBLIC WORKS

DEPUTY DIRECTOR DATE

SUBMITTED

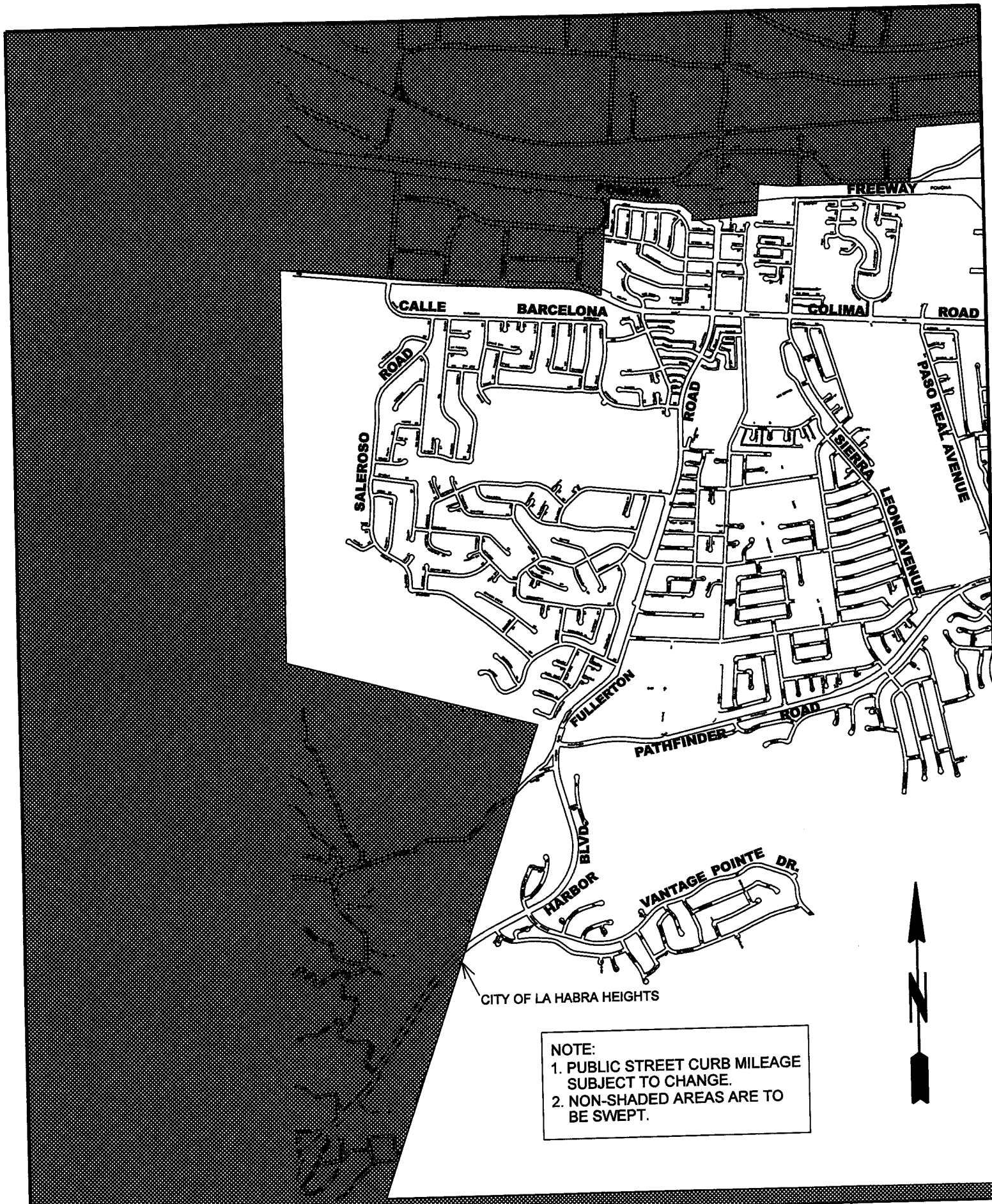
ASST. DEPUTY DIRECTOR-RD.MAINT.DIV. DATE

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

REVIEWED

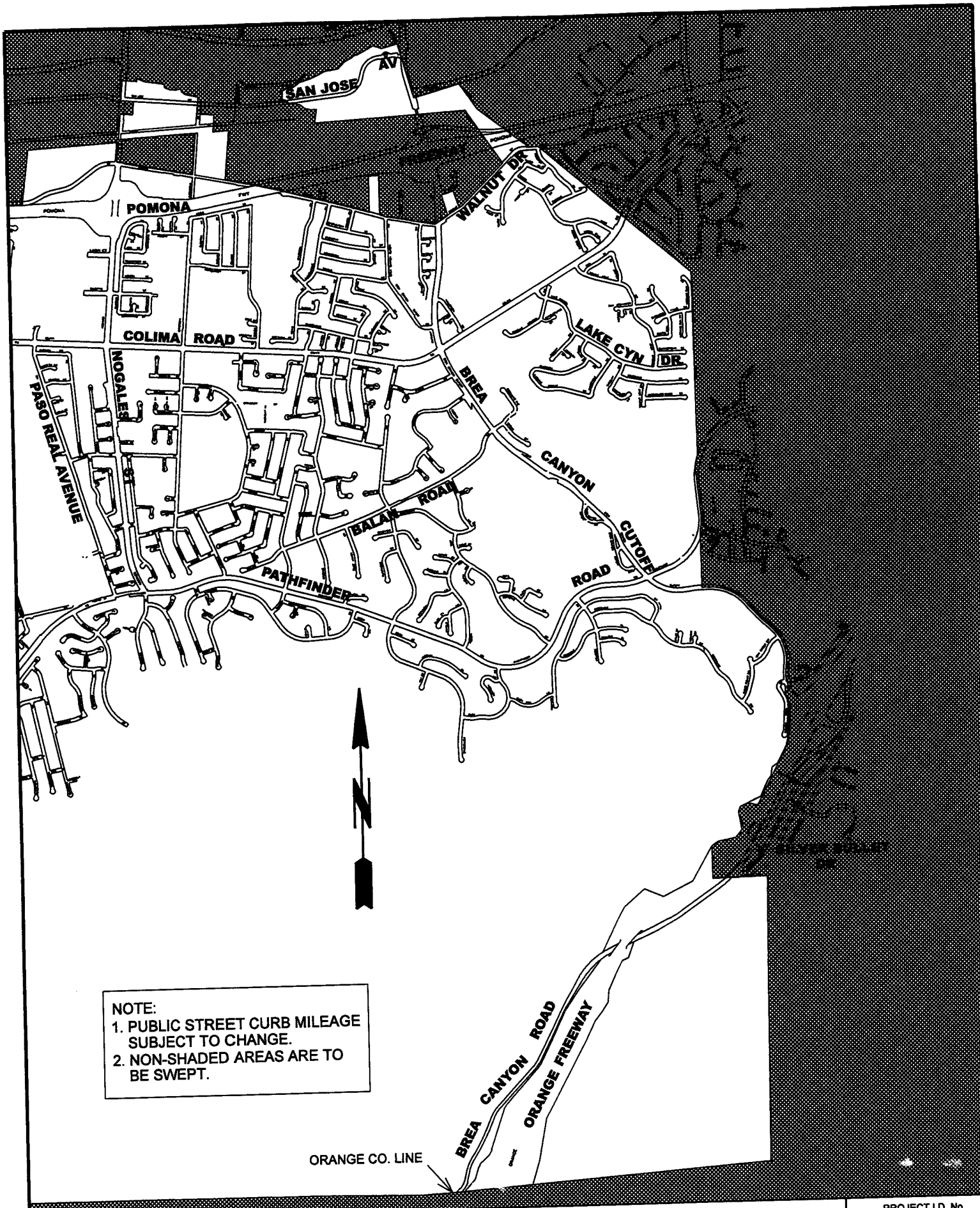
DISTRICT ENGINEER-RD.MAINT.DIST. 1 DATE

PROJECT ENGINEER	C.E. NO.	DESIGNER	CHECKER	SHEET 1 OF 5 SHTS.
D. OBOZA	C 70709	C. HUDSON	D. OBOZA	DWG. NO.



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

PROJECT NAME	ROWLAND HEIGHTS STREET SWEEPING				PROJECT I.D. No. RMD1406003	
PROJECT ENGINEER	D. OBOZA	C.E. NO. C 70709	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. 678, 708	FILENAME	SCALE NONE / SHEET 2 OF 5



PROJECT NAME	ROWLAND HEIGHTS STREET SWEEPING					PROJECT I.D. No. RMD1406003	
PROJECT ENGINEER	D. OBOZA	C.E. NO. C 70709	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. 679, 709	FILENAME	SCALE NONE	SHEET 3 OF 5

ALLEYS
(TO BE SWEPT EVERY WEEK)

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

PROJECT NAME	ROWLAND HEIGHTS STREET SWEEPING				PROJECT I.D. No. RMD1406003	
PROJECT ENGINEER	D. OBOZA	C.E. NO. C 70709	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. NONE	FILENAME	SCALE NONE / SHEET 4 OF 5

CURBED MEDIANS
(TO BE SWEPT EVERY WEEK)

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

SUMMARY OF CURB MILES

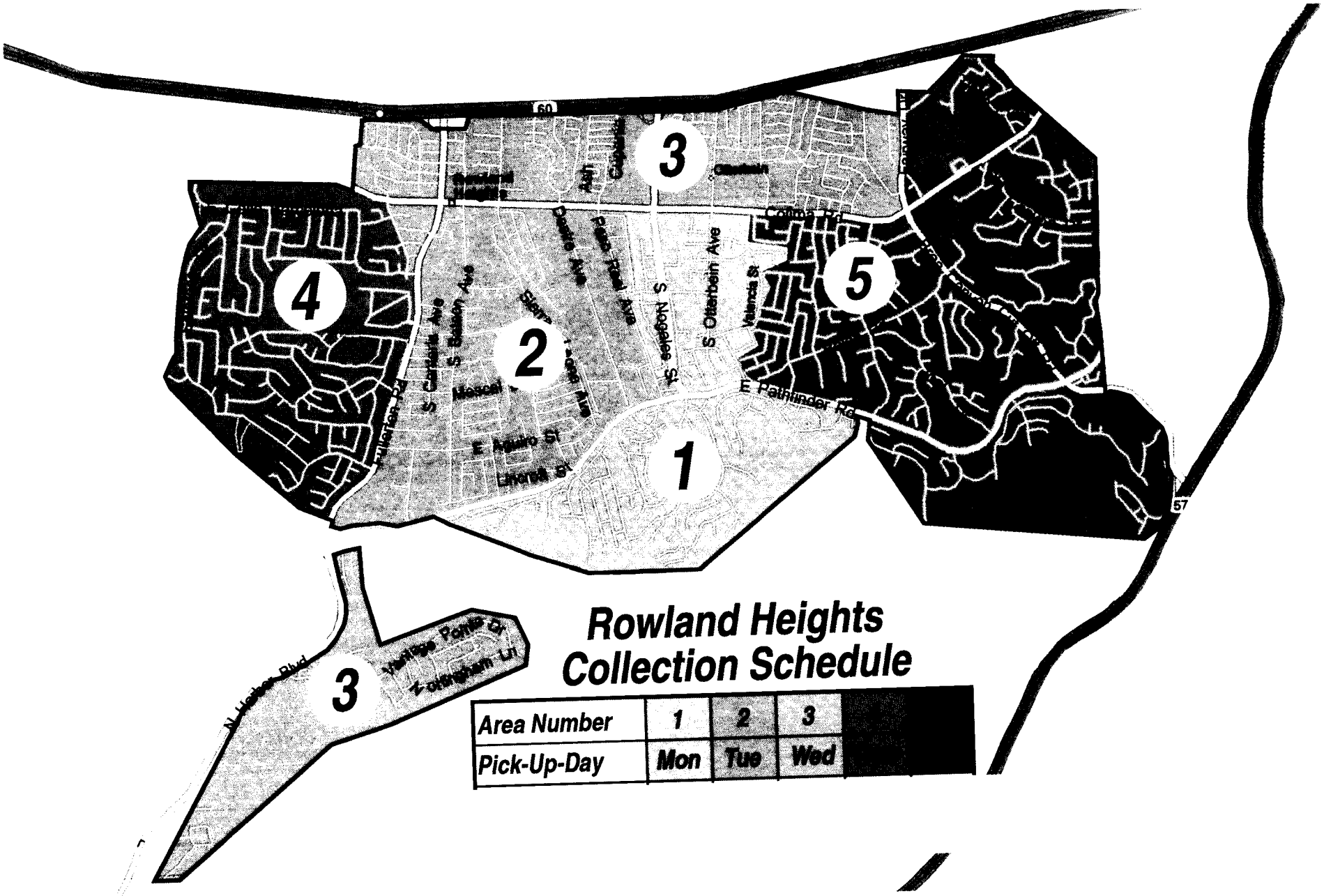
TYPE	CURB MILES
Streets and Highways	189.58
Raised Curbed Medians	6.48
Paved Alleys	1.94
TOTAL CURB MILES:	**198.00**

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

PROJECT NAME	ROWLAND HEIGHTS STREET SWEEPING				PROJECT I.D. No. RMD1406003	
PROJECT ENGINEER	D. OBOZA	C.E. NO. C 70709	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. NONE	FILENAME	SCALE NONE / SHEET 5 OF 5

EXHIBIT F

TRASH PICKUP SCHEDULES



Rowland Heights Collection Schedule

Area Number	1	2	3		
Pick-Up-Day	Mon	Tue	Wed		

Sample Fuel Adjustment Calculation: Fuel Purchased at Market Prices

Following sample data is required to calculate fuel adjustment:
Unit Rate from PW-2, Schedule of Prices: $15.00
Percentage of Unit Rate Attributable to Fuel Costs: 12% (from Agreement)
Proposal due date: November 2007
Contract start date: July 2008

Fuel Adjustment (FA) Component for Diesel price:

Diesel (On-Highway) - November 2007[1] 173.7 cents per Gallon
Diesel (On-Highway) – June 2008[2] 218.7 cents per Gallon
Percent Change = [(June 2008 Price/Gallon – November 2007 Price/Gallon) / (November 2007 Price/Gallon] x (100)
[(218.7 - 173.7) / 173.7] x (100) = 25.9%
Percent Change in Diesel price: 25.9% increase

Adjusted Unit Rate (FA Component):
= (12% of Unit rate x Percent Change in Diesel Price)
= (12% x $15.00 x 25.9%)
= $0.47 Fuel Adjustment (increase)

Adjusted Unit Rate for July 2008: $15.00 + $0.47 = $15.47

Fuel Adjustment (FA) Component for Propane price:

Propane (Commercial/Institutional) - November 2007[1] 173.7 cents per Gallon
Propane (Commercial/Institutional) – April 2008[2] 218.7 cents per Gallon
Percent Change = [(April 2008 Price/Gallon – November 2007 Price/Gallon) / (November 2007 Price/Gallon] x (100)
[(218.7 - 173.7) / 173.7] x (100) = 25.9%
Percent Change in Propane price: 25.9% increase

Adjusted Unit Rate (FA Component):
= (12% of Unit rate x Percent Change in Propane Price)
= (12% x $15.00 x 25.9%)
= $0.47 Fuel Adjustment (increase)

Adjusted Unit Rate for July 2008: $15.00 + $0.47 = $15.47

Fuel Adjustment (FA) Component for CNG price:

Propane (West Coast) - November 2007[1] 173.7 cents per Gallon
Propane (West Coast) – April 2008[2] 218.7 cents per Gallon
Percent Change = [(April 2008 Price/Gallon – November 2007 Price/Gallon) / (November 2007 Price/Gallon] x (100)
[(218.7 - 173.7) / 173.7] x (100) = 25.9%
Percent Change in CNG price: 25.9% increase

Adjusted Unit Rate (FA Component):
= (12% of Unit rate x Percent Change in CNG Price)
= (12% x $15.00 x 25.9%)
= $0.47 Fuel Adjustment (increase)

Adjusted Unit Rate for July 2008: $15.00 + $0.47 = $15.47

Sample Fuel Adjustment Calculation: Fuel Purchased Under Long-Term Fuel Supply Agreement

Following sample data is required to calculate fuel adjustment:
Unit Rate from PW-2, Schedule of Prices: $15.00
Percentage of Unit Rate Attributable to Fuel Costs: 12% (from Agreement)
Proposal due date: November 2007 (Long-Term Fuel Price: $3.00 per gallon)
Contract start date: March 2008
Renegotiation of Fuel Price: May 2008 (renegotiated price is $3.25 per gallon)

Fuel Adjustment Component for Contract Price:

November 2007	$3.00 cents per gallon
Renegotiated Price in May 2008	$3.25 cents per gallon
[(May 2008 Price/Gallon – November 2007 Price/Gallon) / (November 2007 Price/Gallon)] x (100) = Percent Change	
[($3.25 - $3.00) / $3.00] x (100) = 8.3%	
Percent change in Diesel (long-term price)	8.3% increase

Adjusted Unit Rate (Fuel Adjustment Component):
= (12% of unit rate) x (Percent change in price)
= [(12%) x ($15.00)] x (8.3%)
= $0.15 Fuel Adjustment (increase)

Adjusted Unit Rate beginning May 2008
$15.00 + $0.15 = $15.15

---

1. The month of the proposal due date.
2. Most recently published fuel price for the month of the contract start date.

EXHIBIT H

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
(Contractor/Principal)

as principal, and _____
(Surety)

as surety, are held and firmly bound unto the LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS AND COUNTY OF LOS ANGELES, State of California (hereinafter County), in the sum of :

_____ Dollars ($ _____)

lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas said principal has been awarded and is about to enter into a written contract with the County for the Street Sweeping in Rowland Heights and is required by said County to give this bond in connection with the execution of said contract:

NOW, THEREFORE, if said principal shall well and truly do and perform all of the covenants and obligations of said contract on its part to be done and performed at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect. No premature payment by said County to said principal shall exonerate any surety unless the Board of Supervisors of said County shall have actual notice that such payment is premature at the time and it is ordered by said Board, and then only to the extent that such payment shall result in loss to such surety, but in no event more than the amount of such premature payment.

It is agreed that any alterations in the work to be done or increase or decrease of the material to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either the principal or surety hereunder, nor shall any extensions of the time granted under the provisions of said contract release either the principal or surety, and notice of such alterations or extensions of the contract is hereby waived by the surety, provided, however, that if any alterations are made which will alter the general character of the work, or which will increase the total amount to be paid to the contractor by more than twenty-five percent (25%), then written consent of the surety shall be first obtained.

WITNESS our hands this _____ day of _____ , 200 ____ .

By _____
(Contractor/Principal)

By _____
Its

By _____
Its

By _____
Its

By _____
(Surety)

By _____
Its Attorney-in-fact

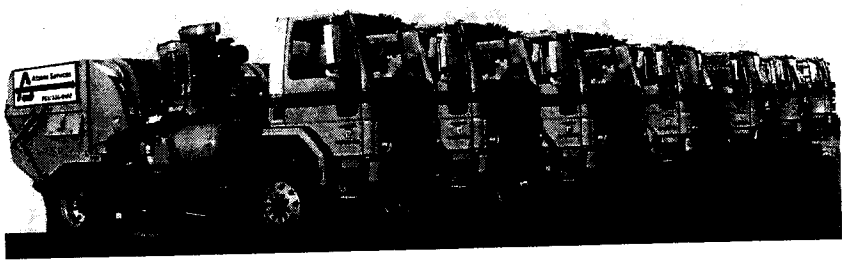
By _____
Its Attorney-in-fact

By _____
Its

Section One

Athens Services

Waste Collection • Recycling • Transfer • Disposal • Street Sweeping



For
County of Los Angeles, California
Request for Proposals for Street Sweeping Services (2008-PA040)

County of Los Angeles
Department of Public Works

Submitted By:

ATHENS SERVICES

● COLLECTION ● RECYCLING ● TRANSFER ● DISPOSAL ● SWEEPING ●

14048 VALLEY BOULEVARD CITY OF INDUSTRY, CA 91746

PHONE - (626) 336-3636 FAX - (626) 330-0456

Contact Person: Eric Herbert

Date: October 20, 2008

Athens Services
Waste Collection · Recycling · Transfer · Disposal · Street Sweeping

County of Los Angeles
Department of Public Works

Section Two

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Athens Services

Waste Collection·Recycling·Transfer·Disposal·Street Sweeping

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

October 15, 2008

Benjamin Sandoval
County of Los Angeles
Department of Public Works
900 S. Fremont Avenue
Alhambra, CA 91803-1331

Re: Response to Los Angeles County Request for Street Sweeping Services in Rowland Heights and Road District 119/519

Dear Mr. Sandoval:

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

Athens Services is a fourth generation, family owned, and locally operated solid waste collection, processing and street sweeping company operating in the greater Los Angeles region. Our current collection operations and facilities are ideally suited to provide the County of Los Angeles with the best and most cost effective service. Our proposal fully addresses all requirements of the request and provides an excellent rate package for consideration.

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

Thank you.

Sincerely,

Eric D. Herbert
President
(626) 336-3636

Section Four

Support Documents for Corporations and LLC's

Please see the page that follows for the document required by the RFP.

State of California
Secretary of State

CERTIFICATE OF STATUS
DOMESTIC CORPORATION

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That on the **28TH day of FEBRUARY, 1991, ARAKELIAN ENTERPRISES, INC.** became incorporated under the laws of the State of California by filing its Articles of Incorporation in this office; and

That said corporation's corporate powers, rights and privileges are not suspended on the records of this office; and

That according to the records of this office, the said corporation is authorized to exercise all its corporate powers, rights and privileges and is in good legal standing in the State of California; and

That no information is available in this office on the financial condition, business activity or practices of this corporation.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of November 29, 2007.

Debra Bowen

DEBRA BOWEN
Secretary of State

TB

[redacted]

State of California
Secretary of State

STATEMENT OF INFORMATION
(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): $25.00. If amendment, see instructions.

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

This Space For Filing Use Only

S

1. CORPORATE NAME (Please do not alter if name is preprinted.)

C1494158
ARAKELIAN ENTERPRISES, INC.
14048 VALLEY BLVD.
CITY OF INDUSTRY CA 91746

DUE DATE:

COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 2 and 3 cannot be P.O. Boxes.)

	CITY	STATE	ZIP CODE
2. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE 14048 VALLEY BLVD	CITY OF INDUSTRY	CA	91746
3. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY 14048 VALLEY BLVD	CITY OF INDUSTRY	CA	91746
4. MAILING ADDRESS OF THE CORPORATION, IF DIFFERENT THAN ITEM 2 P.O. BOX 60009	CITY OF INDUSTRY	CA	917160009

NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS (The corporation must have these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

	ADDRESS	CITY	STATE	ZIP CODE
5. CHIEF EXECUTIVE OFFICER/ SEE ATTACHED SHEET				
6. SECRETARY/	ADDRESS	CITY	STATE	ZIP CODE
7. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE

NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS (The corporation must have at least one director. Attach additional pages, if necessary.)

	ADDRESS	CITY	STATE	ZIP CODE
8. NAME RON ARAKELIAN, JR.	P.O. BOX 60009	CITY OF INDUSTRY	CA	91716-0009
9. NAME MICHAEL ARAKELIAN	ADDRESS P.O. BOX 60009	CITY CITY OF INDUSTRY	STATE CA	ZIP CODE 91716-0009
10. NAME	ADDRESS	CITY	STATE	ZIP CODE

11. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 13 must be completed with a California street address (a P.O. Box address is not acceptable). If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 13 must be left blank.)

12. NAME OF AGENT FOR SERVICE OF PROCESS
KEVIN P. HANIFIN

	CITY	STATE	ZIP CODE
13. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL 14048 VALLEY BLVD.	CITY OF INDUSTRY	CA	91746

TYPE OF BUSINESS

14. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
WASTE COLLECTION, RECYCLING, TRANSFER & DISPOSAL

15. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

1/25/08	KEVIN P. HANIFIN	CFO	[signature]
DATE	TYPE/PRINT NAME OF PERSON COMPLETING FORM	TITLE	SIGNATURE

APPROVED BY SECRETARY OF STATE

SI-200 C (REV 01/2008)

Section Five

Experience

Background

Arakelian Enterprises, Inc., dba Athens Services has been providing solid waste collection services in Los Angeles County for 50 years. Over those last five decades, Athens has grown to the largest independent waste company in Los Angeles County. Athens is a fourth generation, family owned business. Three generations are actively involved in all aspects of the company's business. This provides great continuity and commitment that sets Athens apart from its competitors.

Athens Services has been providing street sweeping services since 1987, sixteen years longer than the 5 year minimum experience required by the County. Athens clearly understands how to deliver high quality street sweeping service. We have audited every mile of the County streets prior to preparing this proposal to make sure that we are prepared to delivery for the County of Los Angeles.

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

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

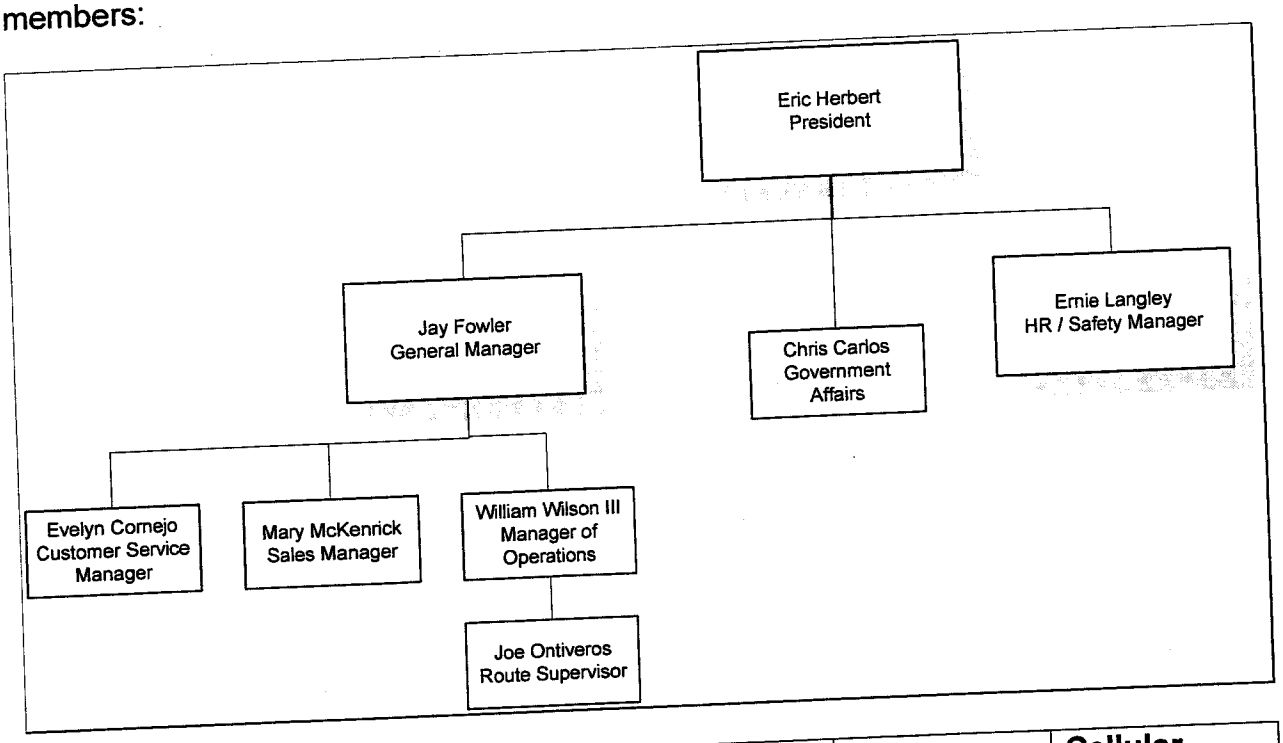
Our fleet is fully compliant with SCAQMD Rule 1186. We maintain adequate spare equipment inventory so that rare equipment failures are quickly addressed by dispatching spare equipment to the scene where necessary. We maintain a pool of spare drivers which assures that we will always have the necessary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

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

Organization

The person responsible for the administration of this contract will be Eric Herbert, President of Athens Services. His resume, as well as those of other key members of the Athens Services team follows at the end of this section.

Described below is contact information for Eric and the other key members of our team, many of which are well-known to various Los Angeles County Public Works staff members:



Name/Position	Office Phone	Cellular Phone
Eric Herbert *President* ***Industry Experience – 20 years***	(626) 855-7219	(626) 705-6730
Chris Carlos *Director of Government Affairs* ***Industry Experience – 12 years***	(626) 934-4602	(626) 705-4352
Jay Fowler *General Manager* ***Transportation Experience – 20 years***	(626) 934-4696	(626) 705-6383
William Wilson III Manager of Operations ***Transportation Experience – 17 years***	(626) 934-4619	(626) 255-6111
Mary McKenrick *Sales Manager* ***Industry Experience – 15 years***	(626) 934-4624	(626) 705-6712
Ernie Langley *HR Manager / Safety* ***Industry Experience – 18 years***	(626) 855-7274	(626) 705-4252
Joe Ontiveros *LA County Route Supervisor* ***Industry Experience – 18 years***	(626) 934-4642	(626) 705-6315
Evelyn Cornejo *Customer Service Manager* ***Industry Experience –15 years***	(626) 934-4606	(626) 926-5014

RESUME OF ERIC HERBERT
PRESIDENT

CURRENT RESPONSIBILITIES

Responsible for all of the company's operations including collection, transfer, recycling, street sweeping, and disposal services. Directs the day to day operations, customer service, sales, and equipment maintenance areas. As the President, oversees the company business strategies and development of new business opportunities along with compliance of all existing contracts and ventures. Also, monitors industry trends and future challenges for incorporation in to the company's operation.

EXPERIENCE

Extensive senior management experience and leadership in the solid waste industry since 1993. Responsible for numerous hauling operations, transfer stations, materials recovery facilities and landfills.

Comprehensive experience in the development of new business from proposal to contract negotiations through the integration into existing company operations. Developed numerous regional facilities from site acquisition through permitting, design, construction, and operation. A significant portion of this experience is in the management of the operations of Burrtec Waste Industries as the Vice President and Chief Operating Officer. Previous to 1993, Mr. Herbert held management positions in the engineering and construction industry.

INDUSTRY ACTIVITIES

- Member and past officer, California Refuse Removal Council
- Member of Solid Waste Association of North America and Southern California Waste Forum
- Presenter and Lecturer at various conferences on industry topics.
- Consulting Associate Professor and guest lecturer at Stanford University.

EDUCATION

B.S. in Civil Engineering, University of the Pacific
M.S., Stanford University

ACCREDITATIONS

Registered Civil Engineer in State of California
General Engineering Contractor

RESUME OF CHRIS CARLOS
DIRECTOR OF GOVERNMENTAL AFFAIRS

CURRENT RESPONSIBILITIES

Responsible for developing new and enhancing existing relationships with all company stakeholders including local, state, and federal elected officials, chambers of commerce, and various business and community leaders. Chris assists the Executive Vice President with contract negotiations and acts as company liaison to customers and stakeholders. Chris assists in the development of effective recycling programs to achieve AB 939 compliance. He participates in acquisitions, business strategies, lobbying, legislation, special projects, and media/customer outreach and education programs. Chris also monitors compliance with all municipal contract terms and regulated or legislated mandates.

EXPERIENCE

Extensive executive management background in governmental affairs in various leadership roles in the California Legislature.

Athens Services - 2006-Current

* Director of Governmental Affairs. Responsible for developing new and enhancing existing relationships with all company stakeholders including local, state, and federal elected officials, chambers of commerce, and various business and community leaders.

California State Assembly 1996-2006 - various key positions in executive management including:

* District Director Assembly Member Martin Gallegos-Managed all district staff and operations.
* District Director Assembly Member Ed Chavez- Managed all district staff and operations.
* Chief of Staff Assembly Member Ron Calderon- Managed all district and capitol staff and operations
* Campaign Manager- Managed all staff and operations for various state and local political campaigns.

INDUSTRY ACTIVITIES

* Frequent presenter at service clubs throughout the San Gabriel Valley
* Board Member on several Chambers of Commerce representing the company/industry.
* Guest lecturer at various events sponsored by a host of community-based organizations.
* Various public awareness presentations on behalf of contract cities.

EDUCATION

B.S. in Business Administration-Azusa Pacific University

Master of Arts in Organizational Management- Azusa Pacific University

Educational Doctorate in Organizational Leadership- Pepperdine University (in Progress)

RESUME OF JAY FOWLER
GENERAL MANAGER

CURRENT RESPONSIBILITIES

As a General Manager, Jay is responsible for successful management of the Salt Lake Ave division, including; 130 collection and support routes, 8 street sweeper routes, franchise sales group, truck maintenance and repair shop, and our customer service group. Jay manages this operation through 4 managers, and 10 supervisors. He also directs the routing and auditing functions of the operation, and the sales effort in 12 franchise cities, including the Los Angeles County trash and recycling franchise in South San Gabriel.

He oversees the training programs of supervisors and operational employees and directs all community educational initiatives, and follow-up on any City/County municipal requests for services.

EXPERIENCE

Employed as a General Manager at Athens since April – 2006. Jay has 20 years of transportation management experience. He has extensive experience in the management of large organizations; budgeting, risk management, logistics, procurement, system/process design, team building, sales and customer service.

INDUSTRY ACTIVITIES

- Member of Council of Logistics Management
- Member of NASSTRAC (National Strategic Shippers Transportation Council)
- Attendee of MIT Sloan School of Management – Supply Chain Strategy and Management.

RESUME OF WILLIAM WILSON III
MANAGER OF OPERATIONS

Experience Highlights

- Seasoned transportation industry leader with over 17 years experience.
- Excellent leadership, organizational, and project management skills.

Professional Experience

Manager of Operations - Athens Services, Salt Lake Division: February 2008 – Present

- Day to day operational responsibility for Salt Lake hauling division comprised of a fleet of over 130 vehicles and 160 employees.
- Other responsibilities include safety, customer service, and facility management.

General Manager - Allied Waste, Gardena Division: June 2006 – February 2008

- Full accountability for of Gardena hauling division, comprised of a fleet of over 100 vehicles and 110 employees.
- Responsible for two transfer stations with ten employees and transfer of 50,000 tons of waste per month.
- Other responsibilities include profit and loss, safety, customer service, sales, and facility management.

Pre-2006 Experience

General Manager, Brinks Incorporated, Los Angeles Armored Division: Dec 2005 – June 2006
Brinks Incorporated, Upstate New York Armored Division: April 2003 – Dec 2005
General Manager, Brinks Incorporated, San Bernardino Armored Division: October 2000 – April 2003
General Manager, Brinks Incorporated, San Diego Armored Division: February 1999 – October 2000
Regional Manager, Brinks Technical Services: September 1996 – February 1999
Hub Coordinator, Roadway Package Systems: November 1995 – September 1996
Preload Supervisor, United Parcel Service: October 1991 – November 1995

RESUME OF ERNEST LANGLEY
HR/SAFETY MANAGER

CURRENT RESPONSIBILITIES

Athens Services

Directly responsible for the administration, coordination of Athens Services employee functions, including the development of company policies, procedures, and program management. Responsibilities include managing and administering records management, drug/alcohol testing, human resources information systems, company Employee Benefit, Workers Compensation, Risk Management, Safety Compliance and Recruiting departments. A primary focus is the development and companywide training of employees in communication, management and employee evolvement programs.

EXPERIENCE

BFI – Gardena, CA Subsidiary of Allied Waste LTD

General Manager
Administered and coordinated the necessary planning, direction, motivation, organization, and control of the divisions operations for 140 commercial and residential routes.

Consolidated Services – Long Beach, CA – Subsidiary of Republic Services

Director of Operations
Directly responsible for the consolidation and integration of acquired companies into their Long Beach operation. Responsible for the collection services with annual revenues surpassing $ 116 million dollars. **Directly oversaw all operations in the City of La Mirada, including the Stage Road City Yard.**

Taormina Ind, - Anaheim, CA - Subsidiary of Republic Services

Operations Manager
Managed 14 Supervisors, responsible for 145 drivers in the collection of commercial and residential routes throughout 8 Orange County Cities.

EDUCATION

California State College
Sacramento, CA
Business

SUMMARY RESUMES OF OTHER KEY SUPPORTING MANAGERS

Joe Ontiveros – Route Supervisor

A veteran industry professional with over 18 years experience with Athens Services, Joe will manage the daily day-to-day sweeper routes. He is responsible for driver training and safety education, and supervises many of our street sweepers. He makes the difficult tasks seem simple and will make Athens Services service transparent to the residents. As noted elsewhere in this RFP response, Athens already provides street sweeping services to thousands of residents and businesses in many areas of Los Angeles County and our reputation for service is excellent.

Evelyn Cornejo - Customer Service Manager

Evelyn manages the daily activity of all customer service personnel. She prepares customer/resident inquiry reports and makes sure that all supervisors and managers are informed and able to respond to our customers' special needs. Evelyn is responsible for hiring, training, and development of over three dozen Customer Service Representatives and Receptionists. The county can rest assured that customer's calls will be handled very professionally.

Mary McKenrick – Municipal Sales Manager

Mary oversees our commercial contract cities' sales staff members and makes sure that all commercial customers' needs are met. Working with our inside and outside field staff, Mary often meets with customers to assure that our service is of the highest caliber.

Minimum Mandatory Requirements for Street Sweeping Services

When it comes to street and parking lot sweeping, Athens has unmatched dedication, resources, and experience in Los Angeles County.

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

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

Currently, eight cities in Los Angeles County have made the decision to have their trash collection and street sweeping needs managed by Athens Services and they are glad they did. Most of these contracts are long-term agreements demonstrating that the jurisdictions want us to continue to provide high quality, cost effective service!

We currently have exclusive service agreements for street sweeping with the following municipalities:

Azusa

POPULATION:	43,401
PUBLIC WORKS DIRECTOR:	James Makshanoff
TELEPHONE #:	(626) 334-5248
SCOPE OF SERVICE:	Sweeping of all residential and commercial streets and alleys and City owned facilities.
STAFFING & FLEET SIZE:	2 trucks, 2 drivers, and a Route Supervisor (Second truck to be added May 1, 2008, as the City has increased the frequency of sweeping.)
CONTRACT TERM:	Expires 2011

Covina

POPULATION:	43,850
PUBLIC WORKS DIRECTOR:	Steve Henley
TELEPHONE #:	(626) 858-7248
SCOPE OF SERVICE:	Sweeping of all residential and commercial streets and alleys and City owned facilities.
STAFFING & FLEET SIZE	1 truck, 1 driver, and a Route Supervisor
CONTRACT TERM:	Annually renewed

Glendora

POPULATION:	48,632
SUPERINTENT:	John Menke
TELEPHONE #:	(626) 914-8252
SCOPE OF SERVICE:	Sweeping of all residential and commercial streets and alleys and City owned facilities.
STAFFING & FLEET SIZE	2 trucks, 2 drivers, and a Route Supervisor
CONTRACT TERM:	Expires 2013

San Marino

POPULATION:	13,650
CITY MANAGER:	Matt Ballantyne
TELEPHONE #:	(626) 300-0700
SCOPE OF SERVICE:	Sweeping of all residential and commercial streets and alleys and City owned facilities.
STAFFING & FLEET SIZE	1 truck, 1 driver, and a Route Supervisor
CONTRACT TERM:	Expires 2010

Temple City

POPULATION:	32,400
CITY MANAGER:	Charlie Martin
TELEPHONE #:	(626) 285-2171
SCOPE OF SERVICE:	Sweeping of all residential and commercial streets and alleys and City owned facilities.
STAFFING & FLEET SIZE	1 truck, 1 drivers, and a Route Supervisor
CONTRACT TERM:	30 year rolling term

Sierra Madre

POPULATION:	10,762
PUBLIC WORKS DIRECTOR:	Bruce Inman
TELEPHONE #:	(626) 355-7135
SCOPE OF SERVICE:	Sweeping of all residential and commercial streets and alleys and City owned facilities.
STAFFING & FLEET SIZE	1 truck, 1 driver, and a Route Supervisor
CONTRACT TERM:	Expires 2013

South Pasadena

POPULATION:	24,700
CITY CONTACT:	Lillian Myers
TELEPHONE #:	(626) 403-7200
SCOPE OF SERVICE:	Sweeping of all residential and commercial streets and alleys and City owned facilities.
STAFFING & FLEET SIZE	1 truck, 1 driver, and a Route Supervisor
CONTRACT TERM:	7 year rolling term

Monterey Park

POPULATION:	60,051
CITY CONTACT:	June Yotsuya
TELEPHONE #:	(626) 307-1458
SCOPE OF SERVICE:	Sweeping of all residential and commercial streets and alleys and City owned facilities.
STAFFING & FLEET SIZE	3 trucks, 3 drivers, and a Route Supervisor
CONTRACT TERM:	September, 2008- 3 year with two 1 year options

Section Six

Work Plan

Athens Services has carefully reviewed all the LA County RFP material thoroughly, including all addendums, we conducted a physical review of all the streets, and this information has been entered into our routing data base, and can ensure that we will comply with the County's sweeping schedule for Rowland Heights and the Road District of 119/519. We have provided a plan for alternative day - weekly sweeping (4 times per month).
Athens Services will be conducting all operations for Rowland Heights and Road District 119/519 from an existing Athens operations yard located at 15045 East Salt Lake Ave La Puente, CA. This is adjacent to the Rowland Heights service area, and within 10 miles of Road District 119/519. This extremely close proximity to the service area allows us to manage equipment and personnel resources for the highest quality and most responsive service.

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

- We have a pool of experienced sweeper drivers (full time employees); which are cross trained to ensure service consistency for vacations, jury duty, sick days, etc.
- We have redundancies in back up equipment, and operate other sweeper routes that can be utilized in case of break down or delays.
- Street sweeping schedule will be alternative day, meaning one side of the street is swept, followed by street sweeping the opposite side on the following day.
- Equipment used to conduct sweeping operation will consist of a Tymco Regenerative Air (600 BAH) sweeper which will be used in conjunction with spraying of water to minimize unsettling dust. In addition the driver will be supplied with a manual push broom and shovel to clean/sweep areas such as narrow cul-de-sacs, median noses and portions of left-turn pockets.
- If necessary we can equip the driver with a small blower for blowing debris to be picked up by the sweeper truck.
- Sweep/clean all leaves, paper, dirt, rocks, glass, bottles, cans, and other debris from paved alleys, and curbed medians within specified area on a weekly basis.
- Sweeping will be conducted by a trained fulltime Athens Services driver whose duties will include but not be limited to; single pass sweeping at a rate no greater than 6 miles an hour of each side of all streets adjacent and parallel to the curb face including curb returns and cross gutters at all intersecting streets.

- Median sweeping; in areas where raised medians are present driver shall sweep each side of median adjacent and parallel to median curb face.

- Alley sweeping shall consist of sweeping each side to the alley adjacent and to the right of the flow line of the alley at speed of no more than 6 miles per hour.

- Athens employee shall conduct all activities and operations within the confines of public roadways and will not enter private property for any reason without written permission from owner.

- Athens Services will furnish all water necessary for sweeping operations.

- Athens Services shall assign a supervisor to oversee sweeper operation and communicate all conditions and issues to Contract Manager as soon as condition is identified, such issues will include but not limited to fallen trees, obstructed roadways or alleys, low overhanging branches, abandoned vehicles and large potholes. The sweeper driver will have a Nextel digital radio to communicate any of these issues to his supervisor.

- We will provide the County the GPS information as indication in section R of Exhibit A

Disposal

- Athens Services will dispose of all refuse and debris collected during sweeping to Puente Hills landfill or our MRF located at 14048 E Valley Blvd City of Industry, CA

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

Typical Sweeper Route Description

Step	Activity
1	Driver will arrive at 15045 Salt Lake Ave (Salt Lake yard) and clock in at 3:30am
2	Check in with dispatch and receive Nextel radio, route/stop service sheet and any work orders (extra dumps, bulky items)
3	Conduct pre-trip inspection of the vehicle
4	Drive to beginning of route, of specified service day area
5	Driver will engage top vacuum motor, lower rotating sweeper brushes and engage water distribution system
6	Driver will disengage vacuum and water supply. Lift sweeping brushes. Park vehicle call supervisor to inform him/her that he will be taking a ten minute break
7	Driver will get back into vehicle call supervisor and inform him/her that he will continue on assigned route, engage top vacuum motor, lower rotating sweeper brushes and engage water distribution system.
8	Driver will complete sweeping of streets in specified area and will contact supervisor informing him/her that he is headed for the Material Recovery Facility (MRF).
9	Driver will disengage vacuum and water supply. Lift sweeping brushes. Drive to MRF.
10	Driver will arrive at MRF, weigh-in vehicle and provide origin of refuse
11	Driver will wait for clearance to enter MRF, once inside driver will be directed to specific area to dump contents of vehicle
12	Driver will, open back door, dump entire contents of vehicle
13	Upon completion of dumping process driver will move vehicle to designated clean out area where he will clean hopper, driver will practice lockout/tagout procedures when cleaning out hopper area
14	Driver will drive out of MRF, fill vehicle with water. Driver will contact supervisor to inform of load size
15	Driver will take 30 minute lunch break
16	Driver will arrive at designated service area and engage top vacuum motor, lower rotating sweeper brushes and engage water distribution system
17	Driver will disengage vacuum and water supply. Lift sweeping brushes. Park vehicle call supervisor to inform him/her that he will be taking a ten minute break
18	Driver will get back into vehicle call supervisor and inform him/her that he will continue on assigned route, engage top vacuum motor, lower rotating sweeper brushes and engage water distribution system
19	Driver will complete sweeping of streets in specified area and will contact supervisor informing him/her that he is headed for the Material Recovery Facility (MRF).
20	Driver will arrive at MRF, weigh-in vehicle and provide origin of refuse
21	Driver will wait for clearance to enter MRF, once inside driver will be directed to specific area to dump contents of vehicle
22	Driver will, open back door, dump entire contents of vehicle
23	Upon completion of dumping process driver will move vehicle to designated clean out area where he will clean hopper, driver will practice lockout/tagout procedures when cleaning out hopper area
24	Driver will drive out of MRF, fill vehicle with water. Driver will contact supervisor to inform of load size and drive to Salt Lake Yard
25	Driver will drive to Salt Lake Yard, fuel vehicle
26	Upon arriving at Salt Lake yard driver will complete post trip inspection of vehicle, turn in copy of inspection report to maintenance department.
27	Driver will proceed to dispatch and turn in all completed work orders, VCR (vehicle inspection report), Nextel radio, signed route sheet and clock out.

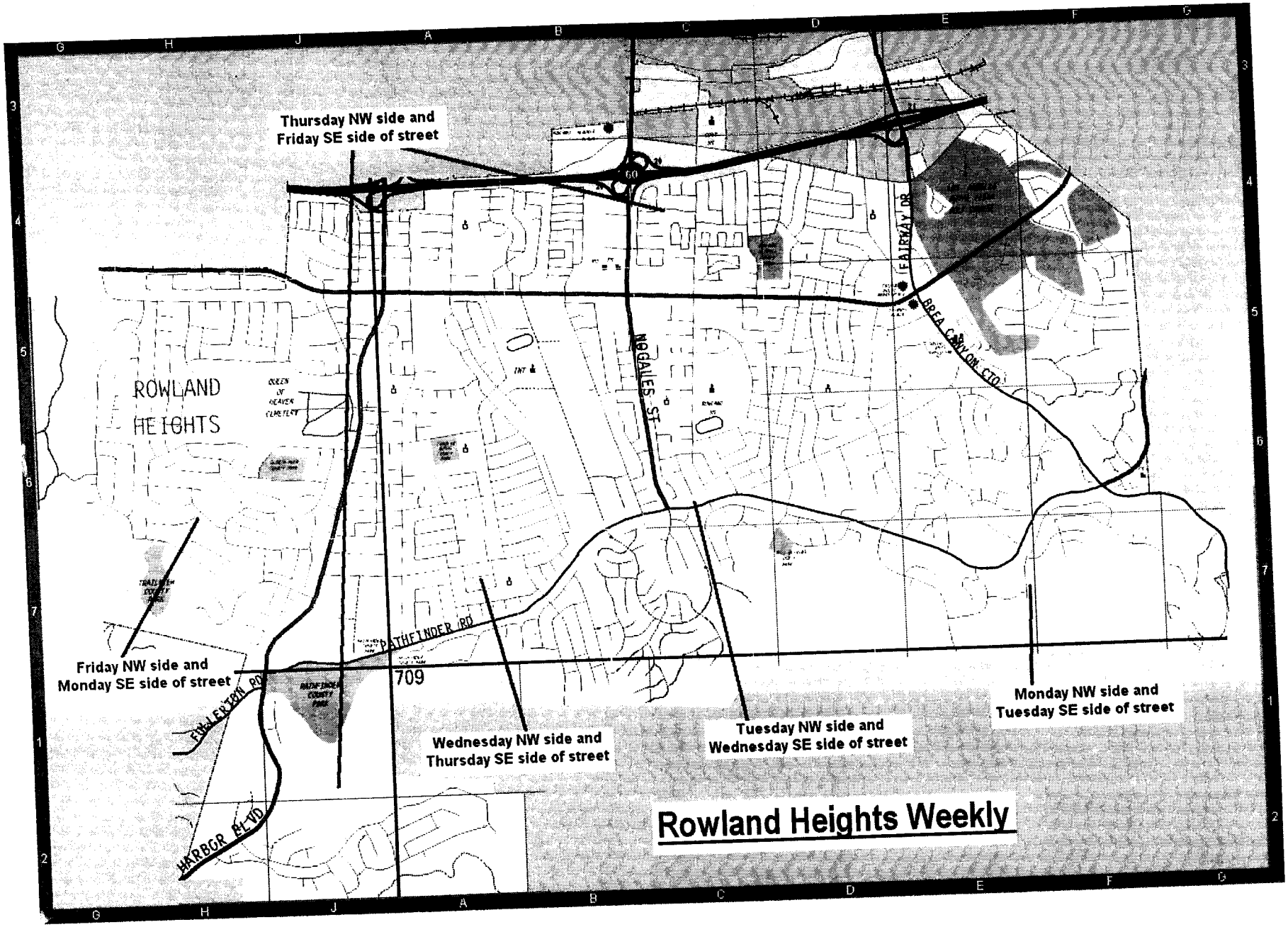
Rowland Heights - Weekly (Alternative Day Sweeping)
We will assign one full time driver and an alternative fuel (LPG) Tymco Regenerative Air (600 BAH) sweeper to this route. The driver will be fully trained on the route structure and the operation of the vehicle.

The driver will arrive to work at 5:00 AM, conduct the required pre-trip inspection, and depart at 5:15 AM. Our routing schedule prioritized the main highways, the school and commercial areas prior to 7:00 AM, residential streets after 7:00 AM, and multi-unit residential areas after 8:00 AM.

Using the data provided in the Los Angeles County proposal, and conducting our own audits of the area, we have projected the following daily / weekly results.

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	Total
Curb Miles	40.01	39.51	39.96	42.56	41.76	**203.82**
Tons	3.60	3.56	3.60	3.83	3.76	**18.34**
Total Hrs	10.53	10.43	10.52	10.99	10.84	**53.31**

We have included an overview map of our service schedule on the following page.


Thursday NW side and
Friday SE side of street
ROWLAND
HEIGHTS
NOGALES ST
FAIRWAY DR
BREA CANYON CTO
PATHFINDER RD
709
FULLERTON RD
HARBOR BLVD
Friday NW side and
Monday SE side of street
Wednesday NW side and
Thursday SE side of street
Tuesday NW side and
Wednesday SE side of street
Monday NW side and
Tuesday SE side of street
Rowland Heights Weekly

Athens Services
Waste Collection • Recycling • Transfer • Disposal • Street Sweeping

County of Los Angeles
Department of Public Works

Section Seven

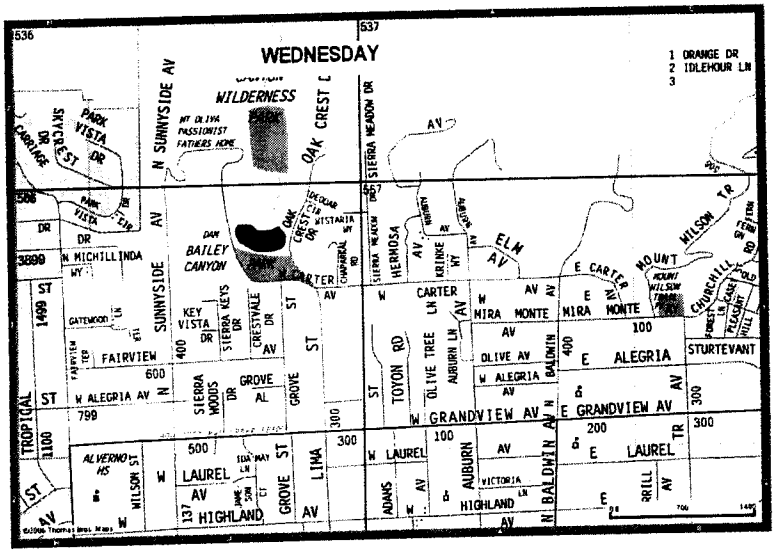
Quality Assurance Program

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

Route Supervisor

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

- We utilize a daily route map to ensure all streets, medians, alleys, and cul-de-sacs are swept. (See example to the right.) The supervisor will inspect these are areas on a daily basis, and correct any defects.



- On a weekly basis the supervisor will trail the route to ensure proper and safe operation of the equipment, and will document his observations.

- We currently use a Nextel E-Trace GPS system to record that all services are completed as scheduled. We will upgrade this system to all the requirements (including the recording of vehicle functions) as outlined in the County's RFP.

Fleet Maintenance

Every Athens truck is inspected a minimum of twice per day, each driver performs a pre-trip and post-trip daily. The inspection is documented on a Driver Vehicle Inspection Report (DVIR); the 3-part form is distributed daily to the fleet maintenance supervisor, the Route supervisor, and the truck file. Any necessary repairs are completed that night, or the truck is replaced by a spare truck until the repairs are completed. The maintenance group maintains a regular preventative maintenance schedule for all trucks to ensure maximum up (operating) time.

A sample of the DVIR is on the next page.

Just in case, shop road crews are staffed during all operating hours to ensure that any mechanical problem or breakdown can be attended quickly. All employees have Nextel digital radios to maintain contact with operations. All road crew trucks are equipment with the tools and parts necessary to mitigate "down time".

416251

DRIVER'S EQUIPMENT CONDITION REPORT

Vehicle # _____ Date _____ (Fecha)

Meter End _____ Meter Start _____

Driver Signature _____ Employee # _____
(Firma)

✔ Item OK X Needs Repair *-Pre Trip **-Post Trip

Vehicle Exterior (Inspecion Exterior)	*	**
Exterior Lights (Luces Exteriores)		
Tires, Wheels, Lugs, Rims (Llantas,Rines, y Tuercas)		
Suspension / Springs (Suspencion / Muelles)		
Brakes, Drums, Linings (Frenos)		
Mirrors, Doors, Windows (Espejos, Puertas, Ventanas)		
Fuel Tanks (Tanques de Combustible)		
Mud Flaps / License Plates (Loseras) / Placas)		
Air Tanks (Tanques de Aire)		
Exhaust System (Systema de Uniso)		
Fire Extinguishers (Extinguidor de incendios)		
Air Lines & Connectors (Lineas de Aire y Conecciones)		
Fifth Wheel (Quinta Rueda)		
Charge Cord (Conecciones de Cables)		
Landing Gear (Soporte de Traila)		

Engine Compartment (Compartamento de Motor)	*	**
Fluid Levels (Inspecion de Liquidos)		
Belts & Hoses (Mangueras y Bandas)		
Fluid Leaks (Fugas de Aceite)		
Starter (Arrancador)		
Transmission (Transmicion)		
Inside Vehicle Inspection Interior		
Brake Systems (Systemas de Frenos)		
Gauges (Medidores)		
Heater, Defroster (Calentor)		
Windows / Wipers (Ventanas y Parabrisas)		
Steering (Volante)		
Horn (Claxson)		
Emergency Reflectors (Reflectores de Emergencia)		
Registration Card - Registracion Insurance Card - Aseguranza		

Were you involved in an accident or personal injury today- Yes ☐ No ☐

Air Brake Test
(BEFORE STARTING TRIP)

Se Envolvio en un Accidente O Lesionado Hoy- Si ☐ No ☐

Max Air Pressure Reading _____ Reading After 1 Minute _____

Pedal Depressed Reading _____ Reading After 1 Minute _____

Low-Air Warning Comes On At Air Gauge Reading _____

Description of Mechanical Defects: _____
(Defectos Mechanicos)

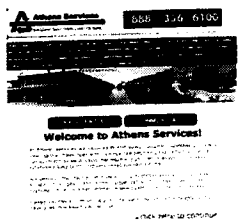
Repair Comments: _____

Mech. Signature _____ Date _____

Customer Service

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

- Our toll-free number is (888) 336-6100
- LIVE Telephone coverage beginning at 7:00 a.m., six days a week.
- 24 hour Message system
- Same day resolution of all inquiries.
- Multilingual staffing during ALL business hours. (We can translate over 150 languages!)
- Route Supervisor always available to be dispatched for special pick-ups and customer concerns.
- Professional and courteous customer service staff.
- Proper staffing to handle customer concerns promptly.



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

Athens owns and operates an IBM AS400 main frame computer system to process customer inquiries. After an extensive study and development effort, Athens uses custom designed software applications to ensure efficient service. All Customer Service Representatives are "on-line" and have immediate access to each customer's service information. A brief summary of our customer service procedure is described below:

- All inquiries are logged into the central computer with the following information:
- Date/Time
- Inquiry Type (i.e., service request, extra service, etc.)
- Supervisor Area
- Route Number/Truck Number
- Inquiries requiring immediate action are radioed via Nextel Direct to the Route Supervisor and truck driver.
- A follow-up call is made to the customer to determine that he/she is pleased with our response.
- The disposition of each inquiry is logged into the computer.
- Daily inquiry status reports are reviewed by several members of the management team.

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

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

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

A sample Inquiry is shown below:

```
                                Customer Inquiry        Enter by: TOMMY
TRR010                          Severity Code: 2        Date/time: 5/01/08 14:29:54
                                    -----
                                                        Complain #:  1779808
Date received:  5/01/08                                   Super. area:02
To do date...:  5/01/08                                   Phone....: 6263364242
Name of person calling: MRS. FOWLER
                    Cross Street: ** HUNTINGTON @ SAN GABRIEL
                                                          Account#.:  149440-000
Account name: SAN MARINO SWEEPER *******                  Serv.phone 6263000780
Contact name: AMY (A/P)                                   City code: 160
Service addr: 0000        VARIOUS                #
              SAN MARINO            CA 91008
*****************************************************************************
Complaint type: 003 REMINDER
Comment.......:
     CUSTOMER CALL IN- NO SWEEPER YET -USUALLY HERE BY NOW ***

*****************************************************************************
                                                        Date:  0/00/00
Dispatched to.:
                                                        Date:  0/00/00
Completed by..: JOE ONTIVEROS                      Driver at fault:
Valid complain:      Phone required:                      031
Action taken..: DRVR ADVISED OF CUST'S CONCERN
                SWEEPER HAD FLAT TIRE - 1/2 HR DELAY, NOW BACK ON
                ROUTE - CUSTOMER ADVISED
```

Athens Services

Waste Collection • Recycling • Transfer • Disposal • Street Sweeping

County of Los Angeles
Department of Public Works

Section Eight

Subcontractors

Athens will not be using any subcontractors.

Athens Services
Waste Collection • Recycling • Transfer • Disposal • Street Sweeping

County of Los Angeles
Department of Public Works

Section Nine

Financial Stability

Please see the envelope in the ORIGINAL document.

Athens Services

Waste Collection·Recycling·Transfer·Disposal·Street Sweeping

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

October 20, 2008

County of Los Angeles
Department of Public Works
900 S. Fremont Avenue
Alhambra, CA 91803-1331

Re: Proposal for Street Sweeping Services

To Whom It May Concern:

Athens has provided in the enclosed envelope marked "CONFIDENTIAL" audited financial statements for the most current three full fiscal years. Please note that references to certain names and prices paid for business acquisitions have been redacted from the footnotes, as we are bound by confidentiality and non-disclosure requirements related to those transactions. I hereby represent and warrant that to the best of my knowledge, the information provided herein is true and complete as of the date of this proposal. I further represent and warrant there has been no material change in the financial circumstances of Athens since the date of last audited financial statements.

Each page of the financial statements is similarly marked "CONFIDENTIAL" and Athens respectfully requests the County of Los Angeles inform the limited number of people who need to review these statements of the attached letter from our counsel regarding our right to privacy and of the obligation to preserve the confidentiality of this information. Athens further requests that no copies be made of these statements and the originals be returned after the proposal process is complete.

Sincerely,

Kevin P. Hanifin
Chief Financial Officer

KPH:bw

GIBSON, DUNN & CRUTCHER LLP

LAWYERS

A REGISTERED LIMITED LIABILITY PARTNERSHIP
INCLUDING PROFESSIONAL CORPORATIONS

3161 Michelson Drive Irvine, California 92612-4412
(949) 451-3800
www.gibsondunn.com

August 8, 2008

Client No.
C 03503-00001

Direct Dial
(949) 451-3923
Fax No.
(949) 475-4673

County of Los Angeles
Department of Public Works
900 South Fremont Avenue
Alhambra, CA 91803

Re: *Request for Proposals for Street Sweeping Services*

To Whom It May Concern:

We have been asked by our client, Arakelian Enterprises, Inc, dba Athens Services ("Athens"), to assist it in responding to the above referenced Request for Proposals for Street Sweeping Services of the County of Los Angeles (the "County"). Specifically, Athens has asked us to help to ensure that the financial information that Athens has been requested to provide to the County is held in strict confidence, and is not, now or in the future, disclosed to the public.

To secure a service contract with the County, Athens must provide the County with audited financial statements for the most current three fiscal years (the "Financial Records"). As you know, Athens is a closely-held corporation which has not previously revealed its Financial Records to the general public. Athens would like to ensure that if it reveals its Financial Records to the County, such documents will not be deemed to be part of the public record. If the Financial Records are deemed to be part of the public record, there is a possibility that Athens' competitors could then obtain this sensitive business information and use it to unfairly compete with Athens. Such access to and use of Athens' financial information by competitors would substantially harm Athens' business prospects.

In light of the foregoing, Athens has plainly marked the Financial Records as "CONFIDENTIAL" and requests that the County maintain the confidentiality of these records by taking appropriate measures to avoid any public disclosure. The Financial Records are protected from disclosure by California's constitutional right to privacy and because they are exempt from disclosure under Sections 6254(n) and 6254.7(d) of the California Government Code.

Athens' Financial Records are protected by its right to privacy under the California Constitution. *See* Cal. Const. Art I, sec. 1. To establish a constitutional right to privacy, one must demonstrate the following: "'(1) a legally protected privacy interest; (2) a reasonable expectation of privacy in the circumstances; and (3) conduct by defendant [the State] constituting a serious invasion of privacy.'" See *Pettus v. Cole* (1996) 49 Cal. App. 4th 402, 439, 57 Cal. Rptr. 2d 46, 64 (quoting *Hill v. NCAA* (1994) 7 Cal. 4th 1, 39-40, 26 Cal. Rptr. 2d 834, 859). A corporation is entitled to the same powers and privileges of a natural person. *See* Cal. Corp. Code § 207. Thus, Athens can equally assert this constitutional privacy right. Upon an entity demonstrating its prima facie privacy right, a court must consider whether the State has a "legitimate" or "important" interest in obtaining the subject information. *See Hill*, 7 Cal. 4th at 57. If an "intrusion on the right to privacy is deemed necessary under the circumstances of a particular case, any such intrusion should be the minimum intrusion necessary to achieve its objective." *Lantz v. Superior Court* (1994) 28 Cal. App. 4th 1839, 1855, 34 Cal. Rptr. 2d 358, 367 (citing *Wood v. Superior Court* (1985) 166 Cal. App. 3d 1138, 1148, 212 Cal. Rptr. 811, 820), *see also Palay v. Superior Court* (1993) 18 Cal. App. 4th 919, 934, 22 Cal. Rptr. 2d 839, 849-50.

In the present case, Athens can demonstrate that its Financial Records are protected by California's constitutional right to privacy. The California Corporations Code permits businesses to be privately owned and closely-held. *See* Cal. Corp. Code § 158. As such, Athens has the right to organize and maintain its financial records in private. In addition, because it has never publicly revealed its financial records and because it takes great efforts to keep the details of its financial matters private, Athens has a reasonable expectation of privacy. Finally, permitting others to view its financial records would not be a slight or trivial intrusion; instead, if competitors were permitted access to these records, they could leverage the information against Athens and substantially harm its business prospects.

Notwithstanding the foregoing, Athens recognizes that the County has a "legitimate" and "important" need to review Athens' Financial Records to determine whether Athens is a financially healthy company. Therefore, Athens is willing to make its Financial Records available for review and inspection by the County.

However, it is incumbent on the County, in order to meet its constitutional duty to minimize the "intrusion necessary to achieve its objective," to maintain information with respect to the Financial Records in the strictest of confidence. To satisfy this standard, the County must reveal information relating to the Financial Records only to the limited number of people involved in the review and selection process, and such individuals must use the information only for the purpose of evaluating Athens in the present circumstances.

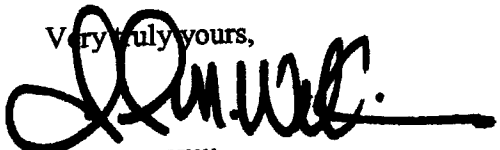
In addition to being protected from public disclosure by California's constitutional right to privacy, the Financial Records are exempt from public disclosure under Section 6254(n) of the California Government Code, which provides that "[s]tatements of personal worth or personal financial data required by a licensing agency and filed by an applicant with the licensing agency

to establish his or her personal qualification for the license, certificate or permit" need not be disclosed. Athens' Financial Records fit squarely within this exemption. The Financial Records are statements of financial data that are being provided to the County to establish Athens' qualification to become a service provider. Thus, pursuant to Section 6254(n), the County must keep the records from being disclosed to the public.

Please contact Kevin Hanifin, Athens' Chief Financial Officer, at (626) 855-7206 if you have any questions with respect to the Financial Records. Please inform the person or persons who will review the Financial Records of this letter and of the County's obligation to preserve the confidentiality of this information.

Please contact me if you wish to discuss this matter further.

Very truly yours,



John M. Williams

cc: Kevin P. Hanifin, Arakelian Enterprises, Inc.

JMW/bdg

100496826_1 (ATHENS - Financial Letter (County of LA - Street Sweeping)).DOC

LOCKTON

Insurance and Risk Management Specialists

October 9, 2008

COUNTY OF LOS ANGELES,
Department of Public Works
Attn: Dean D. Efstathiou
P.O. Box 1460
Alhambra, CA 91802

RE: Athens Services
Street Sweeping Services for Rowland Heights (2008-PA052)

Dear Dean:

Athens Services is currently bonded by Federal Insurance Company. Federal Insurance Company is rated by A.M. Best rating as "A++" (Superior) and "XV" financial size.

As an indication of bonding capacity, Athens Services can secure a performance bond of 50% of the proposed annual contract amount.

As is customary, the surety will determine final approval of any bond upon the most current financial job information available to the underwriter at the time. Specific requests for surety bonds will be given due consideration based on an underwriting evaluation at the time of the request. This evaluation includes receipt and review of acceptable contract terms and conditions, acceptable bond forms, adequate financing as well as other underwriting conditions, which may exist at the time of the request. Any request for bonds is a matter between Athens Services and Federal Insurance Company.

Yours very truly,

LOCKTON INSURANCE BROKERS, LLC

By: _____

Paul Boucher, CPCU CLU
Vice President
Surety Department

Athens Services
Waste Collection • Recycling • Transfer • Disposal • Street Sweeping

County of Los Angeles
Department of Public Works

Section Ten

Insurance

A Certificate of Insurance follows this page. Athens Services will provide the County with the required insurance coverage prior to the commencement of work.

Willis

Telephone: (213) 607-6300
Fax: (213) 607-6301
Website: www.willis.com

Direct Line: (213) 607 - 6244
Direct Fax: (213) 607 - 6301
E-mail: Laarni.Samaniego@willis.com

October 16, 2008

County of Los Angeles
Department of Public Works
900 South Fremont Ave.
Alhambra, CA 91803-1331

To Whom It May Concern:

Please accept this letter as confirmation that the attached draft certificate and accompanying additional insured endorsement draft, will be formally issued if Athens Services is awarded the contract for which this certificate applies.

Please feel free to contact me with any questions.

Sincerely,

Laarni Samaniego
Assistant Client Manager
Risk Solutions

Willis Risk and Insurance
Services of Los Angeles
801 S. Figueroa St.
Suite 700
Los Angeles, CA 90017

0371719

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE: 10/16/2008

PRODUCER: 877-945-7378

Willis North America, Inc.
26 Century Blvd.
P. O. Box 305191
Nashville, TN 372305191

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: Athens Services, Inc.
14048 Valley Blvd.
City of Industry, CA 91716

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: American International Specialty Lines In	26883-900
INSURER B: Arch Insurance Company	11150-001
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	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	EG6439324	3/1/2008	3/1/2009	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 100,000
						MED EXP (Any one person)	$ 25,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 2,000,000
B		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	71CAB4941500	3/1/2008	3/1/2009	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	71WC4941600	3/1/2008	3/1/2009	X WC STATU-TORY LIMITS OTH-ER	
						E.L. EACH ACCIDENT	$ 1,000,000
						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

Re: LA County - Rowland Heights Area RFP

It is agreed that The County of Los Angeles, its Special Districts, its officials, officers and employees is included as an Additional Insured as respects to General Liability, as required by written contract.

CERTIFICATE HOLDER

County of Los Angeles
Department of Public Works
900 South Fremont Avenue
Alhambra, CA 91803-1331

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

Willis **CERTIFICATE OF LIABILITY INSURANCE** Page 2 of 3

DATE 10/16/2008

PRODUCER	877-945-7378	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.	
Willis North America, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191		INSURERS AFFORDING COVERAGE	NAIC#
INSURED Athens Services, Inc. 14048 Valley Blvd. City of Industry, CA 91716		INSURER A: American International Specialty Lines In	26883-900
		INSURER B: Arch Insurance Company	11150-001
		INSURER C:	
		INSURER D:	
		INSURER E:	

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

It is further agreed that such insurance as is afforded shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ENDORSEMENT NO. DRAFT

This endorsement, effective 12:01 AM, March 1, 2008

Forms a part of Policy No: EG 6439324

Issued to: ARAKELIAN ENTERPRISES,
ATHENS SERVICES

By: AMERICAN INTERNATIONAL SPECIALTY LINES INS. CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE A, B, AND C ENHANCEMENT ENDORSEMENT
ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS FOR COVERAGES A, B, AND C

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY
POLLUTION LEGAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization: The County of Los Angeles, its Special Districts, its officials, officers and employees

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

With respect to Coverages A, B , and C , WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

65386 (2/98)
C10545

Willis

Telephone: (213) 607-6300
Fax: (213) 607-6301
Website: www.willis.com

Direct Line: (213) 607 - 6244
Direct Fax: (213) 607 - 6301
E-mail: Laarni.Samaniego@willis.com

October 13, 2008

County of Los Angeles
Department of Public Works
900 South Fremont Ave.
Alhambra, CA 91803-1331

To Whom It May Concern:

Please accept this letter as confirmation that the attached draft certificate and accompanying additional insured endorsement draft, will be formally issued if Athens Services is awarded the contract for which this certificate applies.

Please feel free to contact me with any questions.

Sincerely,

Laarni Samaniego
Assistant Client Manager
Risk Solutions

Willis Risk and Insurance Services of Los Angeles
801 S. Figueroa St.
Suite 700
Los Angeles, CA 90017

0371719

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE: 10/13/2008

PRODUCER: 877-945-7378

Willis North America, Inc.
26 Century Blvd.
P. O. Box 305191
Nashville, TN 372305191

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

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: American International Specialty Lines In	26883-900
INSURER B: Arch Insurance Company	11150-001
INSURER C:	
INSURER D:	
INSURER E:	

INSURED: Athens Services, Inc.
14048 Valley Blvd.
City of Industry, CA 91716

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	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	EG6439324	3/1/2008	3/1/2009	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 100,000
						MED EXP (Any one person)	$ 25,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 2,000,000
B		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	71CAB4941500	3/1/2008	3/1/2009	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	71WC14941600	3/1/2008	3/1/2009	X WC STATU-TORY LIMITS OTH-ER	
						E.L. EACH ACCIDENT	$ 1,000,000
						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

Re: LA County - Road District 119/519 area RFP

It is agreed that The County of Los Angeles, its Special Districts, its officials, officers and employees are included as an Additional Insured as respects to General Liability, as required by written contract.

CERTIFICATE HOLDER

County of Los Angeles
Department of Public Works
900 South Fremont Avenue
Alhambra, CA 91803-1331

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

Willis **CERTIFICATE OF LIABILITY INSURANCE** Page 2 of 3

DATE 10/13/2008

PRODUCER	877-945-7378	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.	
Willis North America, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191		INSURERS AFFORDING COVERAGE	NAIC#
		INSURER A: American International Specialty Lines In	26883-900
INSURED Athens Services, Inc. 14048 Valley Blvd. City of Industry, CA 91716		INSURER B: Arch Insurance Company	11150-001
		INSURER C:	
		INSURER D:	
		INSURER E:	

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

It is further agreed that such insurance as is afforded shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ENDORSEMENT NO. DRAFT

This endorsement, effective 12:01 AM, March 1, 2008

Forms a part of Policy No: EG 6439324

Issued to: ARAKELIAN ENTERPRISES,
ATHENS SERVICES

By: AMERICAN INTERNATIONAL SPECIALTY LINES INS. CO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE A, B, AND C ENHANCEMENT ENDORSEMENT
ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS FOR COVERAGES A, B, AND C

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY
POLLUTION LEGAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization: The County of Los Angeles, its Special Districts, its officials, officers and employees

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

With respect to Coverages A, B , and C , WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

65386 (2/98)
CI0545

Section Eleven

Record Keeping

Background

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

Timekeeping

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

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

Payroll Processing

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

Once all employee time data is entered into the payroll system, a "Payroll Trial Register" report is printed. The report details total payroll by employee name, hours worked, amount to pay each employee, and the total payroll for the pay period. The payroll system also generates a "Payroll Trial Register Exception Report" which lists unusual items for payroll personnel to review. Such unusual items might be:

- Employees who will not be receiving a pay check for the period.

- *Hourly rate overrides*
  Rate overrides apply to instances where an employee received a pay rate increase during the pay period; however, the payroll system may not have been updated. Payroll personnel will enter the employee's pay based on the new rate. The system will detect the difference and display the exception.

- *Tax Rate Frequency*
  The Company's policy on vacation pay is to pay employees for their earned vacation pay on the anniversary of their hire date via check. Since all employees are normally paid weekly, vacation pay can be for more than one week of pay, depending upon the employee's length of service. As a result the Payroll Department will utilize the Tax Rate Frequency override in order to adjust the amount of tax to be deducted from the check to correctly correspond to the amount of vacation days to be paid.

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

Deductions

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

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

Distribution of Checks

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

Section Twelve

Proposer's Forms List

FORM PW-1

VERIFICATION OF PROPOSAL

DATE: Oct. 20, 2008 | **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: Eric D. Herbert

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: Arakelian Enterprises, Inc. | Telephone No.: 626-336-3636

Address: 14048 E. Valley Blvd, Industry, CA 91746 | Fax No.: 626-330-0456

e-mail: | County WebVen No.: 00239801 | IRS No.: 95-4313271 | Business License No.: N/A

7. Proposer's fictitious business name(s) or dba(s) (if any): Athens Services

County(s) of Registration: Los Angeles | State: CA | Year(s) became DBA: 1999

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: City of Industry; State of incorporation: CA; Year incorporated: 1958
- ☐ 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)	Ron Arakelian, Jr.	Title	Director	Phone 626-336-3636	Fax 626-330-0456
Street	14048 E. Valley Blvd	City	Industry	State CA	Zip 91746
Name(s)	Michael Arakelian	Title	Director	Phone 626-336-3636	Fax 626-330-0456
Street	14048 E. Valley Blvd	City	Industry	State CA	Zip 91746

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 and all representation contained in this proposal on my personal knowledge;
OR
☐ (b) I am making these representations all representation contained in this proposal based on information and belief that they are true.

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

Signature of Proposer or Authorized Agent: E D Herbert | Date: 8/20/2008

Type name and title: Eric Herbert, President

FORM PW-2.1

SCHEDULE OF PRICES

STREET SWEEPING SERVICES (2008-PA052) – ROWLAND HEIGHTS

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

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ESTIMATED ANNUAL UNITS	ANNUAL PRICE (UNIT PRICE X ESTIMATED ANNUAL UNITS)
1.	Sweeping of curbed streets[1]	CURB MILES (CM)[2]	$ 29.910237	10,195.12	$ 304,938.46
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM)[3]	$ 119.641	100.88	$ 12,069.38
				TOTAL PROPOSED ANNUAL PRICE	$ 317,007.84

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 10 feet wide for a total length of 5,280 feet.

3 A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet.

FORM PW-2.2

SCHEDULE OF PRICES

STREET SWEEPING SERVICES (2008-PA052) – RD 119/519

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

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ESTIMATED ANNUAL UNITS	ANNUAL PRICE (UNIT PRICE X ESTIMATED ANNUAL UNITS)
1.	Sweeping of curbed streets[1]	CURB MILES (CM)[2]	$29.906214	11,108.76	$ 332,220.95
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM)[3]	$119.62489	279.24	$ 33,404.05
				TOTAL PROPOSED ANNUAL PRICE	$ 365,625.00

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 10 feet wide for a total length of 5,280 feet.

3 A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet.

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:	Arakelian Enterprises, Inc.
Company Address:	14048 E. Valley Blvd
City:	Industry State: CA Zip Code: 91748
Telephone Number:	626-336-3636
(Type of Goods or Services):	Street Sweeping

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

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

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received 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: Eric D. Herbert	Title: President
Signature: E D Herbert	Date: Oct.20, 2008

FORM PW-4

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: The County of Los Angeles
SERVICE BY PROPOSER Street Sweeping Services
PROPOSAL DATE: 8/20/2008

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

	2003	2004	2005	2006	2007	Total	Current Year to Date
1. Number of contracts.	24	31	31	32	36	36	36
2. Total dollar amount of Contracts (in thousands of dollars).	80,294	91,042	110,824	139,092	163,800	163,800	58,030
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	19	14	14	18	52	117	10
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	N/A	N/A	N/A	N/A	N/A	N/A	N/A
6. Number of lost workdays.							

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.

Eric D. Herbert
Name of Proposer or Authorized Agent (print)

Signature

Oct. 20, 2008
Date

FORM PW-5

CONFLICT OF INTEREST CERTIFICATION

I, Eric D. Herbert

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

of Arakelian Enterprises, 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 the Los Angeles County 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 Oct. 20, 2008

FORM PW-6

PROPOSER'S REFERENCE LIST

PROPOSED CONTRACT FOR: Street Sweeping

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

A. COUNTY OF LOS ANGELES AGENCIES

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

SERVICE: Trash Collection	SERVICE DATES: 4/11/07-Pres
DEPT/ DISTRICT:	Public Works/So. San Gabriel
CONTACT:	Juan Villa
TELEPHONE:	(626) 458-2537
FAX:	
E-MAIL:	jvilla@dpw.lacounty.gov

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE: Trash Collection	SERVICE DATES: 2/04-Pres
DEPT/ DISTRICT:	Internal Services Dept.
CONTACT:	Gerald Plummer
TELEPHONE:	(323) 267-2271
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Street Sweeping	SERVICE DATES: 2/1/02-Pres
AGENCY/ FIRM:	City of Azusa
ADDRESS:	213 Foothill Blvd., Azusa,91702
CONTACT:	James Makshanoff
TELEPHONE:	(626) 812-5253
FAX:	(626) 332-5427
E-MAIL:	jmakshanoff@ci.azusa.ca.us

SERVICE: Street Sweeping	SERVICE DATES: 12/1/01-Pres
AGENCY/ FIRM:	City of San Marino
ADDRESS:	2200 Huntington Dr, San Marino,91108
CONTACT:	Matt Ballantyne
TELEPHONE:	(626) 300-0718
FAX:	(626) 300-0709
E-MAIL:	mballantyne@cityofsanmarino.org

SERVICE: Street Sweeping	SERVICE DATES: 7/11/06-Pres
AGENCY/ FIRM:	City of Covina
ADDRESS:	125 E. College St, Covina, 91723
CONTACT:	Michelle Saint
TELEPHONE:	(626) 858-7248
FAX:	(626) 332-5427
E-MAIL:	msaint@ci.covina.ca.us

SERVICE: Street Sweeping	SERVICE DATES: 7/1/07-Pres
AGENCY/ FIRM:	City of Sierra Madre
ADDRESS:	232 Sierra Madre Blvd, Sierra Madre,91024
CONTACT:	Bruce Inman
TELEPHONE:	(626) 355-7135
FAX:	(626) 355-2251
E-MAIL:	binman@ci.sierra-madre.ca.us

FORM PW-7

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Arakelian Enterprises, Inc. Proposer's Name
14048 E. Valley Blvd, Industry, CA 91748 Address
95-4313271 Internal Revenue Service Employer Identification Number

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

Arakelian Enterprises, Inc. Proposer	
Authorized representative Eric D. Herbert	
Signature E. D. Herbert	Date Oct. 20, 2008

FORM PW-8

LIST OF SUBCONTRACTORS

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

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

Name Under Which Subcontractor Is Licensed	License Number	Address	Specific Description of Subcontract Service
NONE			

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: Arakelian Enterprises, Inc.

My County (WebVen) Vendor Number: 00239801

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

☐ As 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 request this proposal/bid be considered for the Local SBE Preference.

☐ Attached is a copy of Local SBE certification issued by the County.

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 Proprietorship ☐ Partnership ☐ Corporation ☐ Nonprofit ☐ Franchise

☐ Other (Please Specify):

Total Number of Employees (including owners): 1,300

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			59	24	997	158
Asian or Pacific Islander			3	4		1
American Indian						
Filipino						
White	3		23	7	14	5

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:
	President	Oct. 20, 2008

FORM PW-10

GAIN and GROW EMPLOYMENT COMMITMENT

The undersigned:

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

OR

☒ declares a willingness to consider GAIN and 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 and 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 Arakelian Enterprises, Inc	Date Oct. 20, 2008

FORM PW-12

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name
Arakelian Enterprises, Inc.

Address
14048 E. Valley Blvd, Industry, CA 91748

Internal Revenue Service Employer Identification Number
95-4313271

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

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

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

Signature

Oct. 20, 2008
Date

Eric D. Herbert, President
Name and Title (please type or print)

FORM PW-13

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME:	Arakelian Enterprises, Inc.		
COMPANY ADDRESS:	14048 E. Valley Blvd.		
CITY:	Industry	STATE: CA	ZIP CODE: 91748

☒ I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

I hereby certify that I meet all the requirements for this program:

☐ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years *(attach IRS Determination Letter)*;

☐ I have submitted my three most recent annual tax returns with my application;

☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and

☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

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

PRINT NAME: Eric D. Hebert	TITLE: President
SIGNATURE: E D Hebert	DATE: Oct. 20, 2008

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	*APPROVED*	*DISAPPROVED*	*DATE*

FORM PW-14

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: Arakelian Enterprises, Inc.

☒ **Proposer has not had any contracts terminated in the past three years.**

Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date.

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SIGNATURE _____ DATE: Oct. 20, 2008

FORM PW-15

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: Arakelian Enterprises, Inc.

☐ Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation were they would be a party; and have not had any judgments placed against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments placed against them within the last five years as of the date of proposal submission.

A. ☒ Pending Litigation ☐ Threaten Litigation ☐ Judgment (check one)

1. Against ☒ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: Lozano V. Garcia & Athens Services
3. Case Number: KC051864R
4. Court of Jurisdiction: Los Angeles Superior Court-Pomona District
5. Please provide a statement describing the size and scope of the pending/threaten litigation or judgment (use additional page if necessary):

Traffic collision occurred 12/23/05 with a potential value of $10,000.00.
Likely to settle prior to trial.

B. ☒ Pending Litigation ☐ Threaten Litigation ☐ Judgment (check one)

1. Against ☒ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: Mirales V. Athens Disposal & Jones
3. Case Number: KC051309
4. Court of Jurisdiction: Los Angeles Superior Court-Pomona District
5. Please provide a statement describing the size and scope of the pending/threaten litigation or judgment (use additional page if necessary):

Traffic collision occurred 1/26/06 with a potential value of $45,000.00.
Likely to settle prior to trail.

Signature of Proposer: _____ Date: Oct. 20, 2008

FORM PW-15
CONT'D

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: Arakelian Enterprises, Inc.

☐ Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation were they would be a party; and have not had any judgments placed against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments placed against them within the last five years as of the date of proposal submission.

A. ☒ Pending Litigation ☐ Threaten Litigation ☐ Judgment (check one)

1. Against ☒ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: Depositors Insurance V. Athens Services
3. Case Number: BAC010899
4. Court of Jurisdiction: Riverside Superior Court-Banning District
5. Please provide a statement describing the size and scope of the pending/threaten litigation or judgment (use additional page if necessary):

Road hazard claim 4/8/08 with a potential value of $2,200.00. Likely to settle prior to trial.

B. ☒ Pending Litigation ☐ Threaten Litigation ☐ Judgment (check one)

1. Against ☒ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: Arakelian Enterprises, dba Athens Services V.
3. Case Number: B5116043 SCAQMD Hearing Board & SCAQMD
4. Court of Jurisdiction: Los Angeles Superior Court-Downtown L.A.
5. Please provide a statement describing the size and scope of the pending/threaten litigation or judgment (use additional page if necessary):

Athens Services filed a writ for judicial review of an administrative order regarding the Order of Abatement issued by the SCAQMD Hearing Board for the ventilation system in the Athens MRF. This is not a monetary issue, but a technical issue regarding facility operations and odor monitoring.

Signature of Proposer: _____ **Date:** Oct. 20, 2008

FORM PW-15

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: Arakelian Enterprises, Inc.

☐ Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation were they would be a party; and have not had any judgments placed against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments placed against them within the last five years as of the date of proposal submission.

A. ☒ Pending Litigation ☐ Threaten Litigation ☐ Judgment (check one)

1. Against ☒ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: South Coast Air Quality Management District vs. Athens Disposal Co.
3. Case Number: KC053685
4. Court of Jurisdiction: Superior Court of California, County of Los Angeles
5. Please provide a statement describing the size and scope of the pending/threaten litigation or judgment (use additional page if necessary):

Complaint for civil penalties and preliminary and permanent injunction in the amount of $18 million.

B. ☐ Pending Litigation ☐ Threaten Litigation ☐ Judgment (check one)

1. Against ☐ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: _____
3. Case Number: _____
4. Court of Jurisdiction: _____
5. Please provide a statement describing the size and scope of the pending/threaten litigation or judgment (use additional page if necessary):

Signature of Proposer: _____ **Date:** Oct. 20, 2008

FORM PW-16.1

STATEMENT OF EQUIPMENT FORM – ROWLAND HEIGHTS

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

PROPOSER'S NAME Arakelian Enterprises, Inc.

ADDRESS 14048 E. Valley Blvd, Industry, CA 91748

TELEPHONE 626-336-3636

ALL PROPOSED EQUIPMENT THAT WILL BE USED ON THIS CONTRACT SHALL BE AQMD COMPLIANT.

List only the equipment that will be assigned to this contract, including any backup equipment.
One item per line; do not submit an equipment list in your own format.
Form may be reproduced in order to list all equipment.

TYPE OF EQUIPMENT	MAKE AND EQUIPMENT YOU ARE OFFERING	MODEL	YEAR	SERIAL NUMBER	COMPLIES WITH ALL AIR QUALITY MANAGEMENT DISTRICT REGULATIONS
Regenerative	Tymco	600 BAH	2007	1FVAB6BV1	Yes
Air Sweeper				7DX20151	

REMARKS: _____

FORM PW-16.2

STATEMENT OF EQUIPMENT FORM – RD 119/519

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

PROPOSER'S NAME Arakelian Enterprises, Inc.

ADDRESS 14048 E. Valley Blvd, Industry, CA 91748

TELEPHONE 626-336-3636

ALL PROPOSED EQUIPMENT THAT WILL BE USED ON THIS CONTRACT SHALL BE AQMD COMPLIANT.

List only the equipment that will be assigned to this contract, including any backup equipment.
One item per line; do not submit an equipment list in your own format.
Form may be reproduced in order to list all equipment.

TYPE OF EQUIPMENT	MAKE AND EQUIPMENT YOU ARE OFFERING	MODEL	YEAR	SERIAL NUMBER	COMPLIES WITH ALL AIR QUALITY MANAGEMENT DISTRICT REGULATIONS
(2) Regenerative Air Sweeper	Tymco	600 BAH	2004	1FVAB6BV04DM31614	Yes
			2008	1FVACXDT98HAB6044	

REMARKS: _____

FORM LW-3

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

Contractor Living Wage Declaration

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

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

If you are not exempt from the Program, please check the option that best describes your intention to comply with 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: Arakelian Enterprises, Inc.	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE: E.D. Herbert	DATE: Oct. 20, 2008
PLEASE PRINT NAME: Eric D. Herbert	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

Eric D. Herbert / President
Print Name and Title

Arakelian Enterprises, Inc.
Print Name of Firm

Oct. 20, 2008
Date

** NONE **

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.

FORM LW-7

REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: Arakelian Enterprises, Inc.

Name of Proposer's Health Plan: Blue Cross of CA HMO Date: May 5, 2008

(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	$175.27 $368.08 $525.82 $	
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	$ 175.27 $ 271.67 $ 350.54 $	Company pays 100% for Employee only coverage. Company pays 50% of dependent cost.
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	$ $	Annual maximum - $1,500/Person $4,500/Family
Any Lifetime Maximum? Per Person Per Family	Y (N) Y (N)	$ $	
Ambulance coverage	(Y) N	$	
Doctor's Office Visits	(Y) N	$	$20.00 copay
Emergency Care	(Y) N	$	$100.00 ER copay
Home Health Care	(Y) N	$	$20.00/visit up to 100 visits in a calendar year
Hospice Care	(Y) N	$	For illness that may lead to death within 1 year
Hospital Care	(Y) N	$	20% hospital copay
Immunizations	(Y) N	$	
Maternity	(Y) N	$	
Mental Health	(Y) N	$	$35.00/visit up to 20 visits in a 12 month period
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	$	$20.00 copay
Prescription Drugs	(Y) N	$	$5.00 generic, $15.00 brand name
Routine Eye Examinations	(Y) N	$	Vision screening through primary doctor. Exam by specialist w/referral
Skilled Nursing Facility	(Y) N	$	20% copay up to 100 days in a calendar year
Surgery	(Y) N	$	Outpatient-no charge ~~Inpatient - 20% copay~~
X-Ray and Laboratory	(Y) N	$	$20.00 copay

Under this health plan, a full time employee:

☒ Becomes eligible for health insurance coverage after 90 days of employment.

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

OTHER BENEFITS:

A.NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS _____ DAYS. Prorated - 6 months after

B.NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 6 DAYS.

C.NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 5 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 6 DAYS.

FORM LW-8.1

COST METHODOLOGY FOR CONTRACT: STREET SWEEPING SERVICES IN ROWLAND HEIGHTS (2008-PA052)

PROPOSER: Arakelian Enterprises

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 Driver		11	10.1	10.5	11	10		52.6	2735.2	14.5	$ 44,411
											$
											$
											$
											$
											$
											$
											$
											$
											$

Comments/Notes:		
	Total Annual Salaries	$ 44,411
	(1) Vacations, Sick Leave, Holiday	$ 1,160
	(2) Health Insurance **	$ 4,954
	(3) Payroll Taxes & Workers' Compensation	$ 6,836
	(4) Welfare and Pension	$ 1,367
	Total Annual Employee Benefits (1+2+3+4)	$ ~~14,317~~ 25,119
	(5) Equipment Costs	$ 177,685
	(6) Service and Supply Costs	$ ~~34,871~~ 20,606
	(7) General and Administrative Costs	
	(8) Profit	
	Total Annual Other Costs (5+6+7+8)	$ 258,280
	TOTAL ANNUAL PRICE	$ ~~317,007.84~~

* 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 d
The above information was complied from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the proposal.

Arakelian Enterprises
Name of Proposer

Signature

Oct. 15, 2008
Date

FORM LW-8.2

COST METHODOLOGY FOR CONTRACT: STREET SWEEPING SERVICES IN ROAD DISTRICT 119/519 (2008-PA052)

PROPOSER: Arakelian Enterprises

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY SUN	MON	TUE	WED	THU	FRI	SAT	HOURS PER WEEK	ANNUAL HOURS	HOURLY WAGE RATE	ANNUAL COST
Sweeper Driver(s)			12.5	12	12	12	12	60.5	3,146	14.5	$ 53,346
											$
											$
											$
											$
											$
											$
											$
											$
											$
									Total Annual Salaries		$ 53,346
									(1) Vacations, Sick Leave, Holiday		$ 1,160
									(2) Health Insurance **		$ 4,954
									(3) Payroll Taxes & Workers' Compensation		$ 8,176
									(4) Welfare and Pension		$ 1,635
									Total Annual Employee Benefits (1+2+3+4)		$ 15,925
									(5) Equipment Costs		$ 29,711
									(6) Service and Supply Costs		$ 202,659
									(7) General and Administrative Costs		$ 40,219
									(8) Profit		$ 23,766
									Total Annual Other Costs (5+6+7+8)		$ 296,354
									TOTAL ANNUAL PRICE		$ 365,625.00

Comments/Notes:
The hours above include the hours for both drivers.

* 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.
The above information was complied from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the proposal.

Arakelian Enterprises
Name of Proposer

Signature

Oct. 15, 2008
Date

FORM LW-9

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS

INSTRUCTIONS

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

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

ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.

IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.

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

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
2. REPORTING TIME How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?	Computerized check-in
3. RECORDS OF ACTUAL TIME WORKED 3.1. What records are created to document the beginning and ending times of employee's actual work shifts?	3.1 Computerized process
3.2. What records are maintained by the Proposer of actual time worked?	3.2 Data file and paper file
3.3. Are the records maintained daily or at another interval (indicate the interval)?	3.3 Daily
3.4. Who creates these records (e.g., employee, supervisor, or office staff)?	3.4 Payroll Department
3.5. Who checks the records, and what are they checking for?	3.5 Supervisors check daily for accuracy
3.6. What happens to these records?	3.6 Stored for seven years
3.7. Are they used as a source document to create Proposer's payroll?	3.7 Yes
3.8. ATTACH ACTUAL COPIES OF THESE RECORDS (Please blank out any personal information).	

4/29/08
12:42:50

Athens Services

Emp#: 2007 [redacted] Badge: [redacted]
Position: _____ Options: 1=Select 4=Delete B=Breakdown

Selected Range
From: 4/21/08
To: 4/27/08

Opt	Day	Date	In	Exc	Lun	Out	Exc	Hours	Sched	PayCd	Dept	Shf Cnf
	MON	4/21/08	430A		U	330P	I	10.50			2-OPS	Y
—	TUE	4/22/08	430A		U	115P		8.25			2-OPS	Y
—	WED	4/23/08	430A		U	1230P		7.50			2-OPS	Y
—	THU	4/24/08	430A		U	100P		8.00			2-OPS	Y
—	FRI	4/25/08	430A		U	130P	I	8.50			2-OPS	Y
—	SAT	4/26/08	500A		U	915A		4.25			2-OPS	Y
—												

Bottom

REG 40.00 OT 7.00

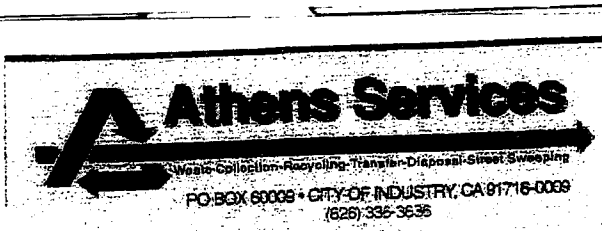
Total: 47.00

F3=Exit F6=Add F8=Adjust F9=Previous F10=Next
F11=Charge F12=Cancel F13=Actual F14=Defaults F15=Punches F16=Audit

SAMPLE COMPUTER PAYROLL RECORD

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

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
6. HOW PAYROLL IS PREPARED 6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid. 6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)? 6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made? 6.4. What information is provided on the check (e.g., deductions for taxes, etc.)? 6.5. **ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).**	6.1 Payroll is prepared and processed using Infinium Payroll/Human Resource Software and Kronos Timekeeper/AS. Updates are performed to the system as needed ensuring tax rates are always current. All state and federal guidelines regarding an employee's wages and hours are strictly adhered to. The payroll process is also put through a series of check and balances performed at the Payroll, Management, Executive and Owner levels prior to the payroll being finalized and checks being distributed. 6.2 Employees are paid weekly by automated checks generated in-house. Employees are also given the option of having their weekly wages directly deposited into their personal bank account. 6.3 Employees are given a single check for all hours paid. 6.4 In addition to the employees rate of pay, the date of the pay period being paid and the hours paid out the following information is shown on the employee's check stubs: Federal & State Tax deductions Health & Dental Insurance deductions 401K contribution deduction Garnishment/Levy deductions All YTD totals are noted on the check as well.



WELLS FARGO BANK 11-24 / 1210(8)

363103

DATE 1/25/2008

FIVE HUNDRED SEVENTEEN DOLLARS 61 CENTS

VOID

AMOUNT $******517.61***

PAY TO THE ORDER OF

THIS CHECK IS VOID WITHOUT A GREY BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

Athens Services

EMPLOYEE# RATE 15.5000 PAY PERIOD ENDED 1/20/2008 CHECK# 363103

HOURS REG 40.00 OT 5.75 SICK 1.25

EARNINGS	CURRENT	Y T D	DEDUCTIONS	CURRENT	Y T D
STRAIGHT TIME	620.00	620.00	FEDERAL INC TAX	58.68	58.68
OVERTIME	133.69	133.69	FICA TAX	42.77	42.77
SICK PAY	19.38	19.38	MEDICARE TAX	10.00	10.00
GROSS PAY	773.07	773.07	STATE INCOME TAX	8.89	8.89
			SDI	5.52	5.52
			HEALTH INSURANCE	44.50	44.50
			DENTAL INSURANCE	38.72	38.72
			401 K	46.38	46.38
			NET PAY	517.61	517.61

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
7. MANUAL PAYROLL SYSTEM 7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check. 7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?	
8. AUTOMATED PAYROLL SYSTEM 8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll. 8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid? 8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?	8.1 Time data from confirmed Kronos time reports are automatically uploaded into the Infinium Payroll system. The only manual entries entered are for current or previous week adjustments (missing hours), vacation pay and bonus pay. 8.3 The calculations are embedded in the software. Infinium notifies the IT Manager of any upcoming changes.

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

DATED: 8/20/2008 PROPOSER'S SIGNATURE: [signature]

Athens Services
Waste Collection • Recycling • Transfer • Disposal • Street Sweeping

County of Los Angeles
Department of Public Works

Section Thirteen

Subcontractor's Form List

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

Athens Services
Waste Collection • Recycling • Transfer • Disposal • Street Sweeping

County of Los Angeles
Department of Public Works

Section Fourteen

Living Wage Ordinance – Application for Exemption

Athens Services provides employees a generous health plan and competitive wage that exceeds the Living Wage by 30%. Athens Services is not seeking an Application for Exemption.

Athens Services
Waste Collection • Recycling • Transfer • Disposal • Street Sweeping

County of Los Angeles
Department of Public Works

Section Fifteen

Fuel Cost Adjustment

Athens Services purchases fuel at market price.

Section Sixteen

Bid Guaranty

Please see the envelope in the ORIGINAL document.

Athens Services
Waste Collection • Recycling • Transfer • Disposal • Street Sweeping

County of Los Angeles
Department of Public Works

Section Seventeen

Additional Information

Included in this section is:

A printout of our Website, www.AthensServices.Com which contains significant information regarding our experience, our customers, and our ability to provide high quality service to the County under this agreement.

A copy of the e-mail and attachments sent to all employees regarding Safe Surrender and EIC information.

Tommy Ouzoonian

From: Tommy Ouzoonian
Sent: Tuesday, August 05, 2008 1:59 PM
To: Everyone (Athens)
Subject: EIC / Safe Surrender

To be in compliance with our Los Angeles County RFP requirements, please review the attached materials with your staff.

SafeSurrender_.pdf

Thanks.

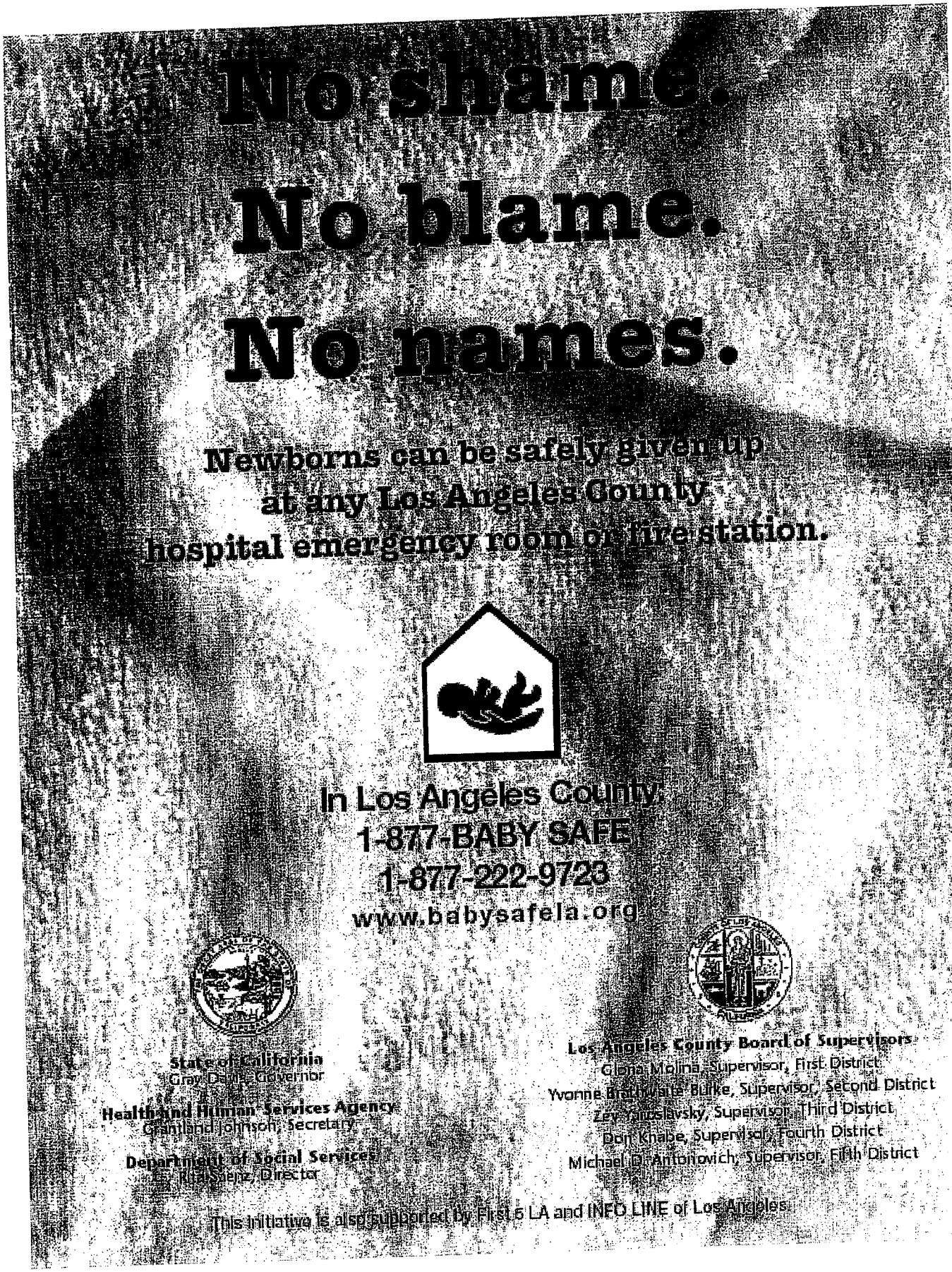
Tommy Ouzoonian
Planning Director

Athens Services
Box 60009
City of Industry, CA 91716
(888) 336-6100 Extension #2664
Fax (626) 369-4754
WWW.AthensServices.Com

Consider the environment. Please don't print this e-mail unless really needed.

This email message is for the sole use of the intended recipients and may contain confidential and/or privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message. Thank you.

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 6 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 C

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2007)

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 2007 are less than $39,783 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, 2008.

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 from the IRS website at *www.irs.gov* or by calling 1-800-829-3676.

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 2007 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 2007 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 2007 and owes no tax but is eligible for a credit of $825, he or she must file a 2007 tax return to get the $825 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2008 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.

Athens Services

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(888) 336-6100

HOME | ABOUT US | ABOUT MY CITY | PAY MY BILL | BULKY ITEM ORDER FORM | ROLL-OFF ORDER FORM | TAKE THE SURVEY

MATERIAL RECOVERY FACILITY | HAZARDOUS WASTE | SHARPS DISPOSAL | YARD WASTE | ELECTRONIC WASTE | FOODWASTE

RESIDENTIAL SERVICES | COMMERCIAL SERVICES | SWEEPING SERVICES | C & D SERVICES | SPECIAL WASTE

CONTACT US | CAREERS | SAMPLE INVOICE | PRIVACY | COMMUNITY SUPPORT

NEW SHARPS LAW NOW IN EFFECT - Click above on "Sharps Disposal" to le

RESIDENTIAL COMMERCIAL

Welcome to Athens Services!

Please Click Here to view the five-minute Athens Services Video!

At Athens Services we value each and every customer. Whether you are a new client or have been with us since the beginning over a half century ago, our approach to solid waste management services is driven by the desire to establish a long-term, mutually beneficial relationship.

We strive to maintain an attitude of total customer satisfaction. In order to achieve this goal, the entire organization has been structured into customer-driven business entities where quality of service is an obsession.

Please feel free to contact us any time via E-mail or on the telephone if you have questions about your service!

➡ click here to continue

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Athens Services

Waste Collection • Recycling • Transfer • Disposal • Street Sweeping

(888) 336-6100

About Us

Athens Services has been providing refuse removal and recycling services in Southern California for over 50 years. We are family-owned and operated, offering a variety of state-of-the-art services, including automated waste and recycling collection, greenwaste recycling programs, transfer and materials recovery, storage box rentals, and street and parking lot sweeping services.

We currently have long term service agreements with the following cities:

Azusa	Bell Gardens	Covina	Glendora	Irwindale
Monrovia	Montebello	Monterey Park	Palos Verdes Estates	Riverside
San Gabriel	San Marino	Sierra Madre	South El Monte	South Pasadena
Temple City	West Covina	West Hollywood		

Additionally, we service residential, commercial, and construction clients throughout Los Angeles County as listed below:

Altadena	Agoura	Basset	Burbank	Calabasas
Chatsworth	City Terrace	Commerce	Eagle Rock	East L.A.
El Segundo	El Sereno	Harbor City	Harbor Gateway	Glendale
Hacienda Hts	Highland Park	Hollywood	Irwindale	La Canada
La Puente	Lawndale	Long Beach	Los Angeles	Mission Hills
Monterey Hills	Montebello	Pasadena	Pomona	Reseda
Rowland Heights	San Fernando Valley	San Pedro	Santa Monica	Tarzana
Valinda	Van Nuys	West L.A.	Westlake Village	
Van Nuys	Vernon	And many	other communities	

You are always welcome to visit our modern facility and to experience, first hand, the pride and commitment to excellence in our operations. We are fully insured and have dedicated field account representatives to ensure your continued satisfaction.

At Athens Services we strive to maintain an attitude of total customer satisfaction. In order to achieve this goal, the entire organization has been structured into customer-driven business entities where quality of service is an obsession. At all levels, the company believes that the best way to accomplish quality and productivity is through empowering people. With such high expectations of quality service, Athens strives to maintain a motivating climate, furnishes the necessary resources, and makes sure that high quality job performance pays off.

Customer Service
Athens is committed to proactive, high quality service. From our cellular phone-dispatched Account Managers to our in-house, service-oriented staff, we respond quickly to your needs and requirements. We are able to translate over **150 languages**!

➔ **CONTACT CUSTOMER SERVICE**

Recycling

As the largest recycler in Los Angeles County, Athens is committed to helping your community meet its disposal needs through improved waste management.

Whether it's residential or commercial recycling services, Athens has the expertise to meet your needs.

➔ **ASK A RECYCLING QUESTION**

Safety
The safety and welfare of our employees and the citizens of the communities we serve are vitally important to Athens. In fact, employee and citizen safety is our first priority. In addition to maintaining safe, reliable equipment, all employees receive thorough, continuous on-the-job safety training.

Planning for safety and health is an important part of each department manager's job. Athens' corporate philosophy dictates that safety and health be a part of every business decision including purchasing, engineering, changes in work processes, and planning for potential emergencies.

Training is a very important element of such a program. This aspect of our program brings new ideas into the workplace, re-emphasizes safe practices, and helps to put other elements of our total safety program into action.

Athens commitment for ensuring that employees comply with safety and healthy work practices are discussed during the safety orientation and throughout the year at weekly meetings. Our employees benefit from safety and health training through fewer work-related injuries and illnesses, reduced stress and worry caused by exposure to hazards.

➔ **ASK A SAFETY QUESTION**

Community Involvement
Since the beginning, we have given back to the local communities we serve through supporting local service organizations, events, and projects.

Athens' mini-trash-truck is a favorite with children at parades and festivals throughout the San Gabriel Valley. The mini-truck, "Mighty Mike," in conjunction with the Company's recycling display and information booth, help residents and businesses to recognize ways to help improve our environment.

➔ **SEE A PHOTO OF MIGHTY MIKE**

Commercial Refuse Removal
From small businesses to the largest chain stores, Athens speaks the language of business.

As the largest commercial and industrial trash and recycling provider in Los Angeles County , Athens provides services that will ***exceed*** your expectations. Athens provides services in most areas of Los Angeles County and also the City of Riverside.

➔ **CONTACT THE SALES DEPARTMENT FOR A PROPOSAL**

Residential Services
Athens sets the standard for quality residential service. We provide a multitude of service types, from curbside pickup to custom back yard service.

Click on the link above for basic residential information. If you require further details, click on the link below.

➔ **CONTACT THE CUSTOMER SERVICE DEPARTMENT**

Materials Recovery Facility (MRF)
Tons of recyclable materials are extracted annually to meet AB939 recycling goals and delivered to post-consumer markets.

Click on the link to learn more about our state-of-the-art facility located in the City of Industry.

Temporary Services
Athens Services meets the needs of its customers everyday with dependable, low cost temporary rubbish containers, roll-off boxes, and storage containers. If you'd like to order a roll-off, please click here!

Whether it's residential or commercial recycling services, Athens has the expertise to meet your needs.

➔ **ORDER TEMPORARY SERVICE**

Street and Parking Lot Sweeping
Miles of city streets and commercial properties are swept clean each week by Athens employees.

Hazardous Waste
To avoid an interruption of your service, please do not place hazardous materials into your trash. Most paints, pesticides, and petroleum derivatives such as motor oil and solvents are considered hazardous wastes. Additionally, electronic waste such as fluorescent tubes, all batteries, televisions, computer monitors, and other items containing mercury are no longer allowed in your trash. Tires are also not allowed in the trash. State and Federal laws require special handling for these wastes and there are periodic L.A. County Hazardous Waste Roundups and Used Oil Collection Centers for proper disposal of hazardous materials. For more details, please call the HAZWASTE HOTLINE at (888) CLEAN-LA. **If hazardous waste is identified, it will be tagged and not collected.**

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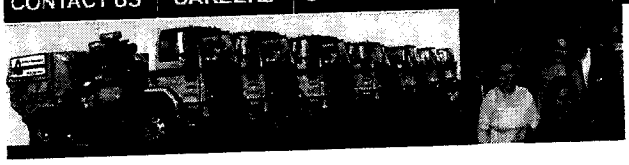
Athens Services

Waste Collection • Recycling • Transfer • Disposal • Street Sweeping

(888) 336 - 6100

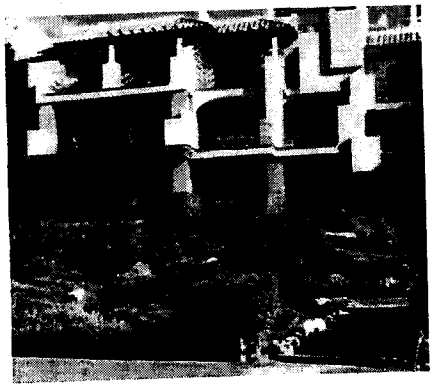


Street & Parking Lot Sweeping Services

- Full Service Sweeping
- Lowest Rates
- Seven Day Service Available
- State-of-the-Art Sweepers
- Fully Committed to Safety

- Large or Small Properties
- Commercial Businesses
- Homeowner Associations
- Apartment Buildings
- Parking Structures
- Industrial Companies

- **CONTACT THE SALES DEPARTMENT FOR A LOW-COST PROPOSAL**



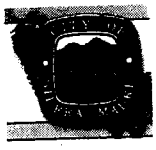
Official Street Sweeping Contractor for:

San Marino | South Pasadena | Azusa | Covina

Glendora

Temple City

Monterey Park



Sierra Madre

Our service areas include most of Los Angeles County; the San Gabriel Valley, Long Beach, and the South Bay

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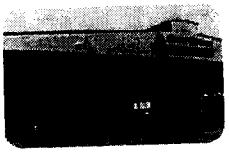
Material Recovery Facility

Our processing facility is located in unincorporated Basset near the City of Industry. The facility is a computer controlled, state-of-the-art plant designed specifically for the processing of municipal solid waste. Please see the storyboard below for details on how it operates.

Additionally, you can click here for downloadable information about the materials we recover from the waste stream!

The Athens Material Recovery facility is a computer controlled, state-of-the-art plant designed specifically for the processing of municipal solid waste.



Trash collected by Athens Services trucks from many cities in Los Angeles County is deposited onto the Tipping floor.

The materials are moved with heavy equipment onto the walking floors toward the processing equipment.

Utilizing a combination of machinery and human resources, recyclables are removed from the waste stream.

Besides providing a valued and needed service to the community, Athens Services is also one of the largest employers in the San Gabriel Valley.

Once sorted, recyclable materials are moved via conveyor to the baler.

There are more than 3 dozen commodities that the Athens facility removes from the waste stream. Most recently, Athens added the ability to recycle soiled carpeting and padding.

Once baled, materials are shipped to foreign and domestic markets. Because of our efficient, proprietary technology, Athens materials are in great demand throughout the world.

Additionally, Athens has a separate building for processing of construction and demolition debris, as well as other large loads of bulky recyclable materials, such as cardboard.

This part of the facility allows us to more economically retrieve recyclables, especially construction materials, from the waste stream.

In addition to recycling, the facility is also a transfer station. Trash is packed into our fleet of tractors and trailers for transfer of residual materials.

Trailers are efficiently top-loaded in the MRF transfer tunnel, after which the loads are covered and transported by Athens drivers to area landfills for disposal.

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Good Neighbor, Good Friend, Good Partner

We at Athens Services value our reputation as a responsible corporate citizen, caring employer and conscientious neighbor. It is important for us to sustain a relationship with the communities in which our employees, clients and customers reside. Through our participation in charitable causes, we have gained valuable insight into the needs and concerns of the communities we service.

In addition, Athens provides waste management and recycling services to over 300 local schools and other charitable organizations on a daily basis at a reduced rate. This is just one example of Athens' outreach efforts in the Southern California area.

The following are just a few of the many organizations we help support:

Adopt-a-Park	*Covina Area Youth Baseball*	*Mexican American Opportunity Foundation*	*San Gabriel Mission*
American Cancer Society	*D.A.R.E.*	*Miss Covina Scholarship Pageant*	*San Gabriel Sea Gulls Swim Team*
American Heart Association	*Dvorskaya Celebration of Learning*	*Monrovia Days*	*San Marino Library*
America Recycles Kids Day	*Gang Diversion Task Forces*	*Montebello Puerto Rican Festival*	*S. Pasadena Little League*
American Red Cross	*Girl Scouts*	*Monterey Park Chinese New Year*	*Sierra Madre Community Nursery School*
American Youth Soccer Association	*Great Glendora Festival*	*Monterey Park Library Foundation*	*Soroptimists*
Azusa Canyon Task Force	*Irwindale Educational Foundation*	*Mt. San Antonio College*	*South El Monte National Little League*
Azusa Pacific University	*Keep Riverside Clean & Beautiful*	*Muscular Dystrophy Association*	*Southwest Voter Registration Education Project*
Bailey Canyon Park Clean-Up	*Kiwanis*	*NAACP*	*Temple City American Little League*

Bluesapalooza Festival	*La Canada Flintridge Educational Foundation*	*National Kids Day*	*Temple City Camellia Festival*
Boy Scouts of America	*Lantern Festival of Monterey Park*	*Operation Santa Clothes*	*Tournament of Roses Association*
Bowling for the Blind	*Lincoln Training Center*	*Pasadena Humane Society*	*West Covina Rose Parade Float*
Boys & Girls Clubs	*Lions Clubs*	*Police National Night Out*	*West Covina Youth Pony Baseball*
California Street Hockey Association	*Los Angeles County Sheriffs Departments*	*Pomona Chamber of Commerce Silent Auction*	*West Hollywood Book Fair*
CCCA Golf	*MELA Center*	*Rotary Clubs*	*YMCA*
Cherry Blossom Festival	*MERCI*	*Salesian Family Youth Center*	*YWCA*

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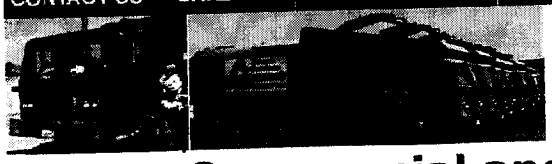
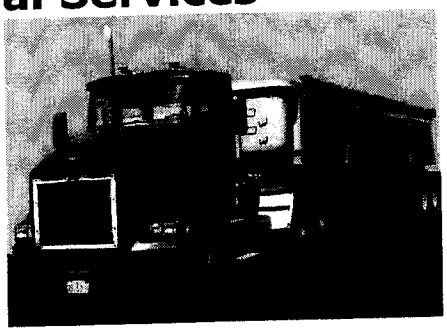
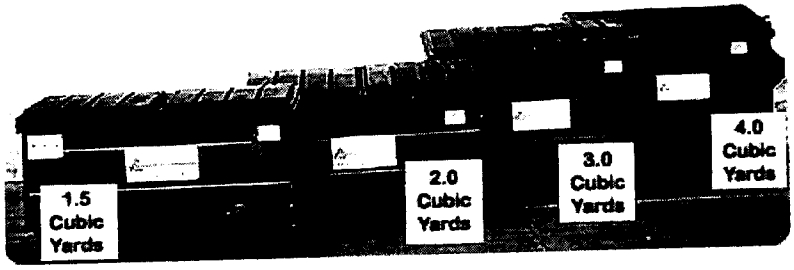


Commercial and Industrial Services



- Over 50 Years of Reliable Rubbish Removal and Recycling Service
- Exclusive Contractor to 17 Cities
- Fully Insured and Committed to Safety
- Modern, State-of-the-Art, Nextel Dispatched Trucks
- Nextel Dispatched Account Managers
- Devoted to Supporting the Communities We Service

Athens experienced staff will custom-design a program to meet your business needs.



Front-Load Trash Bin (Dumpster) Services

⇨CONTACT THE SALES DEPARTMENT FOR A PROPOSAL

⇨BIN DIMENSIONS

⇨MINIMUM SERVICE LEVELS REQUIRED FOR APTS. & BUSINESSES

⇨DOWNLOAD THE RULES AND REGULATIONS

⇨ORDER A ROLL-OFF BOX

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Residential Service - General Information

To get specific information about YOUR city, Click Here.

Collection Location and Time

Please place your containers at the curb by 6:00 a.m. on your collection day.

Holiday Listing

We observe the following holidays:

New Years Day	January 1
Memorial Day	Last Monday of May
Fourth of July	July 4
Labor Day	First Monday of September
Thanksgiving	4th Thursday of November
Christmas Day	December 25

If a holiday falls on your regular collection day, your pick-up will be delayed by one day.

Bulky and Hard to Handle items

For removal of bulky items including water heaters, furnaces, bed springs, mattresses, dressers, couches, washers, dryers, stoves, tables, chairs, refrigerators, freezers, air conditioners, patio furniture, bundles of woods or yard waste, etc., contact our office one day before your regular pickup day to schedule the pickup. **IMPORTANT: REMOVE AND SECURE ALL APPLIANCE DOORS TO PROTECT CHILDREN!**

Special Appliance Pick-up Information

You may qualify for **FREE CASH** from Southern California Edison! SCE often has special pick-up and rebate programs for appliances. Please click on the link **www.sce.com** or call 800-234-9722 for more information.

Use and Care of Your Automated Containers - Please download this file

Please click on the link above and print out a colorful brochure which will explain in detail the care and use of your residential automated

containers. (Where applicable.)

Bin Service
3-cubic yard trash bins (commercial dumpsters) are available for permanent or temporary service. please call our office for more details.

Roll Off Service
These containers will handle up to 30 cubic yards of material and are used for construction, demolition, landscape, or remodeling projects. Please call our office for more details or click here to order a roll-off.

Holiday Tree Recycling - TREES ARE 100% Recyclable!
Generally, Athens Services collects Holiday Trees on your normal pickup days from the day after Christmas through the second week of January each year. (Click here to see if there are specific rules for your city.)

Please remove stands, nails, ornaments, lights, and tinsel, and place the trees next to your regular trash containers. Trees with flocking or fire retardant ARE acceptable. Trees over 6 feet in length must be cut in half. If you miss the date for recycling, please cut up your tree and place it in your yard waste container(s.)

Please remember that normal residential trash collection is delayed by ONE DAY on the holiday weeks! If you would like further information, please call the number above or **Contact the Customer Service Department.**

Hazardous Waste
To avoid an interruption of your service, please do not place hazardous materials into your trash. Most paints, pesticides, and petroleum derivatives such as motor oil and solvents are considered hazardous wastes. Additionally, electronic waste such as fluorescent tubes, all batteries, televisions, computer monitors, and other items containing mercury are no longer allowed in your trash. Tires are also not allowed in the trash. State and Federal laws require special handling for these wastes and there are periodic L.A. County Hazardous Waste Roundups and Used Oil Collection Centers for proper disposal of hazardous materials. For more details, please call the HAZWASTE HOTLINE at (888) CLEAN-LA.

If hazardous waste is identified, it will be tagged and not collected.

Used Motor Oil Recycling
For information regarding recycling your used motor oil, please click on this link http://www.ciwmb.ca.gov/UsedOil/Centers/

Other Recycling Resources

Please click or call any of the agencies or companies below to meet your recycling needs.

888CleanLA Helpline
(888) CLEAN LA (888-253-2652)
www.888cleanla.com
Click on the Household Hazardous Waste Link.

LA Shares
(310) 301-9257
www.lashares.org
LA SHARES is a non-profit materials reuse program, which takes donations of reusable goods and materials and redistributes these items FREE OF CHARGE to

nonprofit organizations and schools throughout Los Angeles County.

Hewlett-Packard
Product Return and Recycling
www.hp.com/go/recycle
Enter "recycling" in search menu for the link to updated product return program information for computer hardware and printer cartridges.

CA Integrated Waste Management Board
Electronic Product Management Directory
www.ciwmb.ca.gov/Electronics/Collection/

Dell Computers
Dell Exchange Program
www.dell.com
Enter "recycling" in search menu for the link to updated product return program information.

RBRC Rechargeable Battery and Cell Phone recycling
http://www.rbrc.org/call2recycle

Mercury Disposal Systems
Fluorescent bulb disposal services for residents and businesses
http://www.nomerc.net

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