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

GAIL FARBER, Director

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

July 12, 2011

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

21 July 12, 2011

SACHI A. HAMAI
EXECUTIVE OFFICER

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

Dear Supervisors:

AWARD OF CONTRACT FOR STREET SWEEPING SERVICES FOR THE UNINCORPORATED AREA OF MARINA DEL REY, ET AL., ROAD DIVISION 233 AND ROAD DIVISION 433 (SUPERVISORIAL DISTRICTS 2 AND 4) (3 VOTES)

SUBJECT

This action is to award a contract for street sweeping services in the unincorporated area of Marina del Rey, et al., Road Division 233 and Road Division 433.

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 this service can be more economically performed by an independent contractor than by County of Los Angeles employees.

3. Award a contract for street sweeping services to CleanStreet, Inc., in an annual sum of $143,545 and a potential maximum contract sum of $789,498 for Marina del Rey, et al., Road Division 233 and Road Division 433; and direct the Mayor to execute the contract. This contract will be for a period of one year commencing on August 1, 2011, with four 1-year renewal options and a month-to-month extension for up to six months for a maximum potential term of 66 months.

4. Authorize the Director of Public Works or her designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contracts, if required, and to adjust the annual contract sum for each option year over the term of the contract to allow for any increase in fuel cost and disposal fee adjustments in accordance with the contract.

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide street sweeping services to County of Los Angeles (County) maintained streets, highways, alleys, and parking lots in the unincorporated County area of Marina del Rey, et al., Road Division 233 and Road Division 433. The contractor will service approximately 2,652 curb miles, 104 paved alley miles, and 639 parking lot sweepings each year. The Department of Public Works (Public Works) has contracted for these services since 1994.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). 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.

This contract is for an annual amount of $143,545 plus 10 percent of the contract sum for unforeseen, additional work within the scope of the contracts; and fuel and disposal fee adjustments in accordance with the contract. This amount is based on Public Works' estimated annual requirements for these services at the unit prices quoted by the contractor.

Funding for these services is included in the recommended Fiscal Year 2011-12 Road Fund Budget. Funds to finance the contract's option years, including 10 percent additional funding for contingencies, and fuel and disposal fee adjustments in accordance with the contract, will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor is CleanStreet, Inc., located in Gardena, California. The contract will commence on August 1, 2011, for a period of one year. With your Board's delegated authority, the Director of Public Works or her designee may renew this contract for four 1-year renewal options and a month to month extension for up to six months for a maximum potential term of 66 months.

The contract has been executed by the contractor and approved as to form by County Counsel (Enclosure A). The recommended contract was solicited on an open competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the requirements of the Chief Executive Officer and your Board.

The award of this contract will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. The contract contains terms and conditions supporting your Board's ordinances, policies, and programs including, but not limited to: the 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 Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board directed clauses that provide for contract termination or renegotiation.

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

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 contractor before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for these contracted services was submitted on February 9, 2011, to the appropriate unions for review. The unions have 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 the Los Angeles County Code, Section 2.121.380, have been met.

The contractor has agreed to pay their full-time employees the current Living Wage Rate approved by your Board on February 6, 2007, and to comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance (LWO) provisions apply to this proposed contract, as County employees can perform these contracted services. The contract complies with all of the requirements of the Los Angeles County Code, Section 2.201. The contractor will pay their full time employees the required minimum rates of $11.84 per hour without

health benefits, or $9.64 per hour with health benefits of $2.20 per hour, as specified in the LWO adopted by your Board and will comply with the County's Living Wage reporting requirements.

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

This Proposition A contract does not allow for cost-of-living adjustments for the option years. However, this contract does contain a provision for fuel 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 have been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301 (c) of CEQA.

CONTRACTING PROCESS

On February 10, 2011, Public Works solicited proposals from 71 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's bid website (Enclosure B), and an advertisement was placed in the Los Angeles Times.

On March 10, 2011, three proposals were received. 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/quality assurance program, financial resources, references, equipment, and demonstrated control over labor/payroll record keeping using the informed averaging methodology, for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, and apparent responsible contractor with the lowest responsive proposal, CleanStreet, Inc.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract 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,

GAIL FARBER
Director

GF:GZ:cg

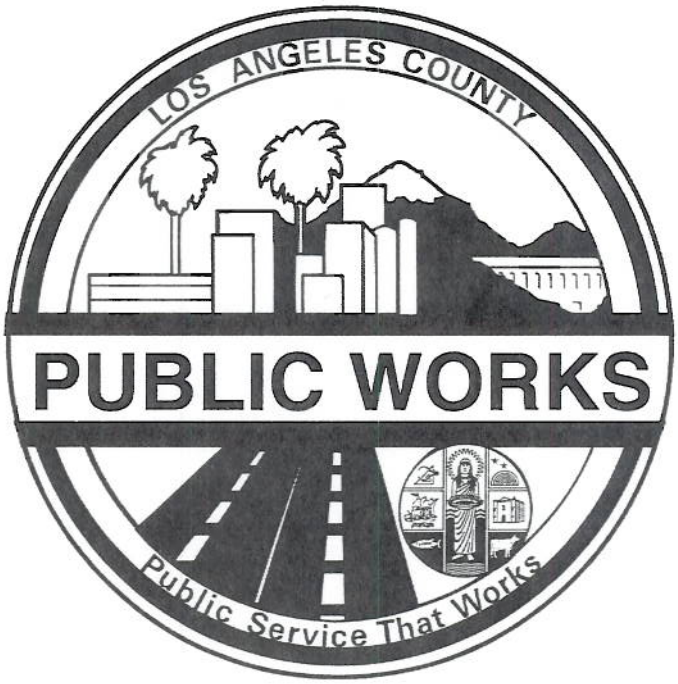
Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office
Office of Affirmative Action Compliance
(w/o enc.)

ENCLOSURE A

BOARD EXECUTE

Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

CLEANSTREET, INC.

FOR

STREET SWEEPING SERVICES IN MARINA DEL REY,
ROAD DIVISIONS 233 AND 433

77584

TABLE OF CONTENTS

AGREEMENT FOR STREET SWEEPING SERVICES IN MARINA DEL REY, ROAD DIVISIONS 233 AND 433

		PAGE
AGREEMENT		1-5
EXHIBIT A	**Scope of Work**	A.1-19
EXHIBIT B	**Service Contract General Requirements**	
Section 1	Interpretation of Contract	
A.	Ambiguities or Discrepancies	B.1
B.	Definitions	B.1
C.	Headings	B.3
Section 2	Standard Terms and Conditions Pertaining to Contract Administration	
A.	Amendments	B.4
B.	Assignment and Delegation	B.4
C.	Authorization Warranty	B.5
D.	Budget Reduction	B.5
E.	Complaints	B.5
F.	Compliance with Applicable Laws	B.6
G.	Compliance with Civil Rights Laws	B.6
H.	Confidentiality	B.7
I.	Conflict of Interest	B.7
J.	Consideration of Hiring County Employees Targeted for Layoffs or Former County Employees on Reemployment List	B.8
K.	Consideration of Hiring GAIN and GROW Participants	B.8
L.	Contractor's Acknowledgment of County's Commitment to Child Support Enforcement	B.8
M.	Contractor's Charitable Activities Compliance	B.8
N.	Contractor's Warranty of Adherence to County's Child Support Compliance Program	B.9
O.	County's Quality Assurance Plan	B.9
P.	Damage to County Facilities, Buildings, or Grounds	B.9
Q.	Employment Eligibility Verification	B.10
R.	Facsimile Representations...	B.10
S.	Fair Labor Standards	B.10
T.	Force Majeure	B.11
U.	Governing Laws, Jurisdiction, and Venue	B.11
V.	Most Favored Public Entity	B.11
W.	Nondiscrimination and Affirmative Action	B.12
X.	Nonexclusivity	B.13
Y.	No Payment for Services Provided Following Expiration/Suspension/Termination of Contract	B.13
Z.	Notice of Delays	B.13
AA.	Notice of Disputes	B.13

BB. Notice to Employees Regarding the Federal Earned Income Credit... B.14
CC. Notices... B.14
DD. Publicity... B.14
EE. Public Records Act... B.15
FF. Record Retention and Inspection/Audit Settlement... B.15
GG. Recycled-Content Paper Products... B.17
HH. Security and Background Investigations... B.17
II. Subcontracting... B.17
JJ. Validity... B.18
KK. Waiver... B.18
LL. Warranty Against Contingent Fees... B.18

Section 3 Terminations/Suspensions

A. Termination/Suspension for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program ... B.20
B. Termination/Suspension for Convenience ... B.20
C. Termination/Suspension for Default ... B.21
D. Termination for Improper Consideration ... B.22
E. Termination/Suspension for Insolvency ... B.22
F. Termination for Nonadherence of County Lobbyists Ordinance ... B.23
G. Termination/Suspension for Nonappropriation of Funds ... B.23

Section 4 General Conditions of Contract Work

A. Authority of Public Works and Inspection ... B.24
B. Cooperation ... B.24
C. Cooperation and Collateral Work ... B.24
D. Equipment, Labor, Supervision, and Materials ... B.24
E. Gratuitous Work ... B.24
F. Jobsite Safety ... B.24
G Labor ... B.25
H Labor Law Compliance ... B.25
I. Overtime ... B.25
J. Permits/Licenses ... B.25
K. Prohibition Against Use of Child Labor ... B.25
L. Public Convenience ... B.26
M. Public Safety ... B.26
N. Quality of Work ... B.26
O. Quantities of Work ... B.26
P. Safety Requirements ... B.26
Q. Storage of Materials and Equipment ... B.27
R. Transportation ... B.27
S. Work Area Controls ... B.27

Section 5 Indemnification and Insurance Requirements

A. Independent Contractor Status ... B.28
B. Indemnification ... B.28
C. Workplace Safety Indemnification ... B.28
D. General Insurance Requirements ... B.29
E. Compensation for County Costs ... B.32

F. Insurance Coverage Requirements B.32
Section 6 Contractor Responsibility and Debarment
A. Responsible Contractor B.34
B. Chapter 2.202 of the County Code..... B.34
C. Nonresponsible Contractor B.34
D. Contractor Hearing Board B.34
E. Subcontractors of Contractor B.35
Section 7 Compliance with County's Jury Service Program
A. Jury Service Program B.36
B. Written Employee Jury Service Policy B.36
Section 8 Safely Surrendered Baby Law Program
A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law B.38
B. Notice to Employees Regarding the Safely Surrendered Baby Law.. B.38
Section 9 Compliance with County's Living Wage Program
A. Living Wage Program..... B.39
B. Payment of Living Wage Rates..... B.39
C. Contractor's Submittal of Certified Monitoring Reports..... B.40
D. Contractor's Ongoing Obligation to Report Labor Law/Payroll..... B.41
E. County Auditing of Contractor Records..... B.41
F. Notifications to Employees..... B.41
G. Enforcement and Remedies..... B.42
H. Use of Full-Time Employees..... B.43
I. Contractor Retaliation Prohibited..... B.44
J. Contractor Standards..... B.44
K. Neutrality in Labor Relations..... B.44
Section 10 Transitional Job Opportunities Preference Program..... B.45
Section 11 Local Small Business Enterprise (SBE) Preference Program..... B.46
Section 12 Compliance with County's Defaulted Property Tax Reduction Program..... B.47

EXHIBIT C Internal Revenue Service Notice 1015
EXHIBIT D Safely Surrendered Baby Law Posters
EXHIBIT E Defaulted Property Tax Reduction Program
EXHIBIT F Project Location/Vicinity Maps
EXHIBIT G Sample Fuel Adjustment Calculation

BOARD EXECUTE

AGREEMENT FOR

STREET SWEEPING SERVICES IN
MARINA DEL REY - ROAD DIVISIONS 233 AND 433

THIS AGREEMENT, made and entered into this 12th day of July, 2011, 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 California Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on March 10, 2011, hereby agrees to provide services as described in this Contract for street sweeping services in Marina del Rey - Road Divisions 233 and 433.

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, Defaulted Property Tax Reduction Program; Exhibit F, Project Location/Vicinity Maps; Exhibit G, Sample Fuel Adjustment Calculation; 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.

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THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2.5, an amount not to exceed $143,545 per year or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year commencing on August 1, 2011. At the sole discretion of the COUNTY, this Contract may be extended in increments of one year, for a maximum potential contract of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of extending the contract for the full one year, this Contract may be extended on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal. In addition, upon notice of at least ten days, the Director may extend the

final Contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY.

FIFTH: The CONTRACTOR shall bill monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2.5, Schedule of Prices.

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

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

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

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

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

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

ELEVENTH: The CONTRACTOR may request an annual adjustment on 5 percent of the hourly rate of compensation set forth in Form PW-2.5

(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 (DOE). The following DOE websites will be utilized for fuel adjustments:

- for Diesel (On-Highway) and Gasoline - All Grades (Regular) for California at http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_sca_m.htm
- for Liquid Propane Gas (LPG) using West Coast (PADD 5) "Commercial/ Institutional" at http://tonto.eia.doe.gov/dnav/pet/pet_pri_prop_dcu_r50_m.htm
- 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," at http://www.eere.energy.gov/afdc/price_report.html as appropriate to the vehicle(s) used. 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 requesting date of the adjustment. However, when the percentage increase or decrease in the fuel price is less than 5 percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, the hourly rate of compensation to establish the adjusted hourly rate of compensation. A sample calculation is included in Exhibit G. Public Works shall be permitted to audit the CONTRACTOR'S fuel usage, fuel costs, and fuel procurement methods for the vehicles used in providing the service and the CONTRACTOR shall provide records pertaining to its fuel costs upon the COUNTY'S request. The CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR changes from purchasing fuel using Market Prices, to a long-term agreement for fuel purchases.

TWELFTH: The CONTRACTOR may request an annual adjustment in the "Curb Mile" and "Paved Alley Mile" unit prices set forth in Form PW-2.5 (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 5 percent of the "Curb Mile" and "Paved Alley Mile" unit prices may be adjusted for increases or decreases in the disposal fee. The CONTRACTOR shall substantiate the change in cost for refuse disposal to the satisfaction of the Director. The CONTRACTOR supplied documentation shall include disposal site receipts, driver route schedules, vehicle numbers, summary sheets of monthly disposal costs and fees charged per ton, detailed comparisons of current and previous disposal fee, and any additional documentation requested by the COUNTY to establish most current disposal fees. The CONTRACTOR shall also provide an explanation for use or nonuse of any alternate disposal sites.

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

COUNTY OF LOS ANGELES

By _____
Mayor, County of Los Angeles

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:

ANDREA SHERIDAN ORDIN
County Counsel

By _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

21 JUL 12 2011

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

77584

P:\aspub\CONTRACT\Lorena\Street Sweeping\2011\05 AWARD\FINAL AGREEMENT COUNTY CHAIR EXECUTE_Marina.docx

ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles } SS.

On June 10, 2011 (DATE), before me, Juanita Jolean Moran, Notary,
personally appeared Jere Costello and Rick Anderson, 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.

JUANITA JOLEAN MORAN
COMM. # 1893832
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXP. JUNE 26, 2014

WITNESS my hand and official seal.

Juanita Jolean Moran
NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER _____ TITLE(S)
- ☐ PARTNER(S)
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

_____ TITLE OR TYPE OF DOCUMENT

_____ NUMBER OF PAGES

_____ DATE OF DOCUMENT

_____ OTHER

SIGNER (PRINCIPAL) IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

RIGHT THUMBPRINT OF SIGNER

Top of thumbprint here

NOTARY BONDS, SUPPLIES AND FORMS AT HTTP://WWW.VALLEY-SIERRA.COM © 2005-2008 VALLEY-SIERRA INSURANCE

SCOPE OF WORK

STREET SWEEPING SERVICES

A. Public Works Contract Manager

Public Works Contract Manager will be:

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

For Marina del Rey, et al., Road Division 233 and Road Division 433, Mr. Jeffrey Donaldson of Road Maintenance Division's Road Maintenance District 3 – Westchester, who may be contacted at (310) 348-6448 ext. 235, e-mail address: jdonald@dpw.lacounty.gov, Monday through Thursday, and alternate Fridays, 6:30 a.m. to 4 p.m.

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

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

Exhibits F.1 through F.5 Project Location/Vicinity Maps, provide a more detailed outline of each street sweeping area's limits. The street sweeping area maps are provided in the following exhibits:

Exhibit F.1 – South Whittier
Exhibit F.2 – West Whittier
Exhibit F.3 – Valinda/Hacienda Heights Area
Exhibit F.4 – Azusa/Covina/Claremont Area
Exhibit F.5 – Marina del Rey Area, et. al., Road Divisions 233 and 433 (RD 233 and RD 433)

C. Work Description

Contractor shall sweep and/or clean once a week all public streets, paved alleys, and curbed medians within the Project limits as shown in Exhibits F.1 through F.5, Project Location/Vicinity Maps. The word "sweeping" shall define an

operation, and the method shall not be limited to the use of a power broom street sweeper. Unless otherwise stated, work shall be measured in either Curb Miles or Paved Alley Miles. A Curb Mile is defined as a swept path not less than 10 feet wide for a total length of 5,280 feet. Both gutter brooms must be down for this definition to apply. A Paved Alley Mile 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, both brooms down, at a maximum speed of not more than six miles per hour (eight miles per hour in South and West Whittier) on each side of the street adjacent and parallel to the curb face and shall include curb returns and cross gutters at intersecting streets. Where there is a raised median, sweeping shall also consist of a single swept path on each side of the median adjacent and parallel to the median curb face.

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

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

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

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

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

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

1. Sweeping of streets that have posted parking restrictions specified for street sweeping shall only be swept during the posted days and hours. After the contract has been awarded, a list of posted streets shall be provided to the Contractor.

2. Areas shall not be swept on the same day trash pickup is scheduled. Whenever feasible, sweeping shall be scheduled the day after trash pickup (but no more than two days after trash pickup). Contractor shall be responsible for determining when trash pickups are scheduled. Trash pickup schedules for some County areas may be found in the following website: http://ladpw.org/epd/cleanla/default.html.

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

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

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

6. Residential areas, except for streets adjacent to schools, shall not be swept prior to 7 a.m. or after 3:30 p.m.

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

E. Alternate Day Sweeping Schedule – (All Areas Except Marina del Rey, et al., RD233 and RD433)

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

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

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

F. Inclement Weather

During inclement weather, the Contract Manager or his designee may cancel the day's scheduled sweeping. In such cases, the Contractor will be contacted and sweeping will immediately be stopped. Contractor shall be paid for sweeping performed before the call was made to stop sweeping.

G. Holidays - (All Areas Except Marina del Rey, et al., RD 233 and RD 433)

The Contractor shall not sweep during these County observed holidays: Martin Luther King Day, Presidents Day, Memorial Day, 4th of July, Labor Day, Columbus Day, Veterans Day, Thanksgiving, the day after Thanksgiving, Christmas and New Years Day. There shall be no makeup sweeping for holidays. For Marina del Rey, et al, unless otherwise directed by the Contract Manager, the Contractor shall sweep during all County observed holidays listed above.

H. 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 (i.e. area was not swept, debris remaining on the gutter, etc.) the Contract Manager may direct Contractor to resweep the subject areas 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 S, Inspection and Acceptance of the Work.

I. Contractor's Sweepers Mandatory Requirements

The type of equipment utilized in this service shall be stated on the Statement of Equipment Form (Form PW-18).

For the Marina Del Rey area, the Contractor shall use only vacuum (regenerative air) sweepers to perform sweeping operations on all streets, alleys, and parking lots. Mechanical (broom) sweepers or vacuum (regenerative air) sweepers are acceptable in all other service areas.

J. Parking Lot Sweeping – (Marina del Rey, et al., RD 233 and RD 433 Only)

In addition to sweeping of streets, curbed medians, paved alleys and other incidental work, the Contractor shall also sweep public parking lots operated by the County of Los Angeles Department of Beaches and Harbors in Marina del Rey designated as parking lots 1 through 20 as shown in Exhibit F.5.

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

Areas that cannot be swept with power sweeping equipment, such as, but not limited to the areas behind wheel stops, and narrow spaces shall be hand cleaned to comply with this Exhibit's paragraph H, Standard of Performance, below.

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

K. Key Control – (Marina del Rey, et al., RD 233 and RD 433 Only)

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

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

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

M. Utilities/Water

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

N. Storage Facilities

The County will not provide storage facilities for the Contractor.

O. 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 rights of way, Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations.

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

P. 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.

Q. Best Management Practices

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

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

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

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

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

CD16 (2)	Concrete Waste Management
NO.	VEHICLE AND EQUIPMENT MANAGEMENT
CD18(2)	Vehicle and Equipment Cleaning
CD19(2)	Vehicle and Equipment Fueling
CD20(2)	Vehicle and Equipment Maintenance
NO.	TRAINING
CD40	Employee/Subcontractor Training
NO.	PHYSICAL STABILIZATION
CD26A(2)	Soil Stabilizer/Dust Control

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

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

The County, as a permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. Full compensation for the implementation of BMPs shall be considered as included in the Total Annual Proposed Price shown in Form PW-2, Schedule of Prices. Should Contractor fail to comply with any BMP, the County will suffer damages, including, but not limited to, having to bear the risk of delay and disruption of its street sweeping program. The amount of such damages is and will continue to be extremely difficult and impracticable to ascertain. Execution of this Contract shall constitute agreement by the County and Contractor that $1,000 per day is the minimum value of the cost and actual damage caused by Contractor's failure to fully implement any BMP, that such sum is liquidated damages and shall not be construed as a penalty and that such sums may be deducted from payments due to Contractor if such failure occurs. However, such liquidated damages do not include losses resulting from the imposition of fines and penalties and other enforcement actions by administrative agencies. The County may assess Contractor, as liquidated damages, $1,000 for each calendar day that Contractor has not fully implemented one or more of the BMPs specified

for this Contract and/or is otherwise in noncompliance with these provisions. In addition, Contractor shall defend, indemnify, and hold harmless the County and its officers, employees, and agents from any fine, penalty, or enforcement action (including attorney fees, legal costs, and staff costs) imposed or brought by any person or entity on account of Contractor's alleged lack of compliance with these provisions or nonimplementation of the specified BMPs. The County may deduct, from the payment due to Contractor, amounts necessary to cover such fines and costs.

R. Prosecution of Work

To minimize public inconvenience, Contractor shall diligently prosecute the work in the manner and at the times specified in this Exhibit A, Scope of Work, and shall at all times comply with the approved sweeping schedule. If, as determined by the Contract Manager, Contractor fails to prosecute the work to the extent that the public may be inconvenienced, Contractor shall, upon orders from the Contract Manager, immediately resume diligent prosecution of the work. All cost of prosecuting the work as described herein shall be included in Contractor's Total Annual Proposed Price.

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

S. Inspection and Acceptance of the Work

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

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

A "location" is generally defined as an alley and/or side of any street between two adjacent streets, a cul-de-sac, and/or a dead-end street. A 5 percent deduction of payment for that day's sweeping mileage shall be assessed for each and every location that is not swept in accordance with these Specifications and Plans. Photos and documentation for all deficient locations will be provided to Contractor on the working day following the inspection for all deficient locations.

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

1. No debris shall be in or on the street or gutter within 8 feet of the curb face. Debris includes, but is not limited to, trash, grass, leaves, soil, bottles, broken glass, rocks, and other refuse.

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

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

T. Suspension of Work

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

U. Noncompliance with Plans and Specifications

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

V. 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; and only if no other alternate-fuel street sweeper is available, 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 H, Standard of Performance.

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

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

W. Global Positioning System

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

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

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

4. Contractor shall pay for all costs related to the GPS, including hardware, software, activation fees, technical support, and monthly service charge fees. There is no separate bid item for the GPS.

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

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

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

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

9. The GPS shall generate an e-mail alert when the following events occur:

   a. Sweeper exceeds six miles per hour (eight miles per hour in South and West Whittier) and brooms are down.

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

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

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

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

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

X. Reports

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

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

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

3. When missed areas were swept.

4. Number of complaints received each day.

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

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

Y. Measurement

The Contractor is required to design an approved weekly "alternate day" sweeping schedule for all areas except Marina del Rey, et al., RD 233 and RD 433 contract. There is no separate bid item for creating this schedule.

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

Additional sweeping of streets, as defined in this Exhibit's paragraph CC, Additional Sweeping, that require the total width of the street to be swept shall be measured on the basis of the width of street in feet divided by 10 (both gutter brooms down) to determine the Curb Miles per mile of length.

Z. Contractor's Representative

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

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

AA. 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.

BB. Plans and Specifications

Included as part of this Contract are Exhibits F.1 through F.5 Project Location/Vicinity Maps 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.

CC. Additional Sweeping

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

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

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

DD. Changes Resulting from Schedule Disruption

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

Any such required sweeping made necessary by inclement weather shall meet the requirements of this Exhibit's paragraph H, 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 CC, Additional Sweeping.

When any holiday or observance as specified in the Government Code of the State of California occurs on a regular scheduled sweeping day, and said sweeping area is not swept in observance of said holiday, the subject sweeping area shall when ordered by the Contract Manager be swept within two working days of the regularly scheduled sweeping day without interruption of the regular sweeping schedule. Any such requested sweeping shall meet the requirements of this Exhibit's paragraph H, 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.

EE. 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 Project Location/Vicinity Maps (Exhibits F.1 through F.5). 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.

FF. 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.

GG. 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.

HH. 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.

II. Special Safety Requirements

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

JJ. 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.

KK. 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.

LL. Automated Parking Enforcement System (Photo Enforcement System)

The County may desire to have the ability to issue automated enforcement citations for parking violations during the designated hours of operation for a street-sweeping parking lane as may be provided in Section 40245 et seq. of the California Vehicle Code. When requested by the Contract Manager, the Contractor shall permit the placement of a digital camera system by a County-approved vendor in order for the private vendor to capture information from vehicles that are parked during the designated street sweeping parking enforcement hours within the parking lane. The Contractor shall be prohibited from utilizing any images collected from this automated enforcement digital camera system (Photo Enforcement System), including license plate numbers, for any purpose other than establishing appropriate context to support the parking violation. The Contractor shall maintain individual privacy, and shall take all steps in ensuring confidential data is handled in accordance with the Vehicle Code and any established guidelines of the County approved private vendor. The County will reimburse the Contractor for costs directly associated with the implementation and continuous compliance with the Photo Enforcement System, upon presentation of the invoice submitted to the Contractor by the County-approved private vendor.

MM. 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 $500 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, Exhibit E – Defaulted Property Tax Reduction Program, 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 or a change order to this Contract shall be prepared by Public Works and signed by the Contractor.

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

4. For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a change order shall be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it shall be approved by Public Works and signed by the Contractor and the County.

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

E. Complaints

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

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

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

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

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

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

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

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

F. 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 consistent with the corrective action measures, County may suspend or terminate this Contract for default or impose other penalties as specified in this Contract.

P. Damage to County Facilities, Buildings, or Grounds

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, the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

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

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor

Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Force Majeure

1. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

2. Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

3. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

U. 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.

V. Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or

district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

W. Nondiscrimination and Affirmative Action

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

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

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

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

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

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

7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While County reserves the right to determine independently that the antidiscrimination

provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.

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

X. 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.

Y. 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.

Z. Notice of Delays

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

AA. Notice of Disputes

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

BB. Notice to Employees Regarding the Federal Earned Income Credit

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

CC. Notices

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

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

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

DD. Publicity

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

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

2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of

County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.

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

EE. Public Records Act

1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's 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.

FF. Record Retention and Inspection/Audit Settlement

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

material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

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

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

4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is

for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

GG. Recycled-Content Paper Products

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

HH. Security and Background Investigations

Security and background investigations of Contractor's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting Contract. The cost of background checks is the responsibility of the Contractor.

II. Subcontracting

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

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

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

   b. A draft copy of the proposed subcontract; 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.

JJ. Validity

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

KK. Waiver

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

LL. Warranty Against Contingent Fees

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/SUSPENSIONS

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

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

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

D. Termination/Suspension for Improper Consideration

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

2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

E. 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/Suspension 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 of this Contract.

G. Termination/Suspension for Nonappropriation of Funds

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

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. 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, including compliance with prevailing wage laws. The Contractor is responsible for selecting the classification of workers, which will be required to perform this service in accordance with the Contractor's method of performing the work and when applicable, is required to pay current prevailing wage rate s adopted by the Director of the Department of Industrial Relations and will indemnify the County for any claims resulting from their failure to so comply. Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

I. Overtime

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

J. Permits/Licenses

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

K. Prohibition Against Use of Child Labor

1. Contractor shall:

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

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

c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions; 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 the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers 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. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature

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

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph and Paragraph E of this Section. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

2. Evidence of Coverage and Notice to County - A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

   a. Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.

   b. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance

Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

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

d. Certificates and copies of any required endorsements shall be sent to:

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

e. Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

3. Additional Insured Status and Scope of Coverage - The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies

the Required Insurance provisions herein.

4. Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

5. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

6. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

7. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

9. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

10. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to

reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

11. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

12. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

13. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

14. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers shall be designated as an Additional Covered Party under any approved program.

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

E. Compensation for County Costs

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

F. Insurance Coverage Requirements

1. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents,

Employees and Volunteers as an additional insured, with limits of not less than:

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

2. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor is a temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

B. Chapter 2.202 of 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.

SECTION 12

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. Defaulted Property Tax Reduction Program

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

B. Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph B, above, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

EXHIBIT C

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2010)

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 2010 are less than $48,362 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, 2011.

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 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 Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2010 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 2010 and owes no tax but is eligible for a credit of $829, he or she must file a 2010 tax return to get the $829 refund.

Can My Employees Get Advance EIC Payments?

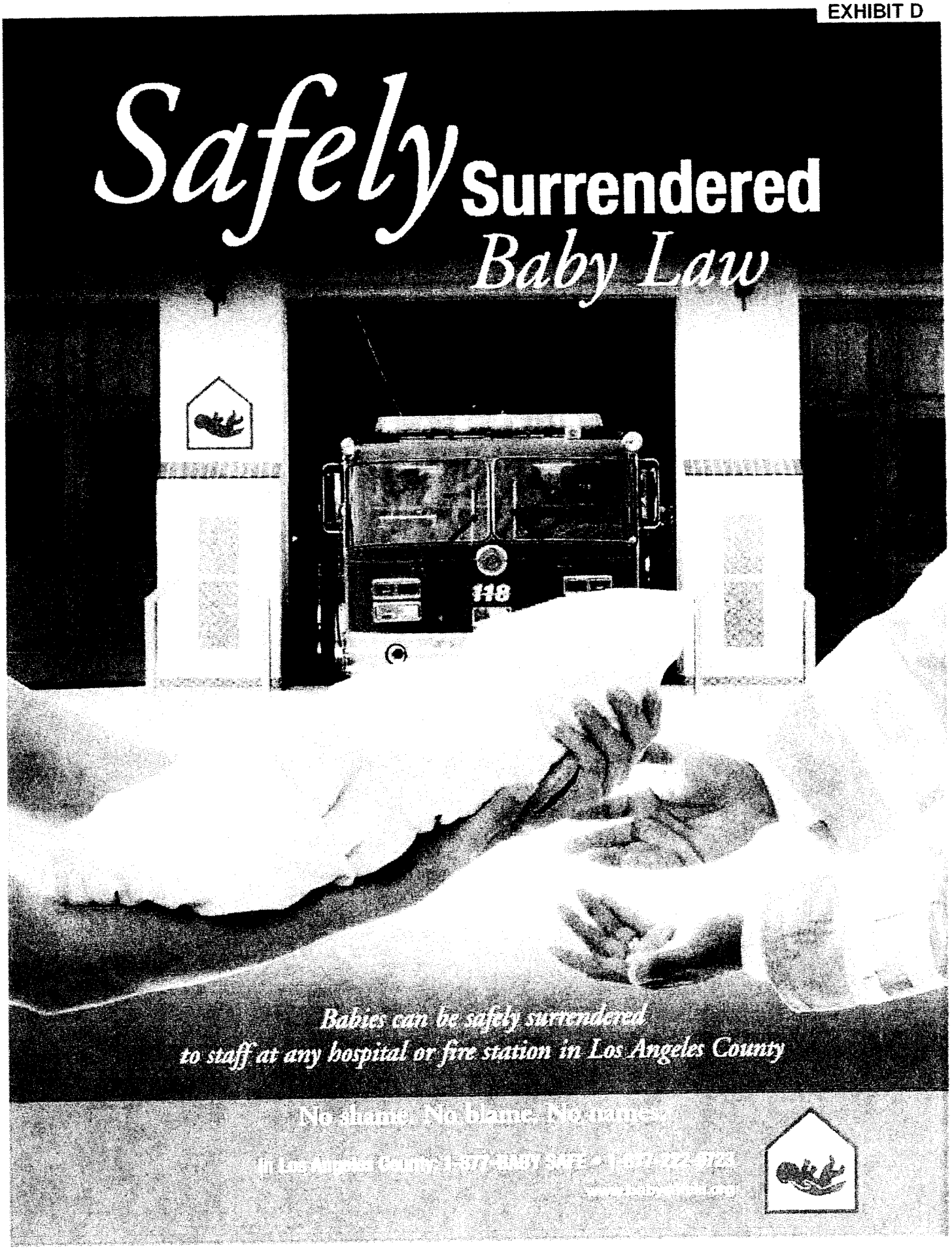
After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their 2011 return.

Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

Notice **1015** (Rev. 12-2010)
Cat. No. 20599I

Printed on recycled paper

EXHIBIT D


Safely Surrendered
Baby Law

Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

EXHIBIT D

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

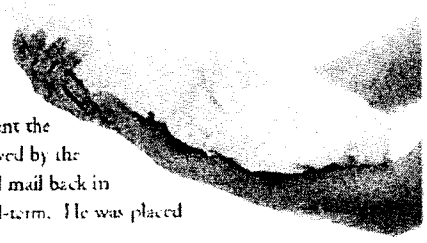
What happens to the parent or surrendering adult?

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

Why is California doing this?

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

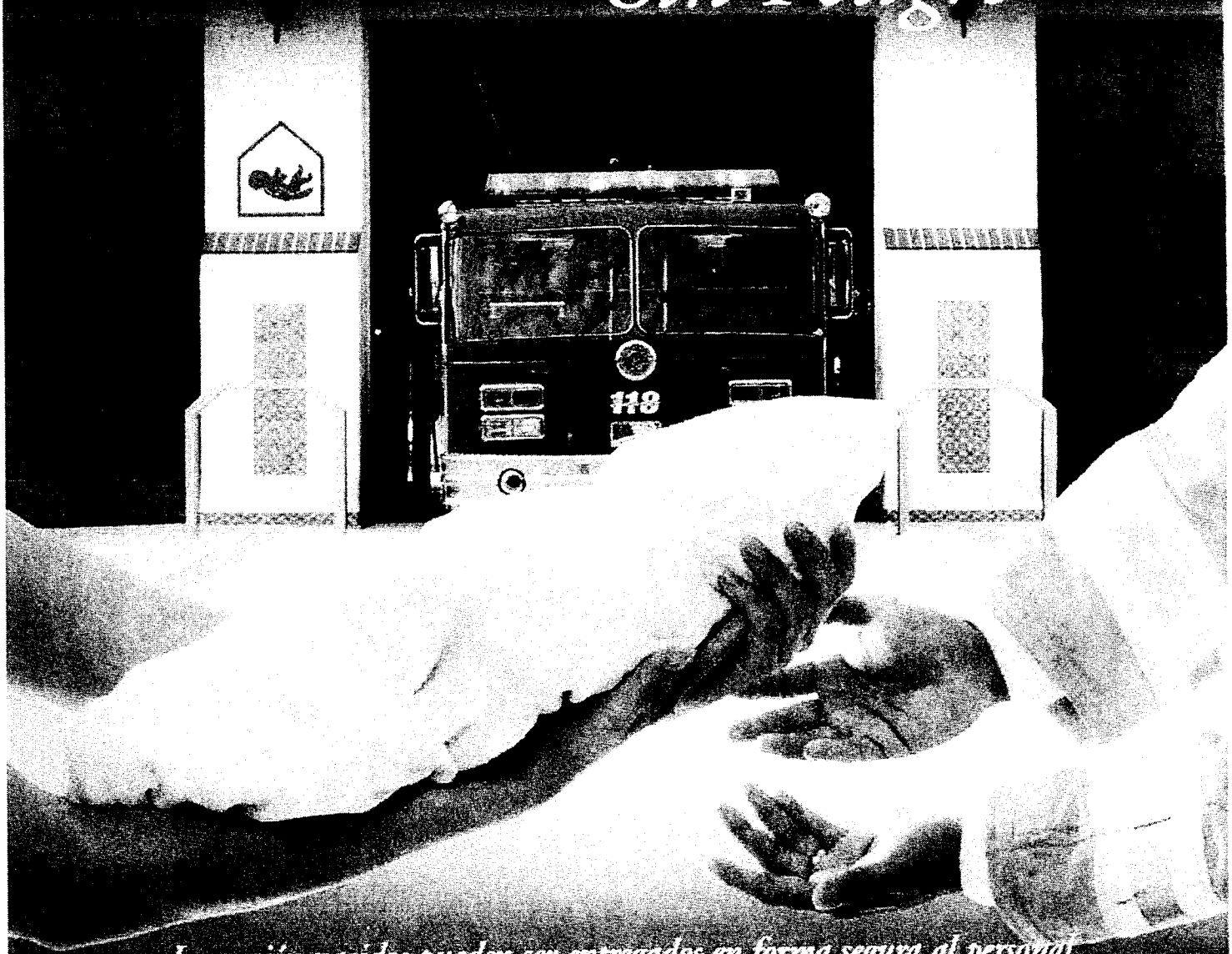
A baby's story



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

EXHIBIT D

Ley de Entrega de Bebés *Sin Peligro*



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

Sin juicio. Sin culpa. Sin nombres.

En el Condado de Los Ángeles [illegible]

EXHIBIT D

Ley de Entrega de Bebés *Sin Peligro*

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

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

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

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

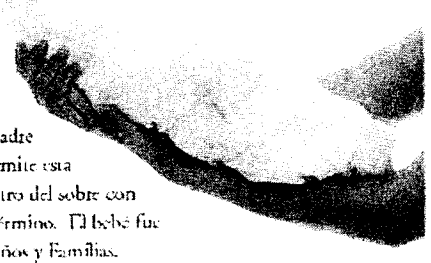
¿Qué pasará con el padre/madre o adulto que entregue al bebé?

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé



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

Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.

B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.

D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.

E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.

G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

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

2.206.040 Required solicitation and contract language.

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

A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;

B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract and

C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in

compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under $50,000;

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;

3. A purchase made through a state or federal contract;

4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;

5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement

6. Purchase orders issued by Internal Services Department under $100,000 that is not the result of a competitive bidding process.

7. Program agreements that utilize Board of Supervisors' discretionary funds;

8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;

9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;

10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;

11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor

provision;

12. A non-agreement purchase worth a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;

14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,

3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

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

EXHIBIT F.1

EXHIBIT A

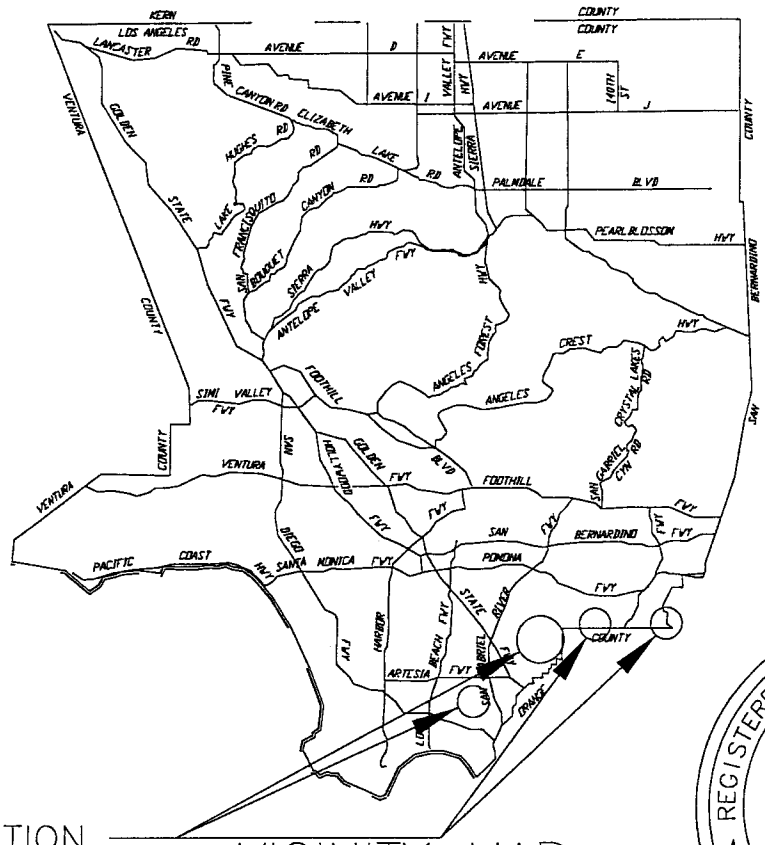
LOS ANGELES COUNTY
DEPARTMENT OF PUBLIC WORKS

PROJECT ID NO. RMD4406005

PRIME CONTRACTOR LICENSE REQUIRED: NONE

STREET SWEEPING – SOUTH WHITTIER

TOTAL LENGTH: 290.89 MILES



PROJECT LOCATION

VICINITY MAP

No Scale

REGISTERED PROFESSIONAL ENGINEER
RICARDO GORDILLO
C 66437
EXP. 06/30/2012
CIVIL
STATE OF CALIFORNIA

INDEX OF SHEETS

SHT	1	Title Sheet
SHTS	2–29	Location Maps
SHTS	30–31	Summary, Alleys & Medians

APPROVED GAIL FARBER DIRECTOR OF PUBLIC WORKS

BY _____ DEPUTY DIRECTOR DATE

SUBMITTED

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

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

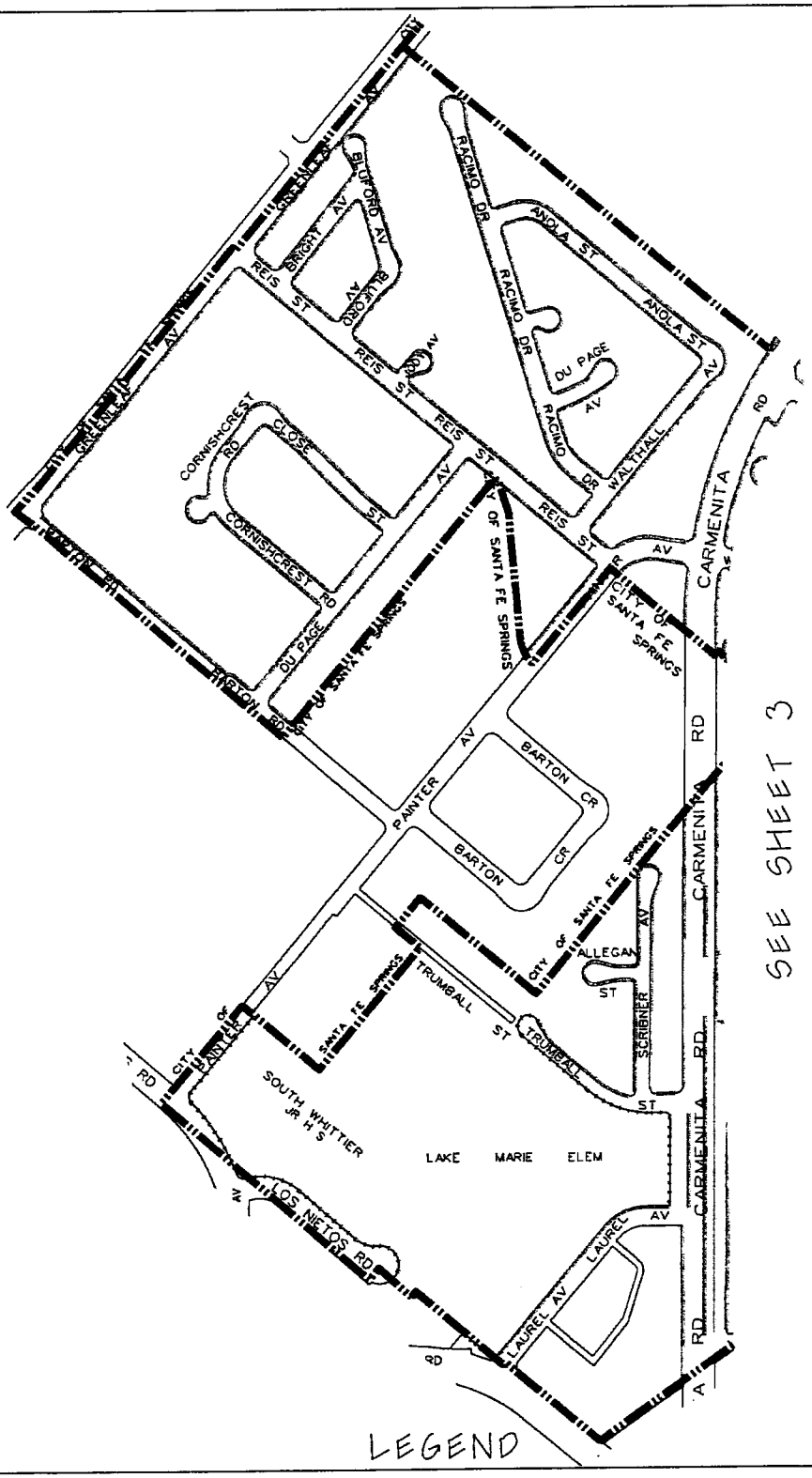
ROAD DIVISION 146, 446, & 441

REVIEWED

_____ DISTRICT ENGINEER–RD.MAINT.DIST. 4 DATE

PROJECT ENGINEER	C.E. NO.	DESIGNER	CHECKER	SHEET 1 OF 31 SHTS.
R. GORDILLO	C 66437	B. LE	W. SWINDLE	DWG. NO. SWEEP–01

EXHIBIT F.1



LEGEND

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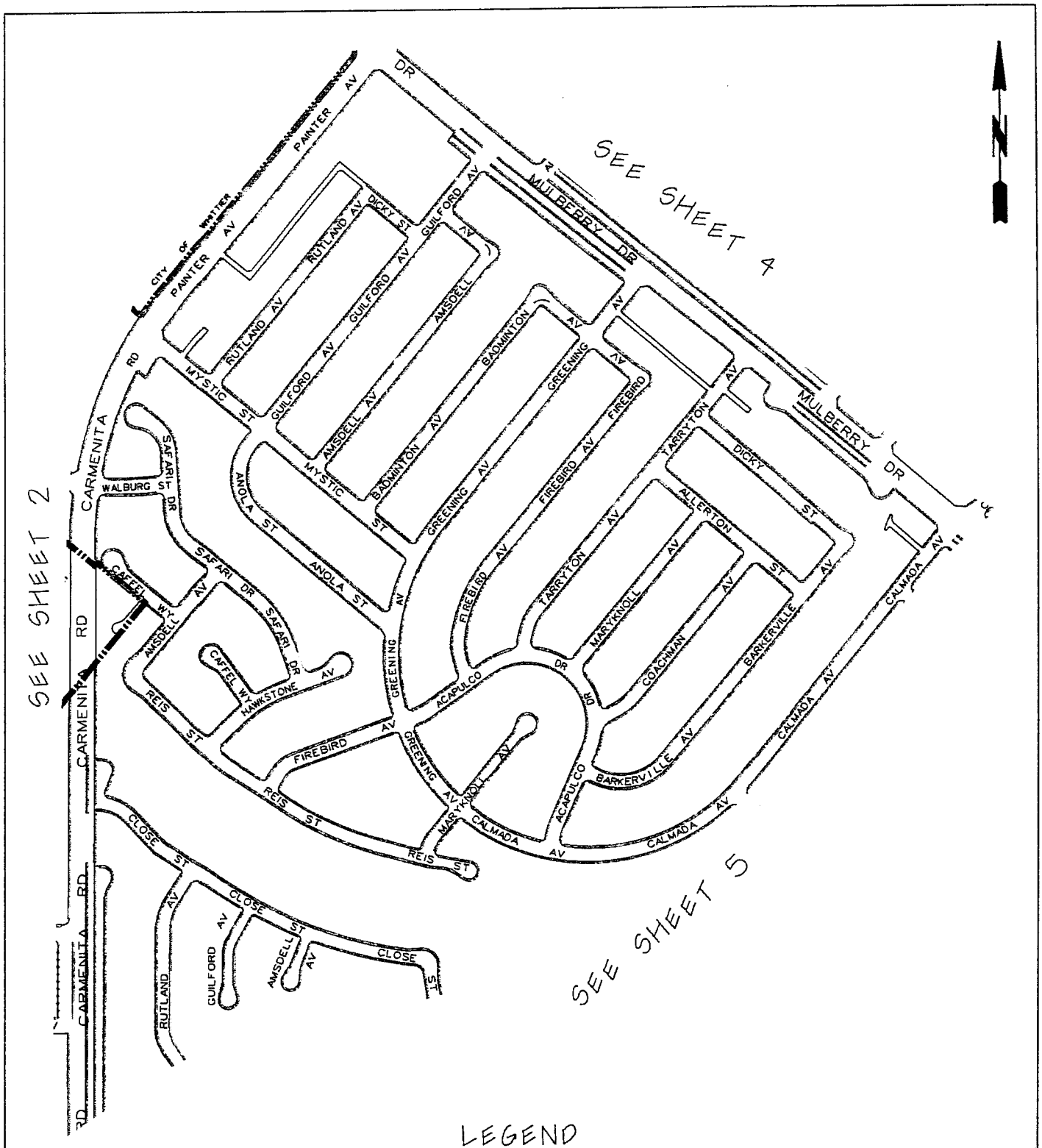
PROJECT NAME	STREET SWEEPING - SOUTH WHITTIER				PROJECT I.D. NO.	RMD4406005
PROJECT ENGINEER R. GORDILLO	C.E. NO. C 66437	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 707	SOUTH WHITTIER AREA	SCALE NONE	SHEET 2 OF 31

EXHIBIT F.1



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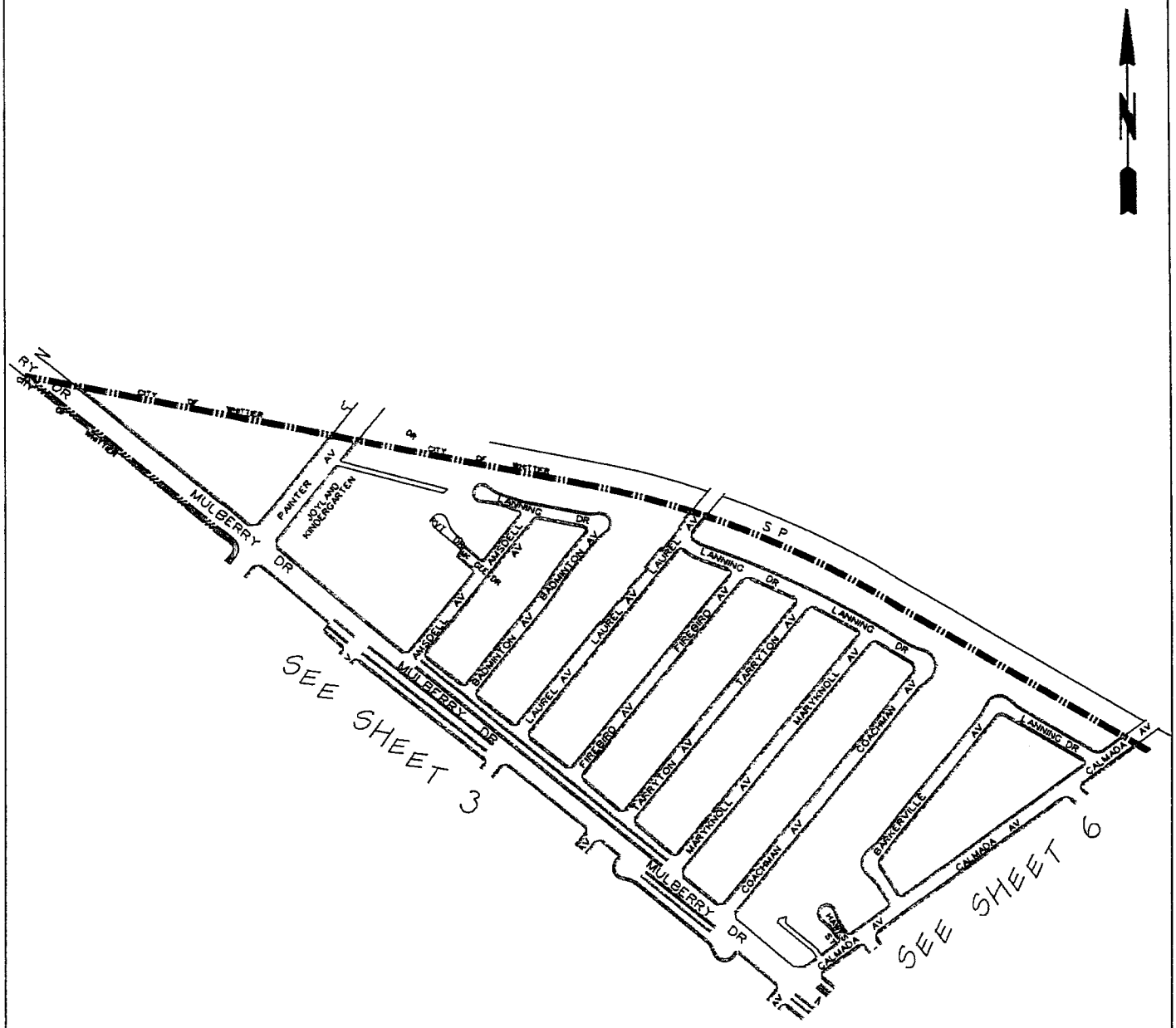

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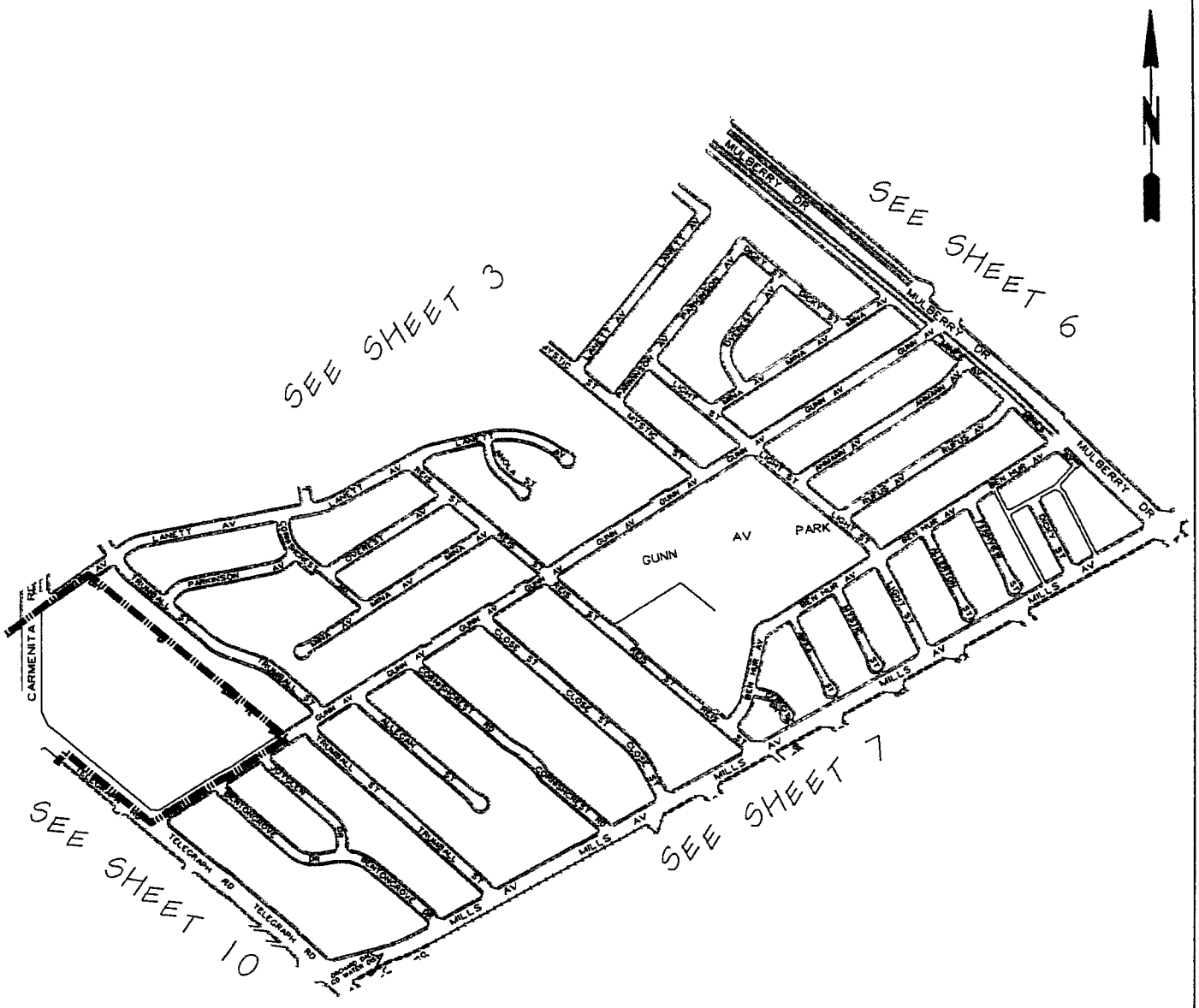

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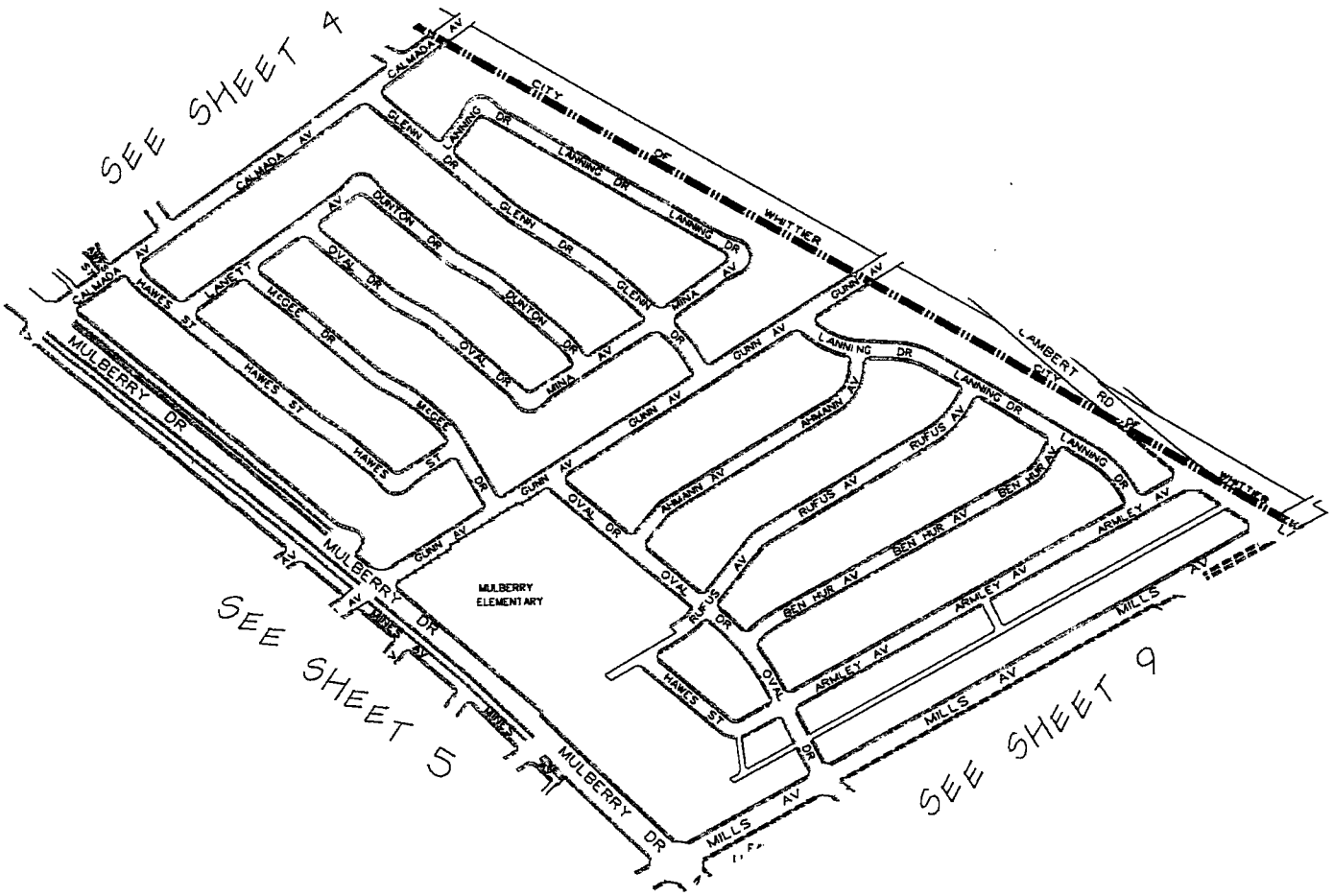

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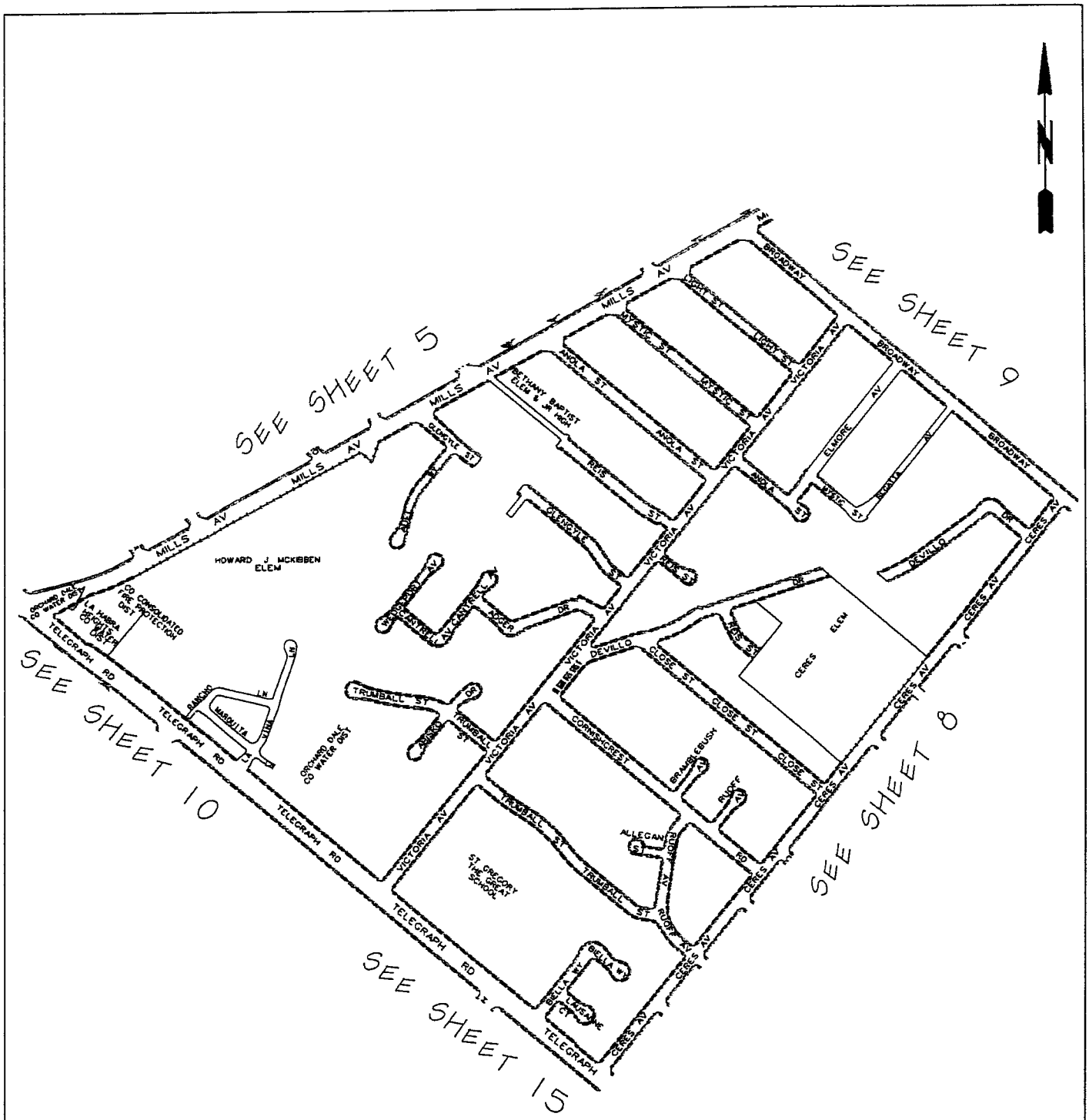

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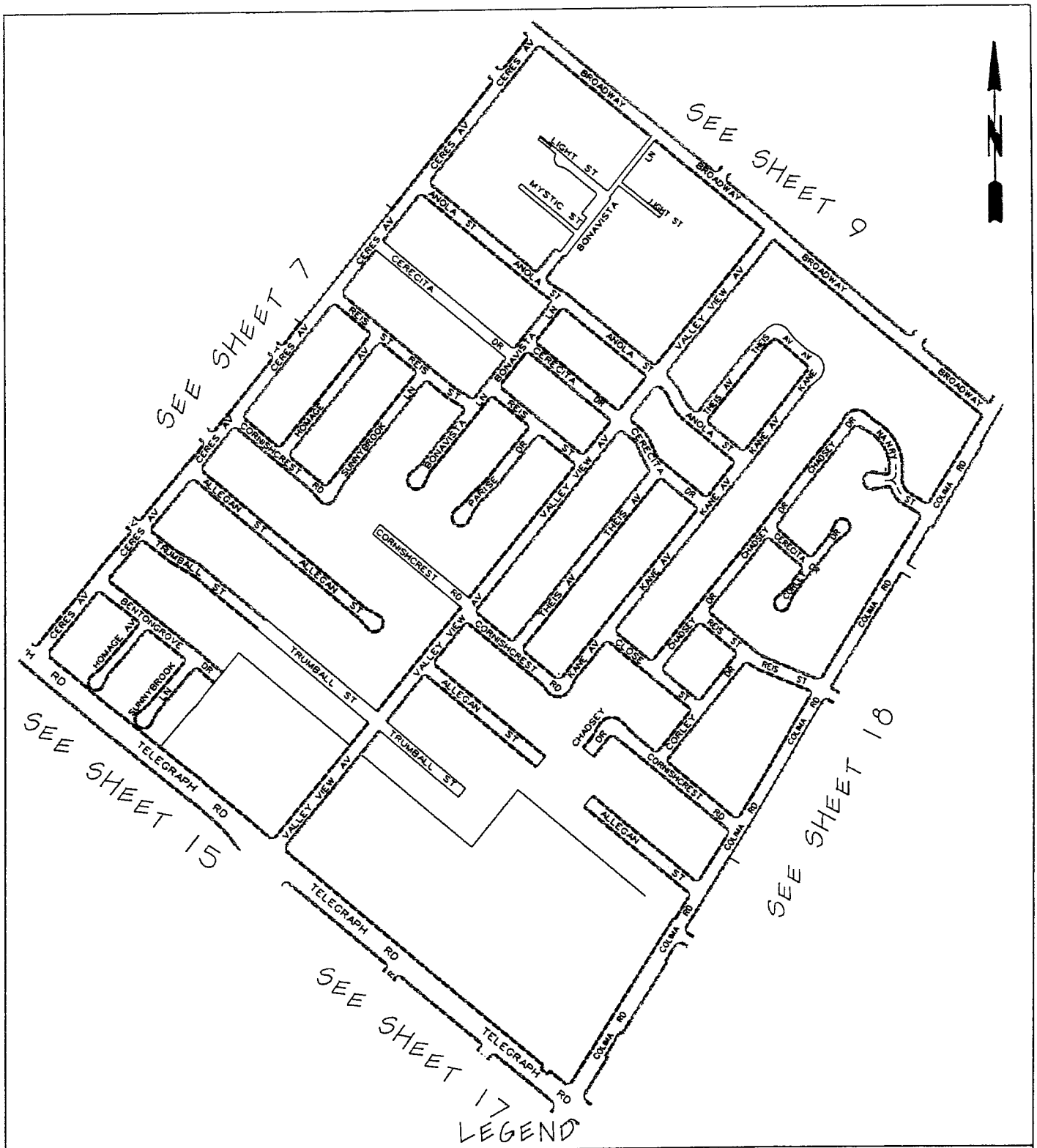

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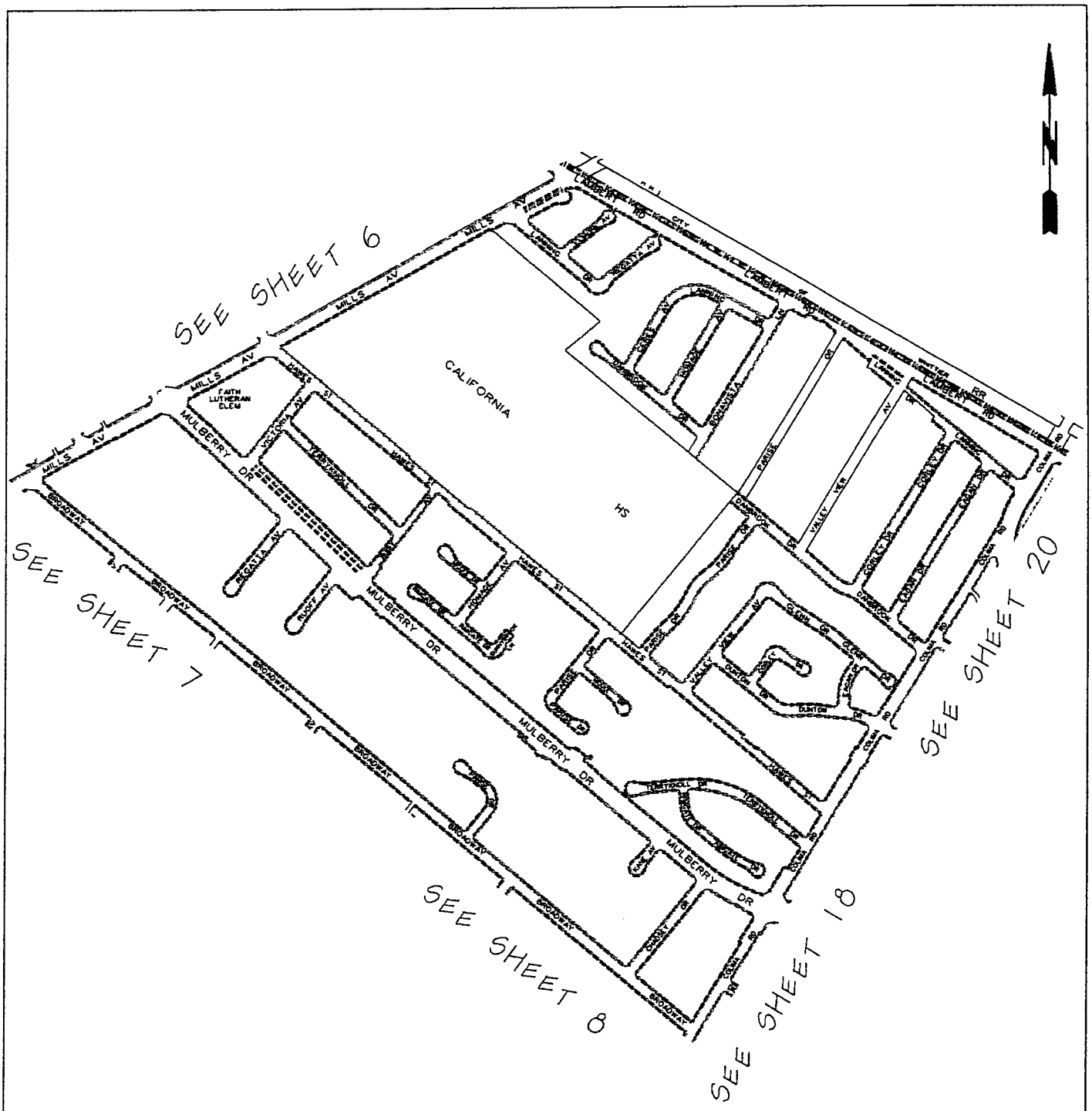

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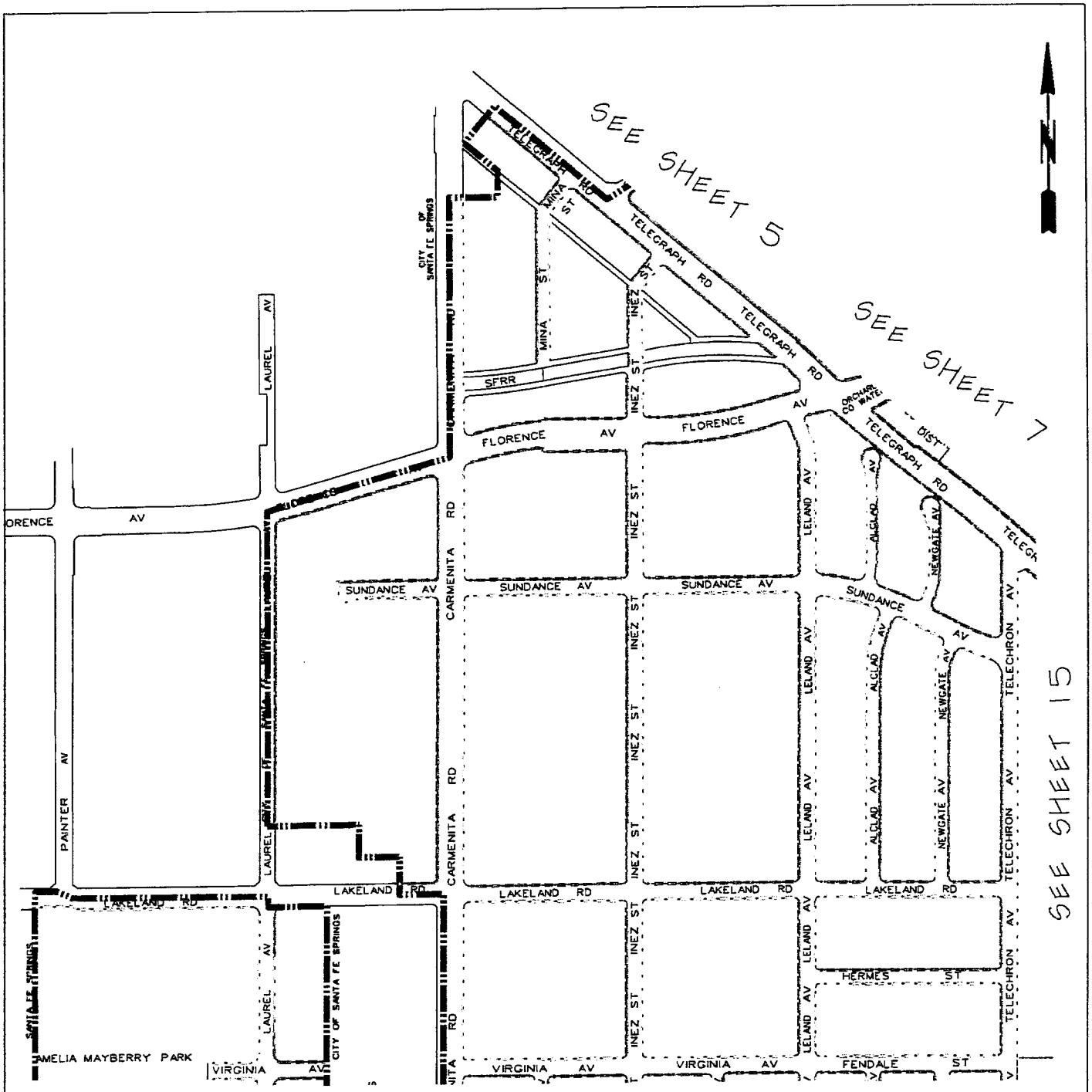
PROJECT NAME	STREET SWEEPING - SOUTH WHITTIER				PROJECT I.D. NO. RMD4406005	
PROJECT ENGINEER R. GORDILLO	C.E. NO. C 66437	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 707	SOUTH WHITTIER AREA	SCALE NONE	SHEET 9 OF 31

EXHIBIT F.1

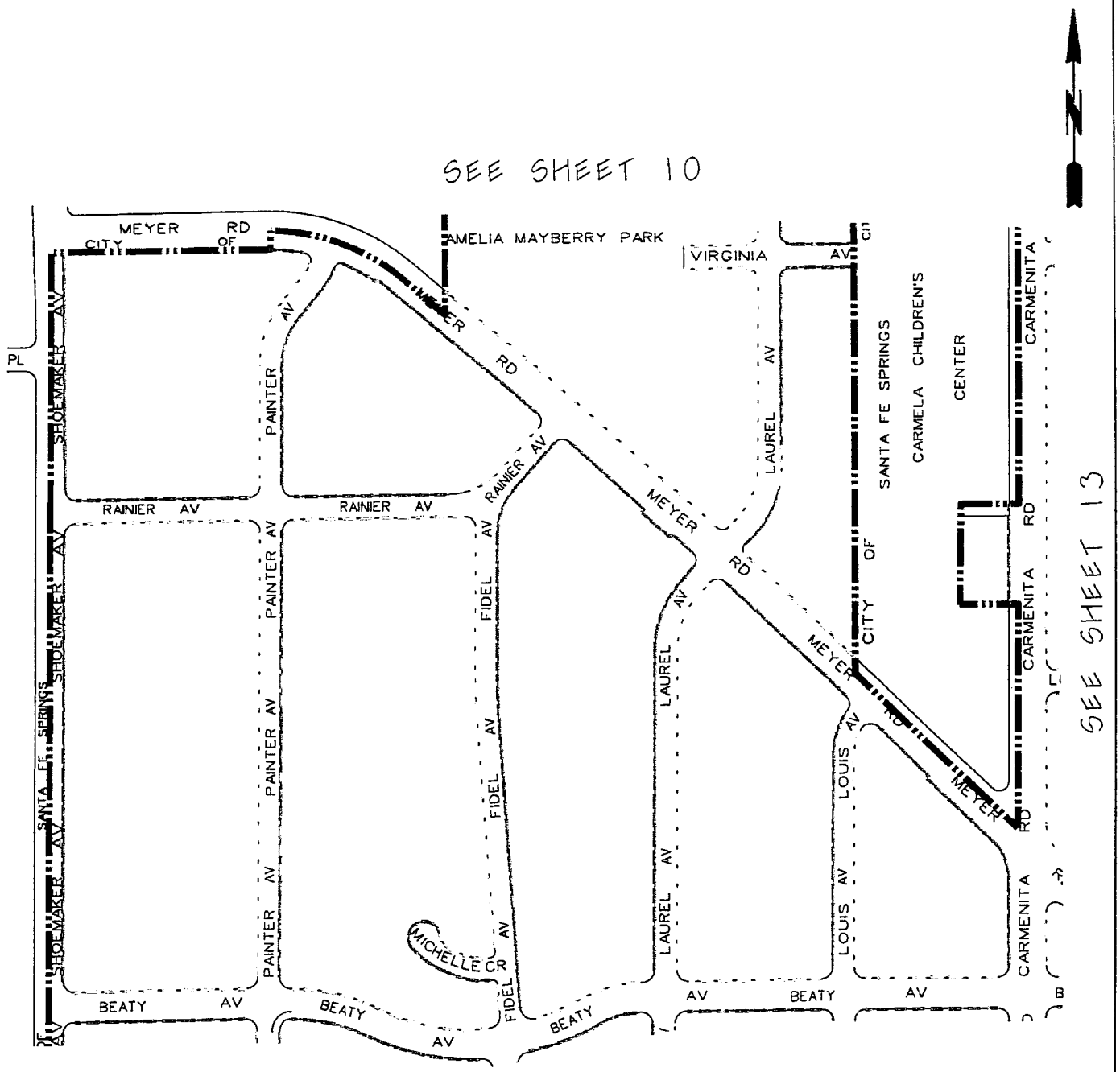


LEGEND

MONDAY 5 AM-7 AM	TUESDAY 5 AM-7 AM	TUESDAY 11 AM-3 PM	WEDNESDAY 8 AM-12 PM	THURSDAY 5 AM-8 AM	FRIDAY 5 AM-7 AM	FRIDAY 11 AM-3 PM
MONDAY 8 AM-12 PM	TUESDAY 5 AM-8 AM	WEDNESDAY 5 AM-7 AM	WEDNESDAY 11 AM-3 PM	THURSDAY 8 AM-12 PM	FRIDAY 5 AM-8 AM	
MONDAY 11 AM-3 PM	TUESDAY 8 AM-12 PM	WEDNESDAY 5 AM-8 AM	THURSDAY 5 AM-7 AM	THURSDAY 11 AM-3 PM	FRIDAY 8 AM-12 PM	

PROJECT NAME	STREET SWEEPING - SOUTH WHITTIER				PROJECT I.D. NO.	RMD4406005
PROJECT ENGINEER R. GORDILLO	C.E. NO. C 66437	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 707	SOUTH WHITTIER AREA	SCALE NONE	SHEET 10 OF 31

EXHIBIT F.1

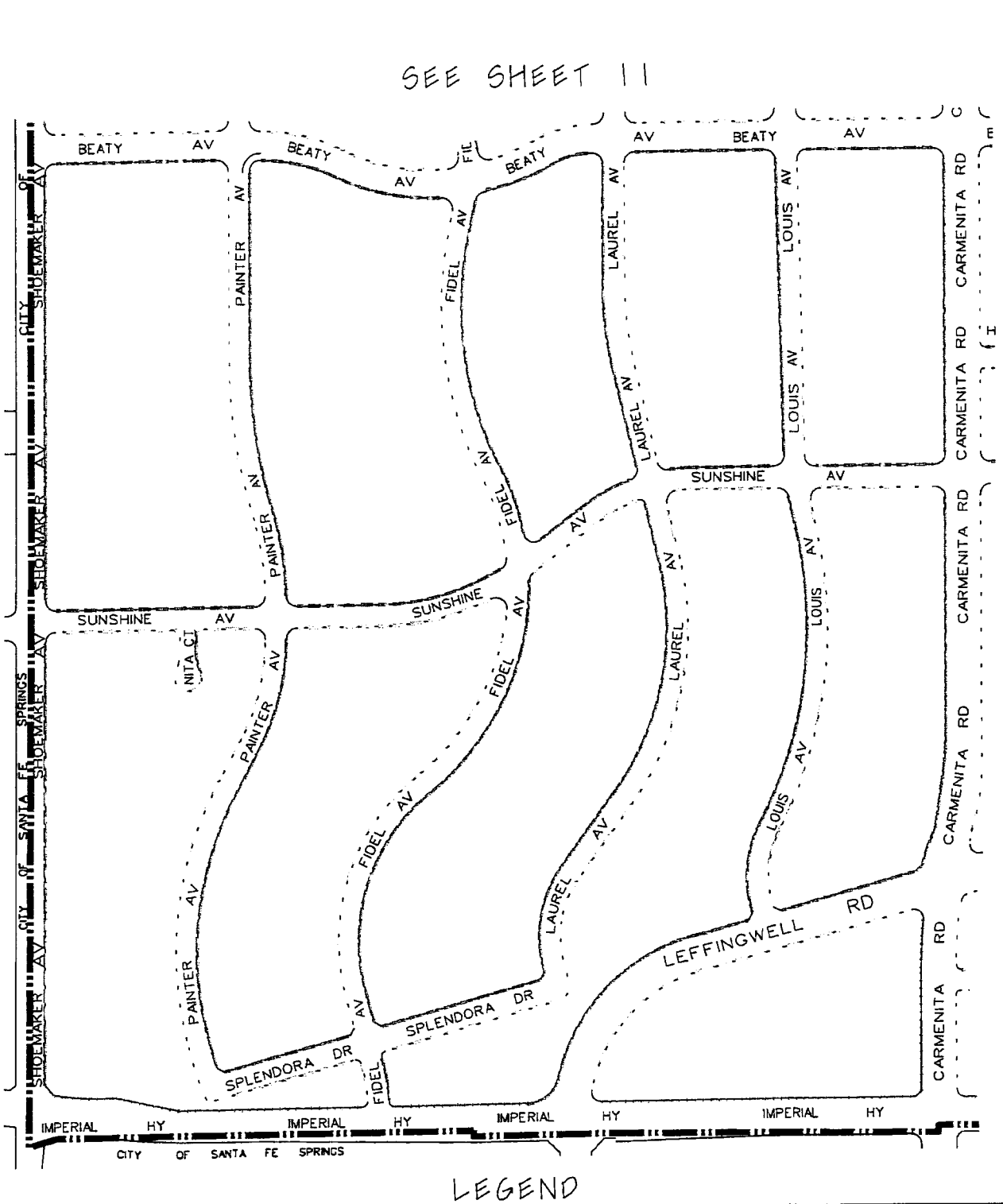


LEGEND

MONDAY 5 AM-7 AM	TUESDAY 5 AM-7 AM	TUESDAY 11 AM-3 PM	WEDNESDAY 8 AM-12 PM	THURSDAY 5 AM-8 AM	FRIDAY 5 AM-7 AM	FRIDAY 11 AM-3 PM
MONDAY 8 AM-12 PM	TUESDAY 5 AM-8 AM	WEDNESDAY 5 AM-7 AM	WEDNESDAY 11 AM-3 PM	THURSDAY 8 AM-12 PM	FRIDAY 5 AM-8 AM	
MONDAY 11 AM-3 PM	TUESDAY 8 AM-12 PM	WEDNESDAY 5 AM-8 AM	THURSDAY 5 AM-7 AM	THURSDAY 11 AM-3 PM	FRIDAY 8 AM-12 PM	

PROJECT NAME	STREET SWEEPING - SOUTH WHITTIER				PROJECT I.D. NO.	RMD4406005
PROJECT ENGINEER R. GORDILLO	C.E. NO. C 66437	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 707	SOUTH WHITTIER AREA	SCALE NONE	SHEET 11 OF 31

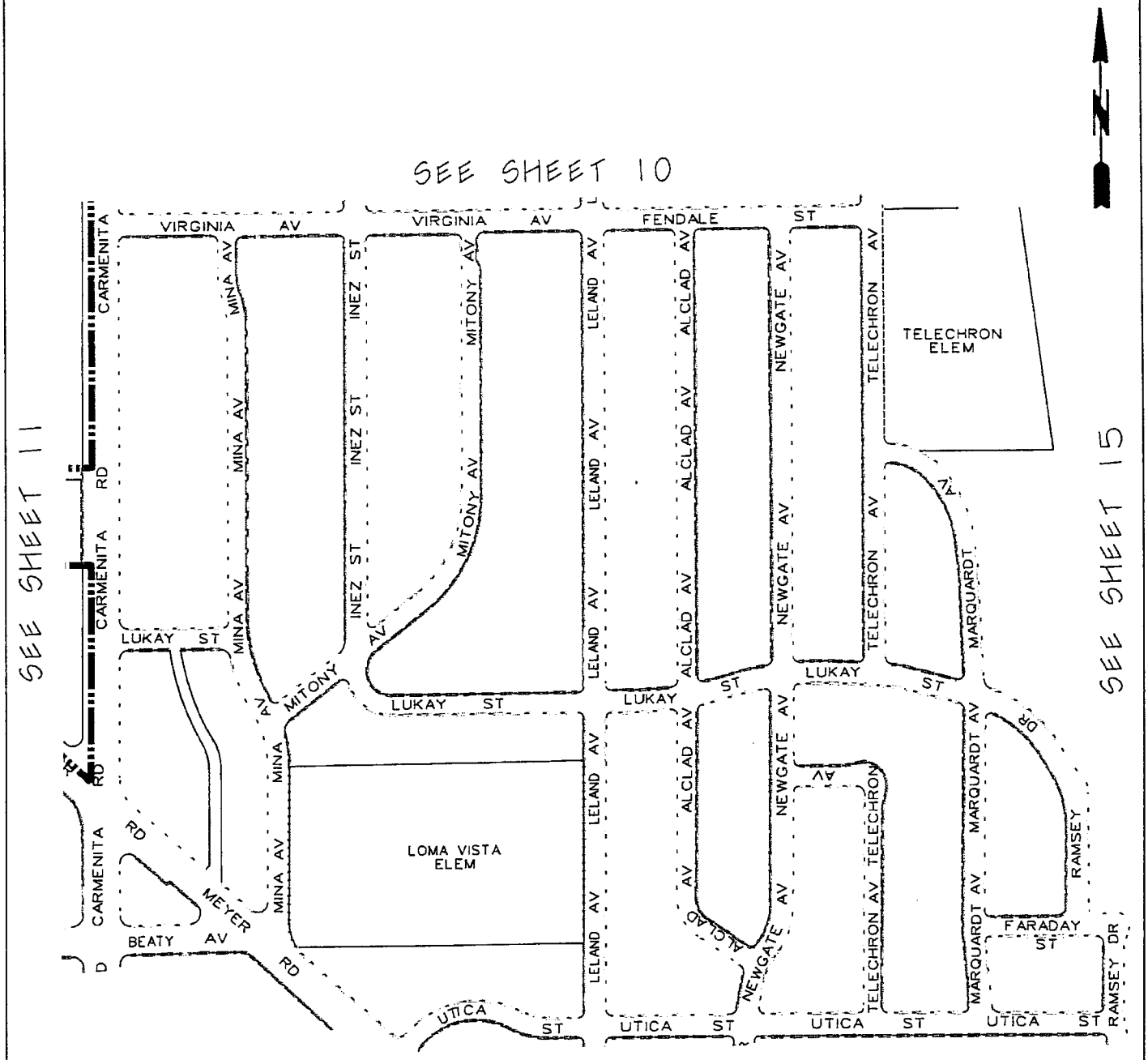
EXHIBIT F.1



MONDAY	TUESDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	FRIDAY
5 AM-7 AM	5 AM-7 AM	11 AM-3 PM	8 AM-12 PM	5 AM-8 AM	5 AM-7 AM	11 AM-3 PM
MONDAY	TUESDAY	WEDNESDAY	WEDNESDAY	THURSDAY	FRIDAY	
8 AM-12 PM	5 AM-8 AM	5 AM-7 AM	11 AM-3 PM	8 AM-12 PM	5 AM-8 AM	
MONDAY	TUESDAY	WEDNESDAY	THURSDAY	THURSDAY	FRIDAY	
11 AM-3 PM	8 AM-12 PM	5 AM-8 AM	5 AM-7 AM	11 AM-3 PM	8 AM-12 PM	

PROJECT NAME	STREET SWEEPING - SOUTH WHITTIER					PROJECT I.D. NO. RMD4406005
PROJECT ENGINEER R. GORDILLO	C.E. NO. C 66437	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 707 & 737	SOUTH WHITTIER AREA	SCALE NONE	SHEET 12 OF 31

EXHIBIT F.1

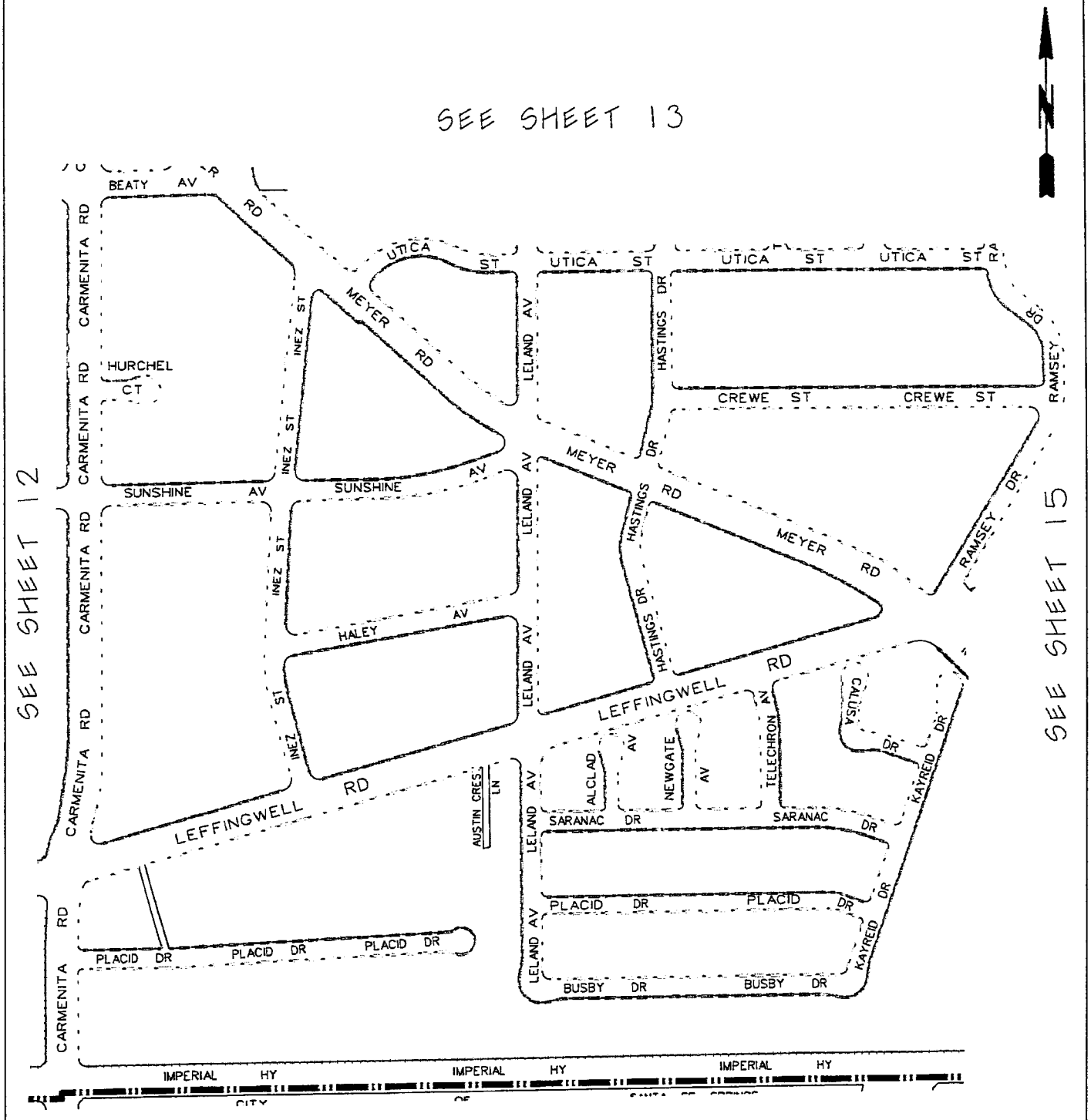


LEGEND

MONDAY 5 AM-7 AM	TUESDAY 5 AM-7 AM	TUESDAY 11 AM-3 PM	WEDNESDAY 8 AM-12 PM	THURSDAY 5 AM-8 AM	FRIDAY 5 AM-7 AM	FRIDAY 11 AM-3 PM
MONDAY 8 AM-12 PM	TUESDAY 5 AM-8 AM	WEDNESDAY 5 AM-7 AM	WEDNESDAY 11 AM-3 PM	THURSDAY 8 AM-12 PM	FRIDAY 5 AM-8 AM	
MONDAY 11 AM-3 PM	TUESDAY 8 AM-12 PM	WEDNESDAY 5 AM-8 AM	THURSDAY 5 AM-7 AM	THURSDAY 11 AM-3 PM	FRIDAY 8 AM-12 PM	

PROJECT NAME: STREET SWEEPING - SOUTH WHITTIER					PROJECT I.D. NO. RMD4406005
PROJECT ENGINEER: R. GORDILLO	C.E. NO. C 66437	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 707	SOUTH WHITTIER AREA	SCALE: NONE / SHEET: 13 OF 31

EXHIBIT F.1

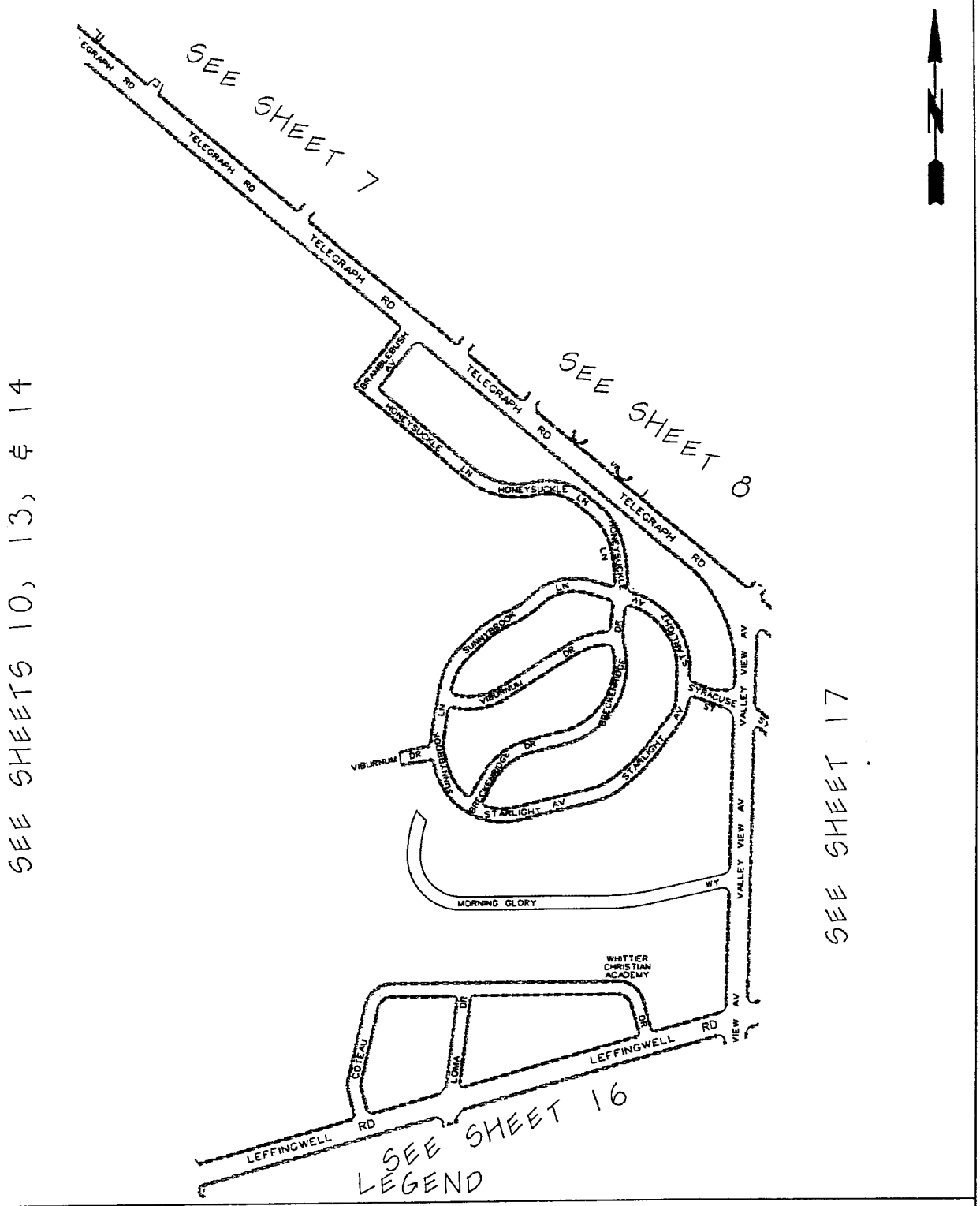


LEGEND

MONDAY 5 AM-7 AM	TUESDAY 5 AM-7 AM	TUESDAY 11 AM-3 PM	WEDNESDAY 8 AM-12 PM	THURSDAY 5 AM-8 AM	FRIDAY 5 AM-7 AM	FRIDAY 11 AM-3 PM
MONDAY 8 AM-12 PM	TUESDAY 5 AM-8 AM	WEDNESDAY 5 AM-7 AM	WEDNESDAY 11 AM-3 PM	THURSDAY 8 AM-12 PM	FRIDAY 5 AM-8 AM	
MONDAY 11 AM-3 PM	TUESDAY 8 AM-12 PM	WEDNESDAY 5 AM-8 AM	THURSDAY 5 AM-7 AM	THURSDAY 11 AM-3 PM	FRIDAY 8 AM-12 PM	

PROJECT NAME	STREET SWEEPING - SOUTH WHITTIER				PROJECT I.D. NO.	RMD4406005
PROJECT ENGINEER R. GORDILLO	C.E. NO. C 66437	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 707 & 737	SOUTH WHITTIER AREA	SCALE NONE	SHEET 14 OF 31

EXHIBIT F.1

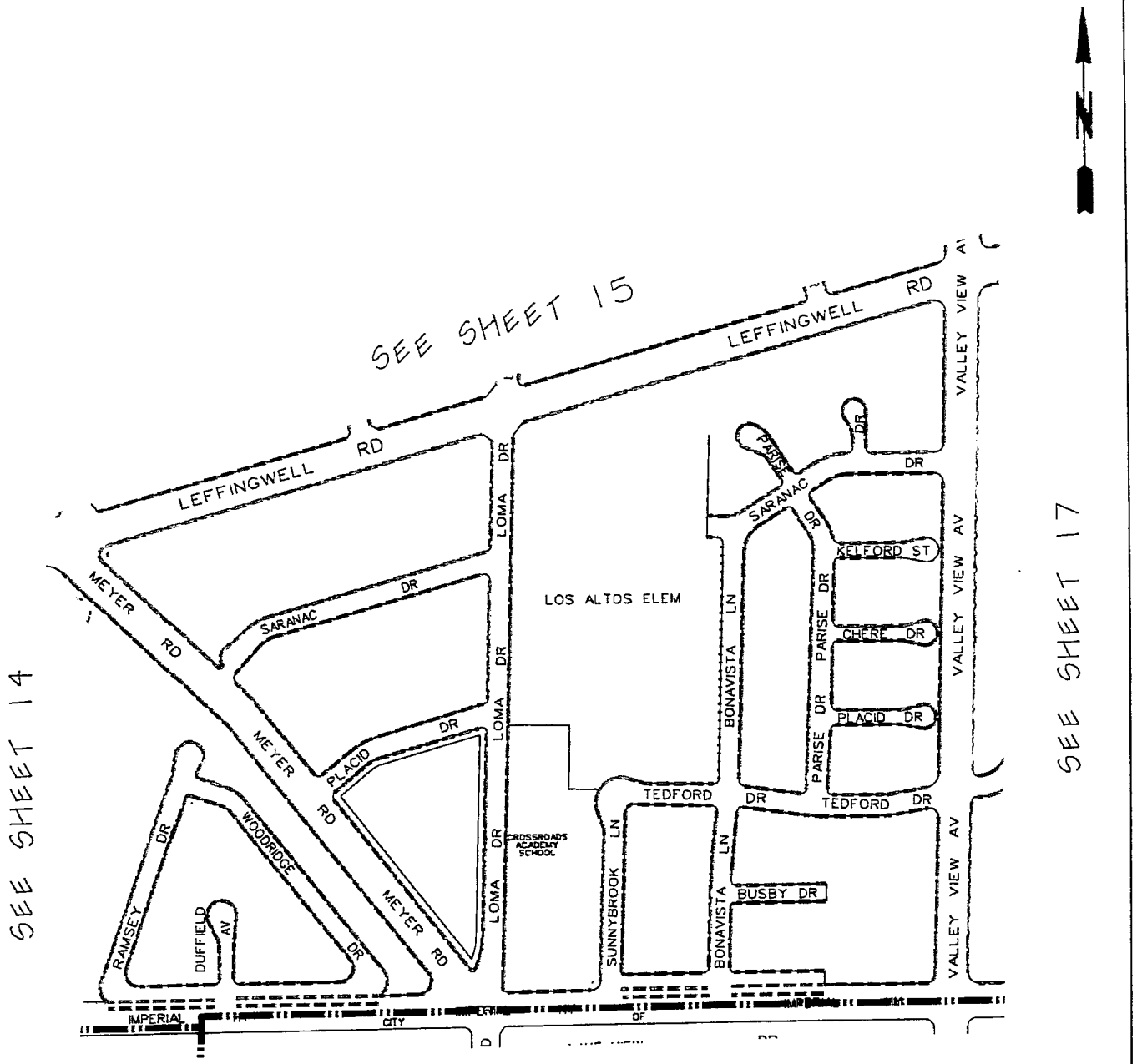


LEGEND

MONDAY 5 AM-7 AM	TUESDAY 5 AM-7 AM	TUESDAY 11 AM-3 PM	WEDNESDAY 8 AM-12 PM	THURSDAY 5 AM-8 AM	FRIDAY 5 AM-7 AM	FRIDAY 11 AM-3 PM
MONDAY 8 AM-12 PM	TUESDAY 5 AM-8 AM	WEDNESDAY 5 AM-7 AM	WEDNESDAY 11 AM-3 PM	THURSDAY 8 AM-12 PM	FRIDAY 5 AM-8 AM	
MONDAY 11 AM-3 PM	TUESDAY 8 AM-12 PM	WEDNESDAY 5 AM-8 AM	THURSDAY 5 AM-7 AM	THURSDAY 11 AM-3 PM	FRIDAY 8 AM-12 PM	

PROJECT NAME	STREET SWEEPING - SOUTH WHITTIER				PROJECT I.D. NO.	RMD4406005
PROJECT ENGINEER R. GORDILLO	C.E. NO. C 66437	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 707	SOUTH WHITTIER AREA	SCALE NONE	SHEET 15 OF 31

EXHIBIT F.1

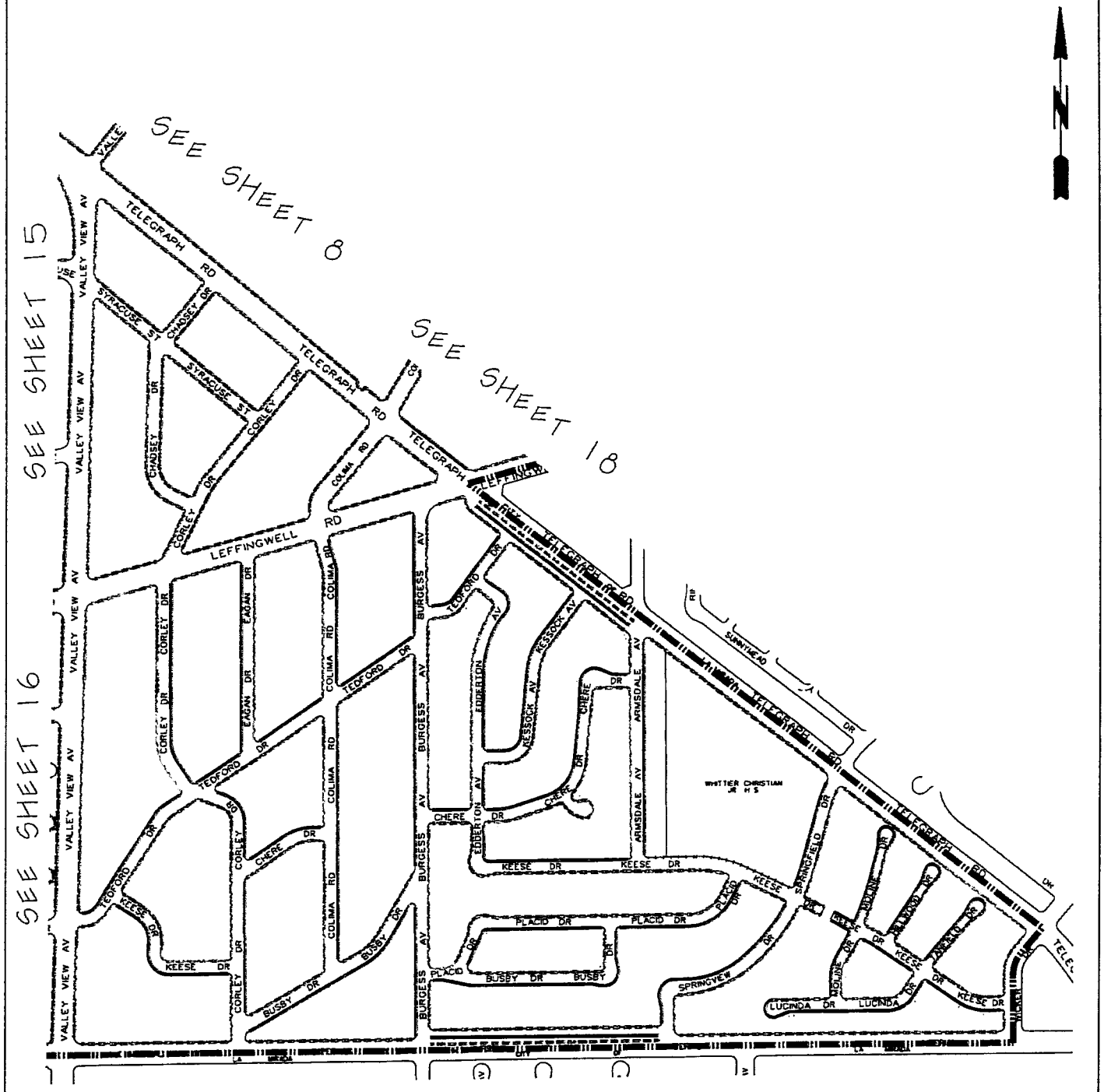


LEGEND

MONDAY 5 AM-7 AM	TUESDAY 5 AM-7 AM	TUESDAY 11 AM-3 PM	WEDNESDAY 8 AM-12 PM	THURSDAY 5 AM-8 AM	FRIDAY 5 AM-7 AM	FRIDAY 11 AM-3 PM
MONDAY 8 AM-12 PM	TUESDAY 5 AM-8 AM	WEDNESDAY 5 AM-7 AM	WEDNESDAY 11 AM-3 PM	THURSDAY 8 AM-12 PM	FRIDAY 5 AM-8 AM	
MONDAY 11 AM-3 PM	TUESDAY 8 AM-12 PM	WEDNESDAY 5 AM-8 AM	THURSDAY 5 AM-7 AM	THURSDAY 11 AM-3 PM	FRIDAY 8 AM-12 PM	

PROJECT NAME	STREET SWEEPING - SOUTH WHITTIER				PROJECT I.D. NO.	RMD4406005
PROJECT ENGINEER R. GORDILLO	C.E. NO. C 66437	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 707 & 737	SOUTH WHITTIER AREA	SCALE NONE	SHEET 16 OF 31

EXHIBIT F.1

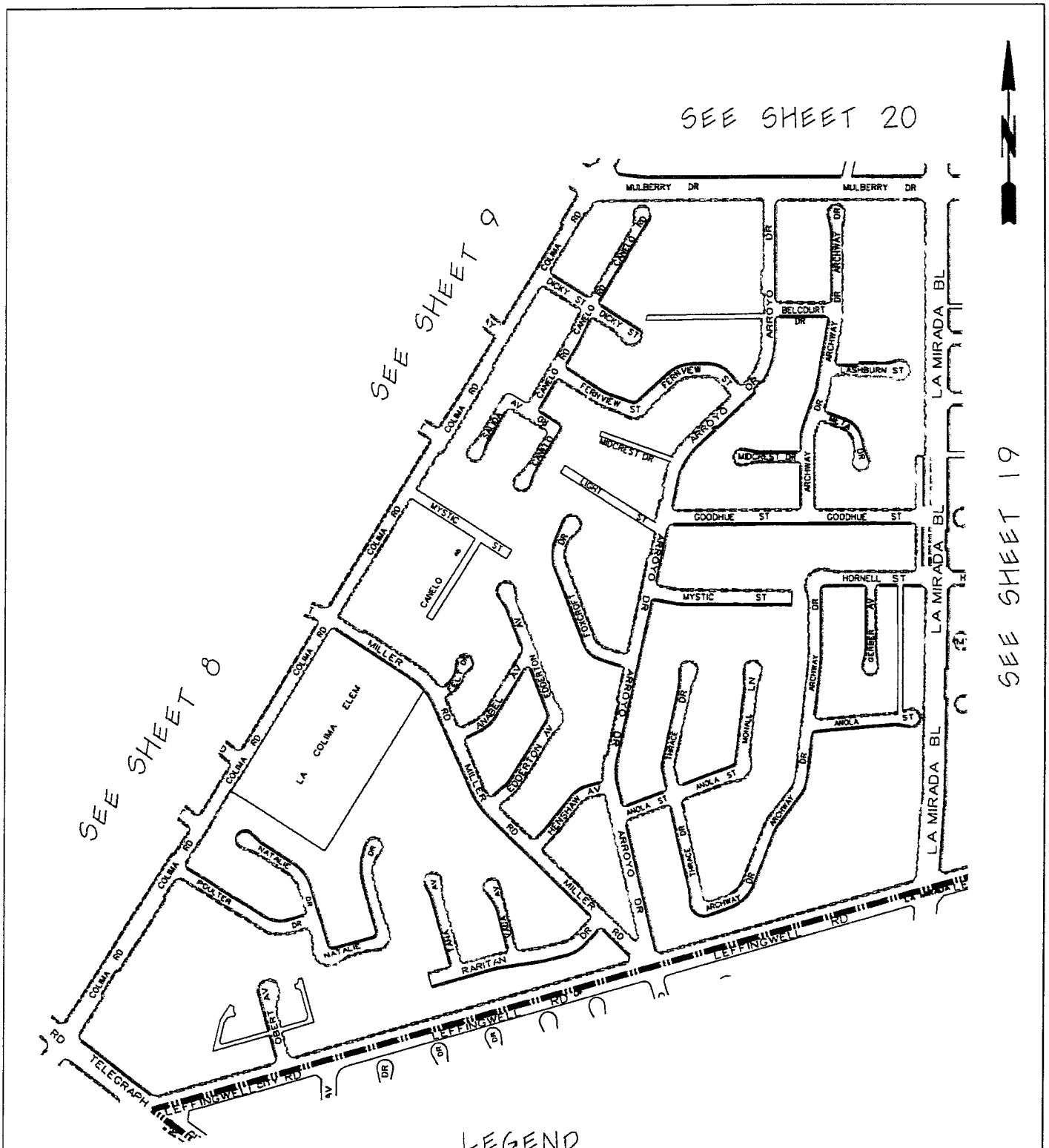


LEGEND

MONDAY 5 AM-7 AM	TUESDAY 5 AM-7 AM	TUESDAY 11 AM-3 PM	WEDNESDAY 8 AM-12 PM	THURSDAY 5 AM-8 AM	FRIDAY 5 AM-7 AM	FRIDAY 11 AM-3 PM
MONDAY 8 AM-12 PM	TUESDAY 5 AM-8 AM	WEDNESDAY 5 AM-7 AM	WEDNESDAY 11 AM-3 PM	THURSDAY 8 AM-12 PM	FRIDAY 5 AM-8 AM	
MONDAY 11 AM-3 PM	TUESDAY 8 AM-12 PM	WEDNESDAY 5 AM-8 AM	THURSDAY 5 AM-7 AM	THURSDAY 11 AM-3 PM	FRIDAY 8 AM-12 PM	

PROJECT NAME	STREET SWEEPING - SOUTH WHITTIER				PROJECT I.D. NO. RMD4406005	
PROJECT ENGINEER R. GORDILLO	C.E. NO. C 66437	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 707 & 737	SOUTH WHITTIER AREA	SCALE NONE	SHEET 17 OF 31

EXHIBIT F.1

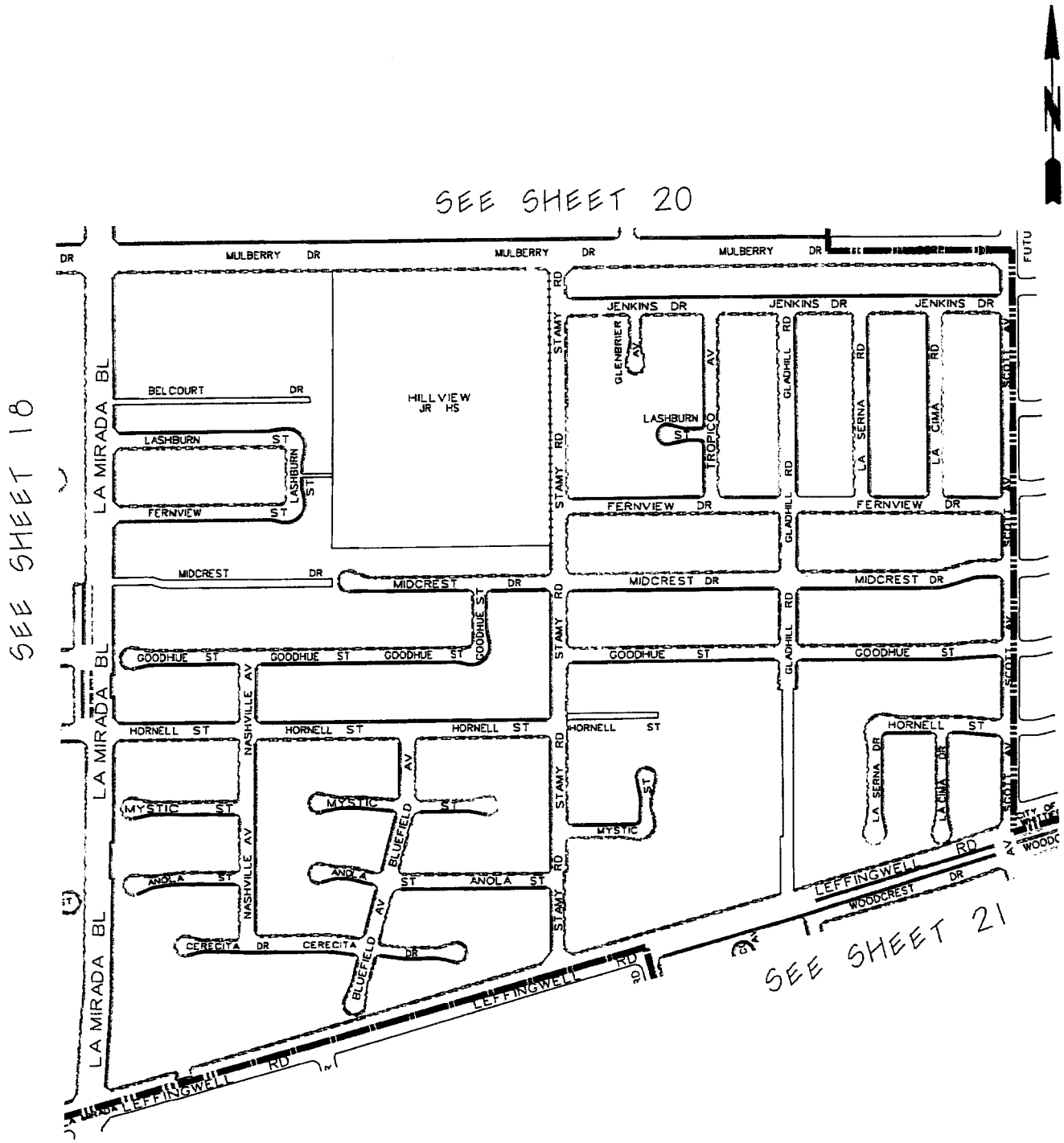


LEGEND

MONDAY 5 AM-7 AM	TUESDAY 5 AM-7 AM	TUESDAY 11 AM-3 PM	WEDNESDAY 8 AM-12 PM	THURSDAY 5 AM-8 AM	FRIDAY 5 AM-7 AM	FRIDAY 11 AM-3 PM
MONDAY 8 AM-12 PM	TUESDAY 5 AM-8 AM	WEDNESDAY 5 AM-7 AM	WEDNESDAY 11 AM-3 PM	THURSDAY 8 AM-12 PM	FRIDAY 5 AM-8 AM	
MONDAY 11 AM-3 PM	TUESDAY 8 AM-12 PM	WEDNESDAY 5 AM-8 AM	THURSDAY 5 AM-7 AM	THURSDAY 11 AM-3 PM	FRIDAY 8 AM-12 PM	

PROJECT NAME	STREET SWEEPING - SOUTH WHITTIER				PROJECT I.D. NO.	RMD4406005
PROJECT ENGINEER R. GORDILLO	C.E. NO. C 66437	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 707	SOUTH WHITTIER AREA	SCALE NONE	SHEET 18 OF 31

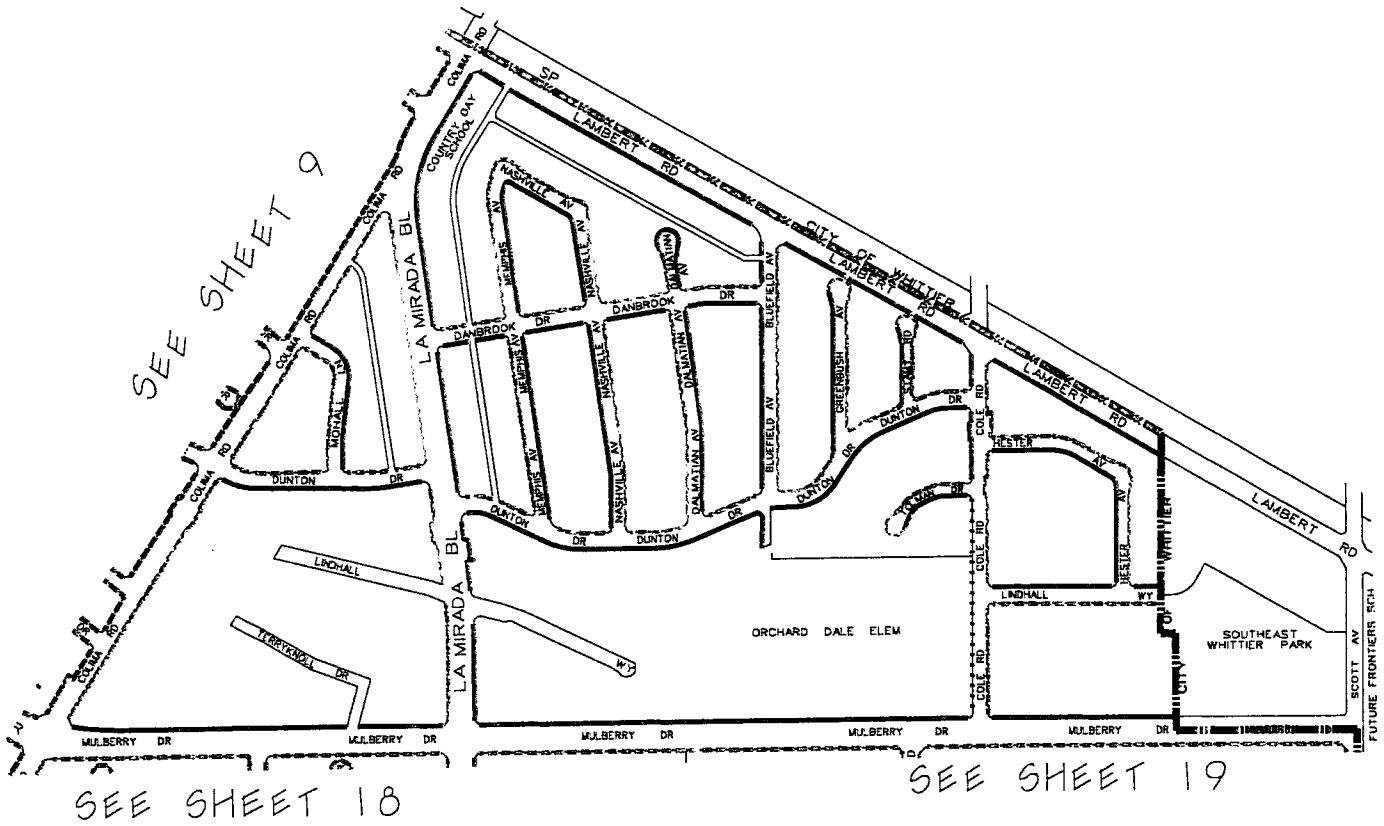
EXHIBIT F.1



LEGEND

MONDAY 5 AM-7 AM	TUESDAY 5 AM-7 AM	TUESDAY 11 AM-3 PM	WEDNESDAY 8 AM-12 PM	THURSDAY 5 AM-8 AM	FRIDAY 5 AM-7 AM	FRIDAY 11 AM-3 PM
MONDAY 8 AM-12 PM	TUESDAY 5 AM-8 AM	WEDNESDAY 5 AM-7 AM	WEDNESDAY 11 AM-3 PM	THURSDAY 8 AM-12 PM	FRIDAY 5 AM-8 AM	
MONDAY 11 AM-3 PM	TUESDAY 8 AM-12 PM	WEDNESDAY 5 AM-8 AM	THURSDAY 5 AM-7 AM	THURSDAY 11 AM-3 PM	FRIDAY 8 AM-12 PM	

PROJECT NAME	STREET SWEEPING - SOUTH WHITTIER					PROJECT I.D. NO. RMD4406005
PROJECT ENGINEER R. GORDILLO	C.E. NO. C 66437	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 707	SOUTH WHITTIER AREA	SCALE NONE	SHEET 19 OF 31

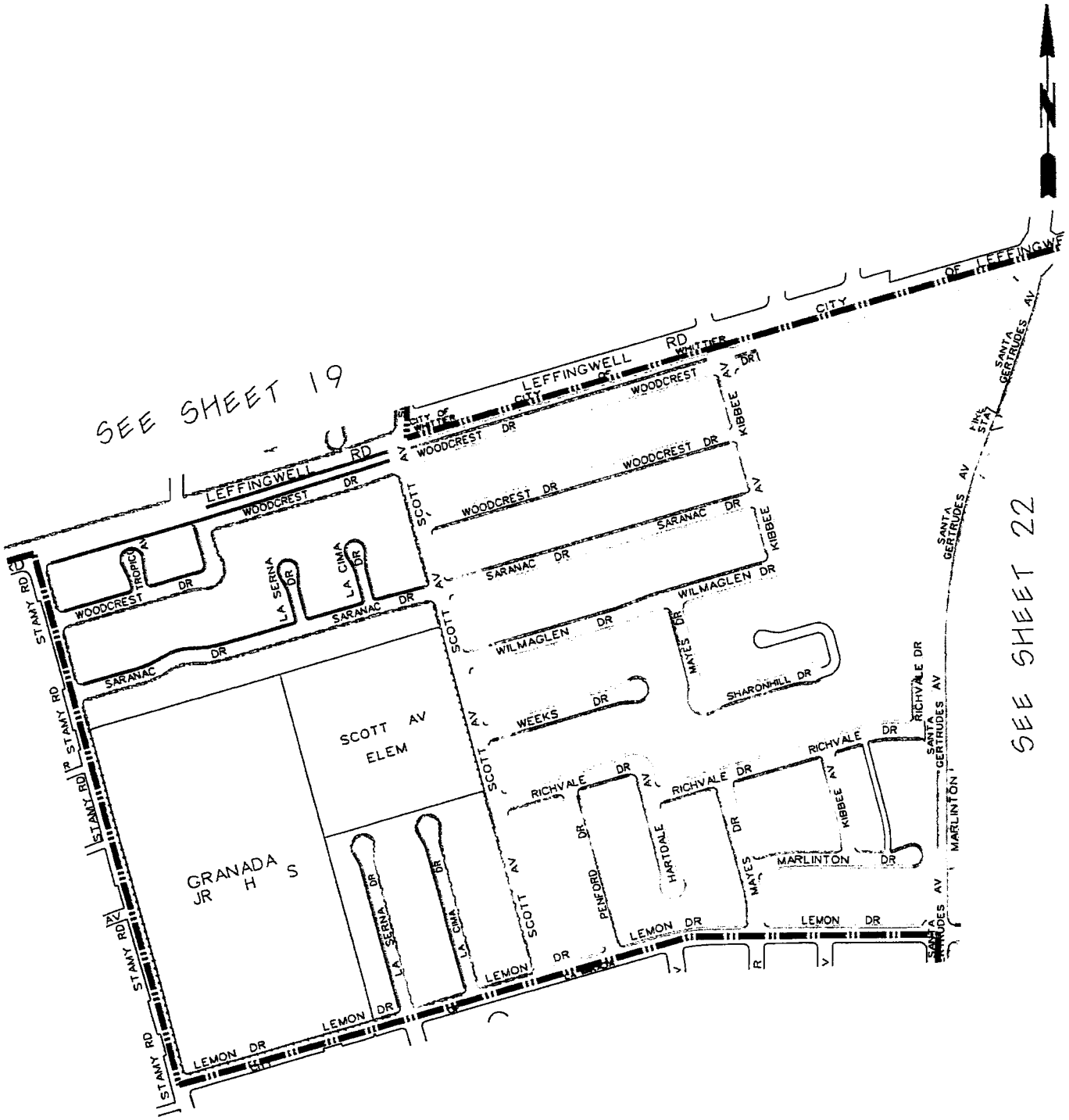


LEGEND

MONDAY 5 AM-7 AM	TUESDAY 5 AM-7 AM	TUESDAY 11 AM-3 PM	WEDNESDAY 8 AM-12 PM	THURSDAY 5 AM-8 AM	FRIDAY 5 AM-7 AM	FRIDAY 11 AM-3 PM
MONDAY 8 AM-12 PM	TUESDAY 5 AM-8 AM	WEDNESDAY 5 AM-7 AM	WEDNESDAY 11 AM-3 PM	THURSDAY 8 AM-12 PM	FRIDAY 5 AM-8 AM	
MONDAY 11 AM-3 PM	TUESDAY 8 AM-12 PM	WEDNESDAY 5 AM-8 AM	THURSDAY 5 AM-7 AM	THURSDAY 11 AM-3 PM	FRIDAY 8 AM-12 PM	

PROJECT NAME	STREET SWEEPING - SOUTH WHITTIER				PROJECT I.D. NO. RMD4406005
PROJECT ENGINEER R. GORDILLO	C.E. NO. C 66437	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 707	SOUTH WHITTIER AREA	SCALE NONE / SHEET 20 OF 31

EXHIBIT F.1

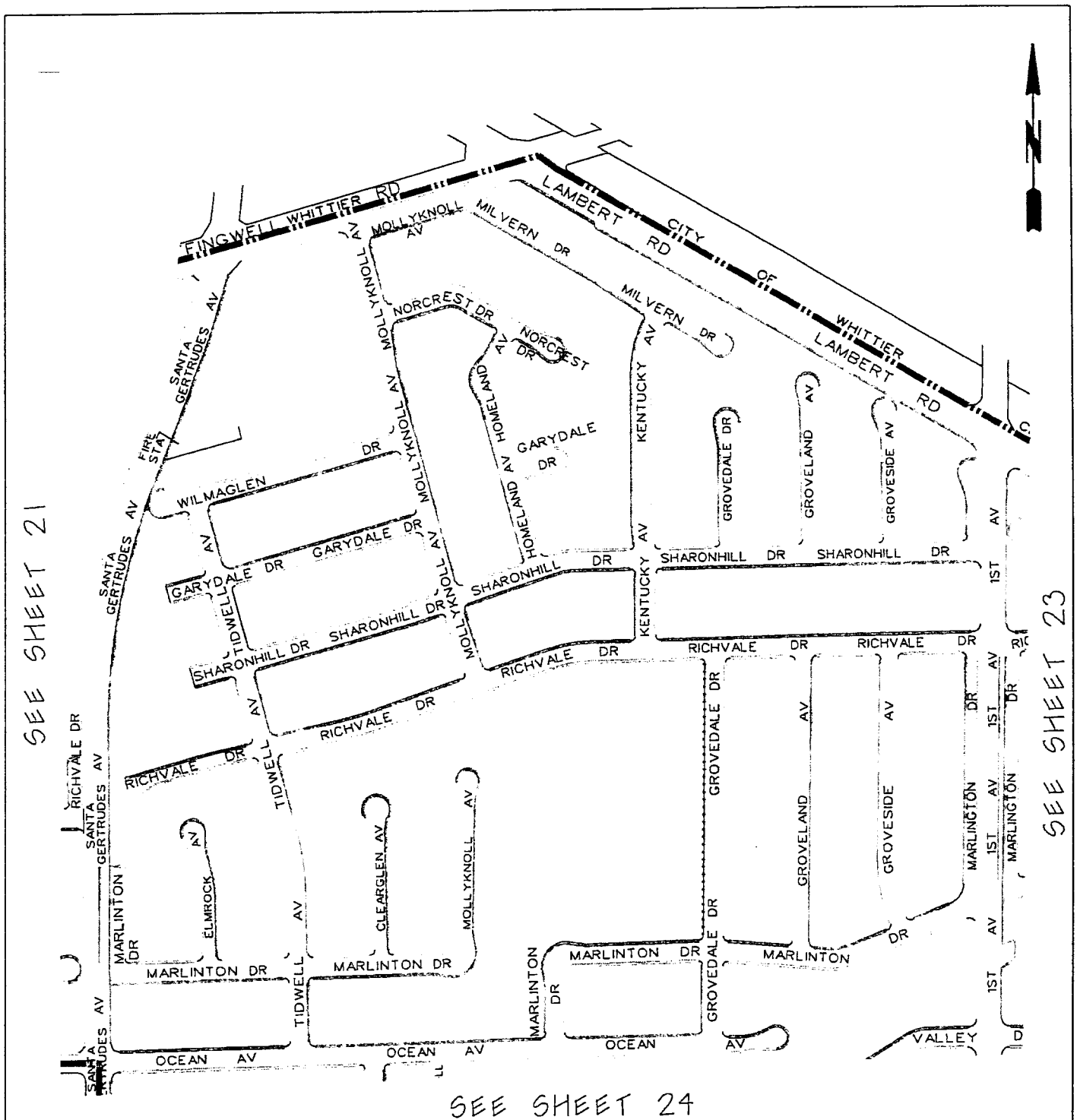


LEGEND

MONDAY 5 AM-7 AM	TUESDAY 5 AM-7 AM	TUESDAY 11 AM-3 PM	WEDNESDAY 8 AM-12 PM	THURSDAY 5 AM-8 AM	FRIDAY 5 AM-7 AM	FRIDAY 11 AM-3 PM
MONDAY 8 AM-12 PM	TUESDAY 5 AM-8 AM	WEDNESDAY 5 AM-7 AM	WEDNESDAY 11 AM-3 PM	THURSDAY 8 AM-12 PM	FRIDAY 5 AM-8 AM	
MONDAY 11 AM-3 PM	TUESDAY 8 AM-12 PM	WEDNESDAY 5 AM-8 AM	THURSDAY 5 AM-7 AM	THURSDAY 11 AM-3 PM	FRIDAY 8 AM-12 PM	

PROJECT NAME	STREET SWEEPING - SOUTH WHITTIER				PROJECT I.D. NO. RMD4406005	
PROJECT ENGINEER R. GORDILLO	C.E. NO. C 66437	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 707	SOUTH WHITTIER AREA	SCALE NONE	SHEET 21 OF 31

EXHIBIT F.1

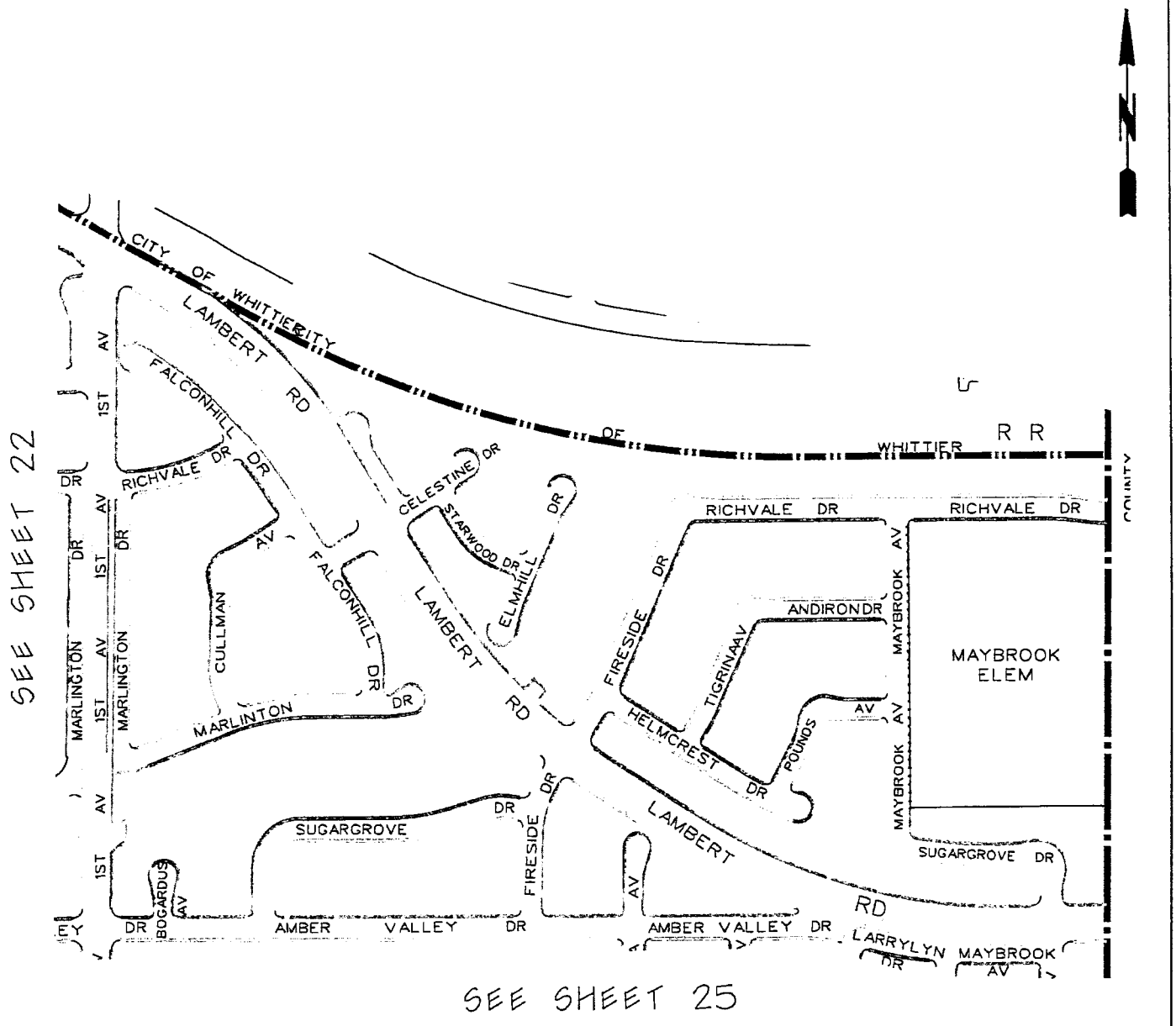


LEGEND

MONDAY 5 AM-7 AM	TUESDAY 5 AM-7 AM	TUESDAY 11 AM-3 PM	WEDNESDAY 8 AM-12 PM	THURSDAY 5 AM-8 AM	FRIDAY 5 AM-7 AM	FRIDAY 11 AM-3 PM
MONDAY 8 AM-12 PM	TUESDAY 5 AM-8 AM	WEDNESDAY 5 AM-7 AM	WEDNESDAY 11 AM-3 PM	THURSDAY 8 AM-12 PM	FRIDAY 5 AM-8 AM	
MONDAY 11 AM-3 PM	TUESDAY 8 AM-12 PM	WEDNESDAY 5 AM-8 AM	THURSDAY 5 AM-7 AM	THURSDAY 11 AM-3 PM	FRIDAY 8 AM-12 PM	

PROJECT NAME	STREET SWEEPING - SOUTH WHITTIER				PROJECT I.D. NO.	
					RMD4406005	
PROJECT ENGINEER R. GORDILLO	C.E. NO. C 66437	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 707 & 708	SOUTH WHITTIER AREA	SCALE NONE	SHEET 22 OF 31

EXHIBIT F.1

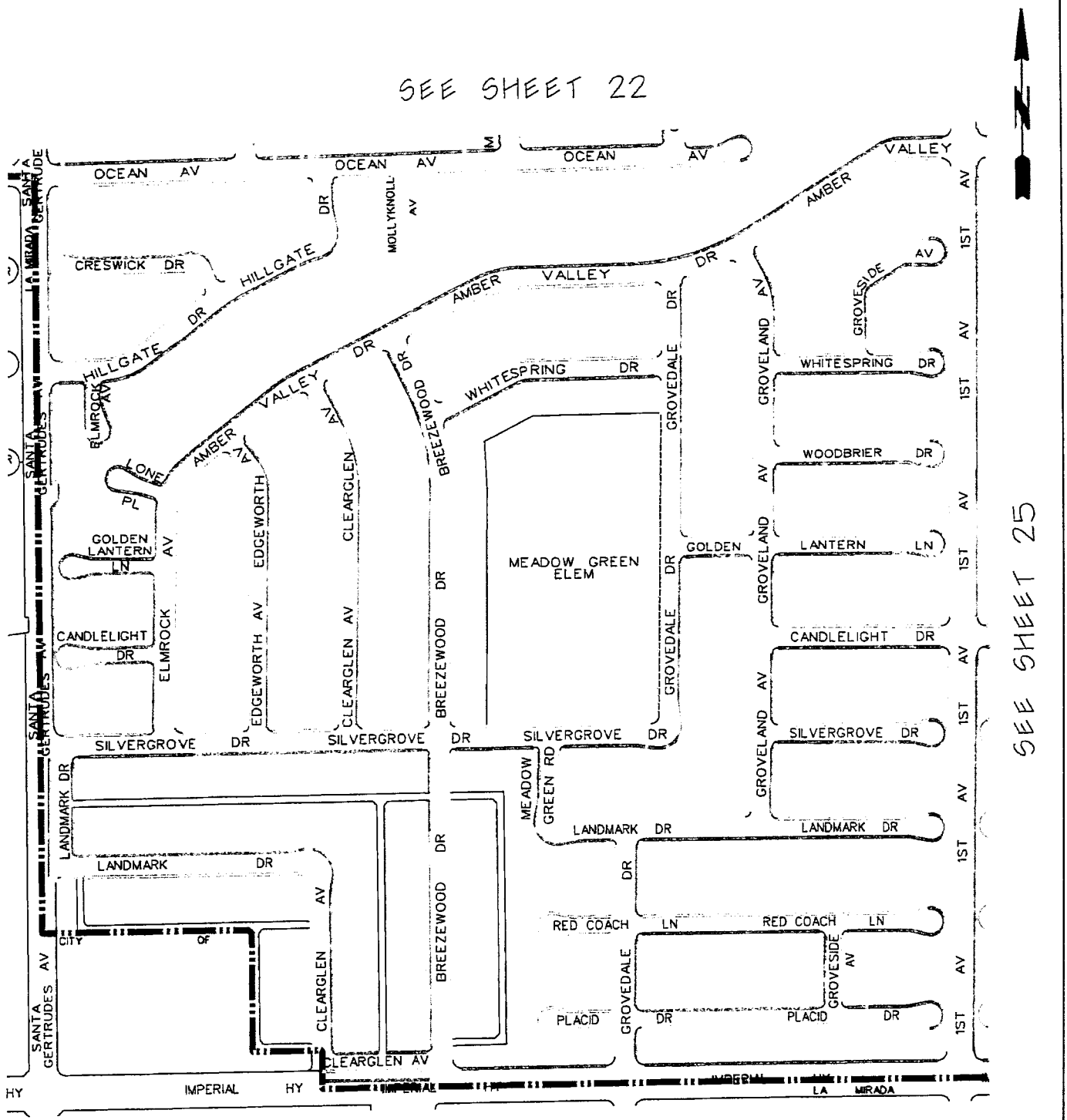


LEGEND

MONDAY 5 AM-7 AM	TUESDAY 5 AM-7 AM	TUESDAY 11 AM-3 PM	WEDNESDAY 8 AM-12 PM	THURSDAY 5 AM-8 AM	FRIDAY 5 AM-7 AM	FRIDAY 11 AM-3 PM
MONDAY 8 AM-12 PM	TUESDAY 5 AM-8 AM	WEDNESDAY 5 AM-7 AM	WEDNESDAY 11 AM-3 PM	THURSDAY 8 AM-12 PM	FRIDAY 5 AM-8 AM	
MONDAY 11 AM-3 PM	TUESDAY 8 AM-12 PM	WEDNESDAY 5 AM-8 AM	THURSDAY 5 AM-7 AM	THURSDAY 11 AM-3 PM	FRIDAY 8 AM-12 PM	

PROJECT NAME	STREET SWEEPING - SOUTH WHITTIER				PROJECT I.D. NO.	RMD4406005
PROJECT ENGINEER R. GORDILLO	C.E. NO. C 66437	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 708	SOUTH WHITTIER AREA	SCALE NONE	SHEET 23 OF 31

EXHIBIT F.1

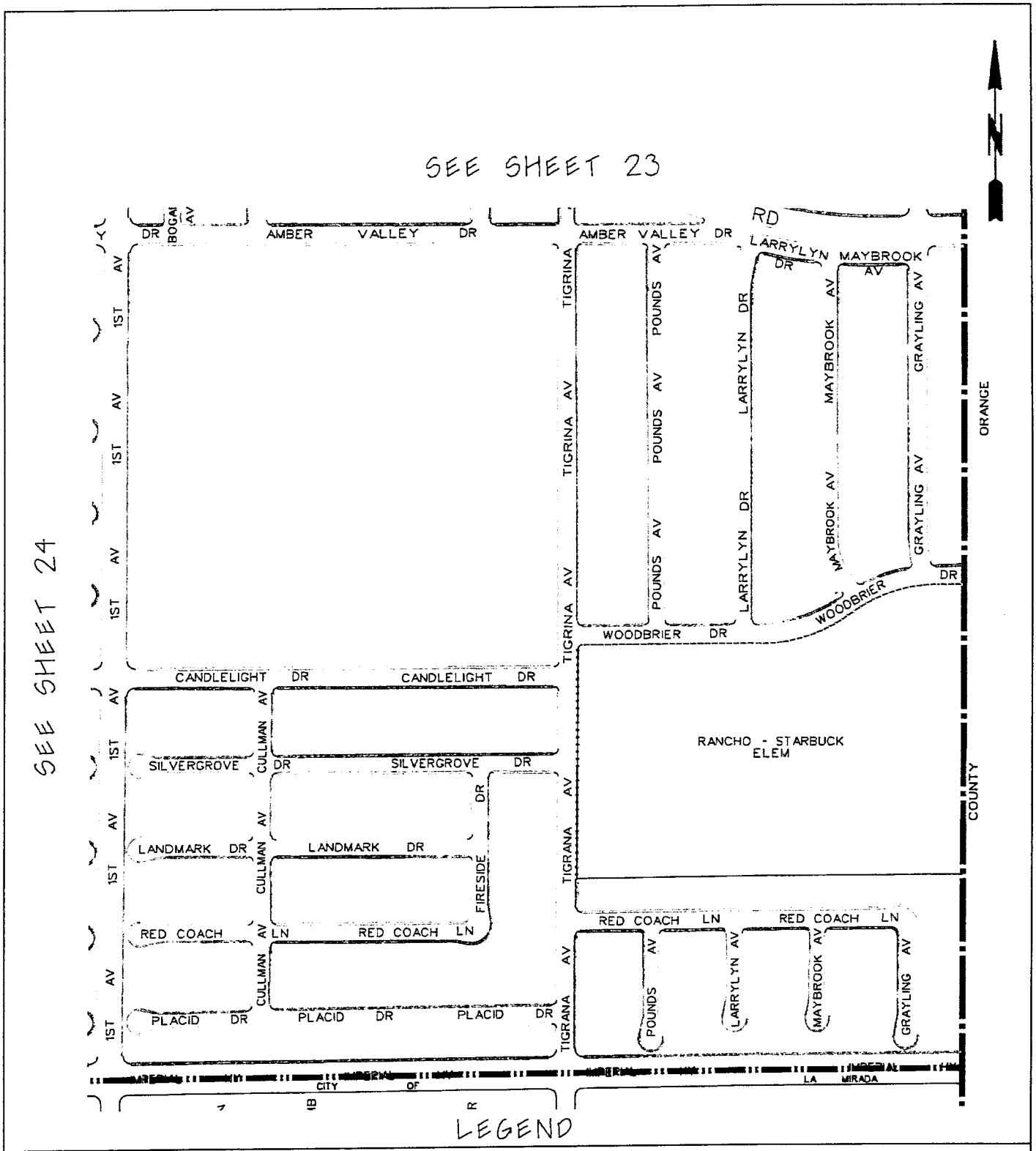


LEGEND

MONDAY 5 AM-7 AM	TUESDAY 5 AM-7 AM	TUESDAY 11 AM-3 PM	WEDNESDAY 8 AM-12 PM	THURSDAY 5 AM-8 AM	FRIDAY 5 AM-7 AM	FRIDAY 11 AM-3 PM
MONDAY 8 AM-12 PM	TUESDAY 5 AM-8 AM	WEDNESDAY 5 AM-7 AM	WEDNESDAY 11 AM-3 PM	THURSDAY 8 AM-12 PM	FRIDAY 5 AM-8 AM	
MONDAY 11 AM-3 PM	TUESDAY 8 AM-12 PM	WEDNESDAY 5 AM-8 AM	THURSDAY 5 AM-7 AM	THURSDAY 11 AM-3 PM	FRIDAY 8 AM-12 PM	

PROJECT NAME	STREET SWEEPING - SOUTH WHITTIER					PROJECT I.D. NO. RMD4406005
PROJECT ENGINEER R. GORDILLO	C.E. NO. C 66437	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 707, 708 & 737	SOUTH WHITTIER AREA	SCALE NONE	SHEET 24 OF 31

EXHIBIT F.1

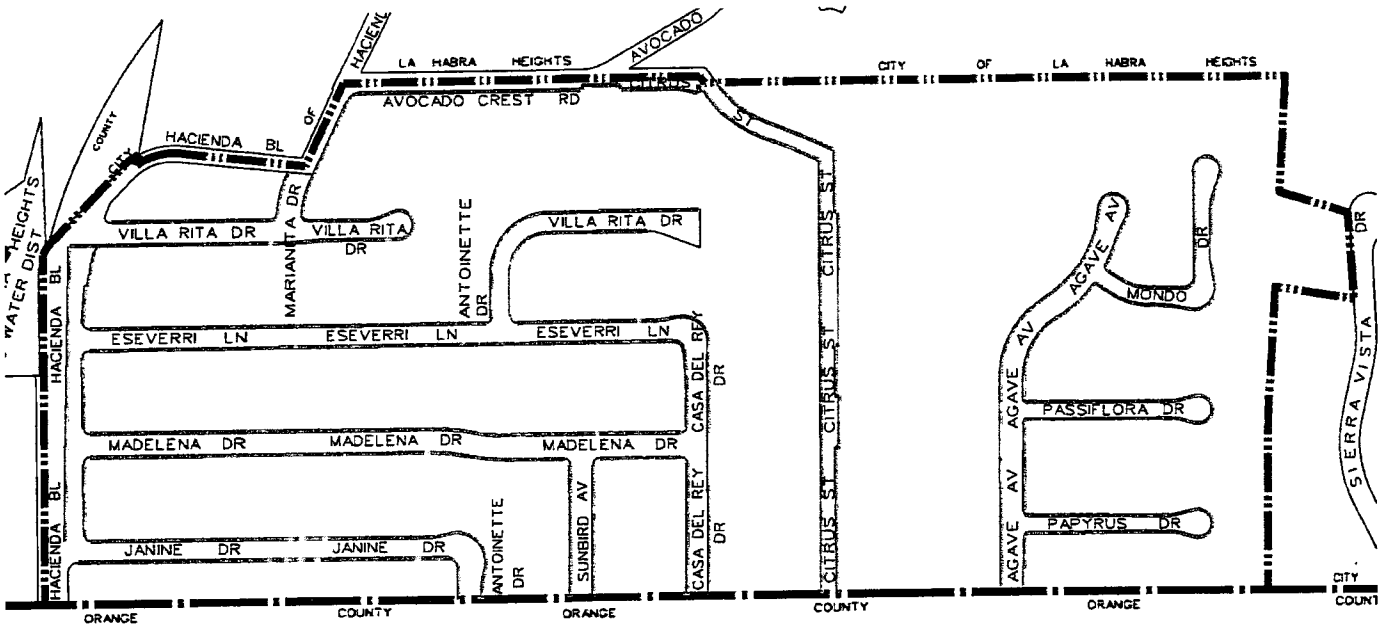


LEGEND

MONDAY 5 AM-7 AM	TUESDAY 5 AM-7 AM	TUESDAY 11 AM-3 PM	WEDNESDAY 8 AM-12 PM	THURSDAY 5 AM-8 AM	FRIDAY 5 AM-7 AM	FRIDAY 11 AM-3 PM
MONDAY 8 AM-12 PM	TUESDAY 5 AM-8 AM	WEDNESDAY 5 AM-7 AM	WEDNESDAY 11 AM-3 PM	THURSDAY 8 AM-12 PM	FRIDAY 5 AM-8 AM	
MONDAY 11 AM-3 PM	TUESDAY 8 AM-12 PM	WEDNESDAY 5 AM-8 AM	THURSDAY 5 AM-7 AM	THURSDAY 11 AM-3 PM	FRIDAY 8 AM-12 PM	

PROJECT NAME: STREET SWEEPING - SOUTH WHITTIER					PROJECT I.D. NO. RMD4406005
PROJECT ENGINEER R. GORDILLO	C.E. NO. C 66437	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 708 & 738	SOUTH WHITTIER AREA	SCALE NONE / SHEET 25 OF 31

EXHIBIT F.1

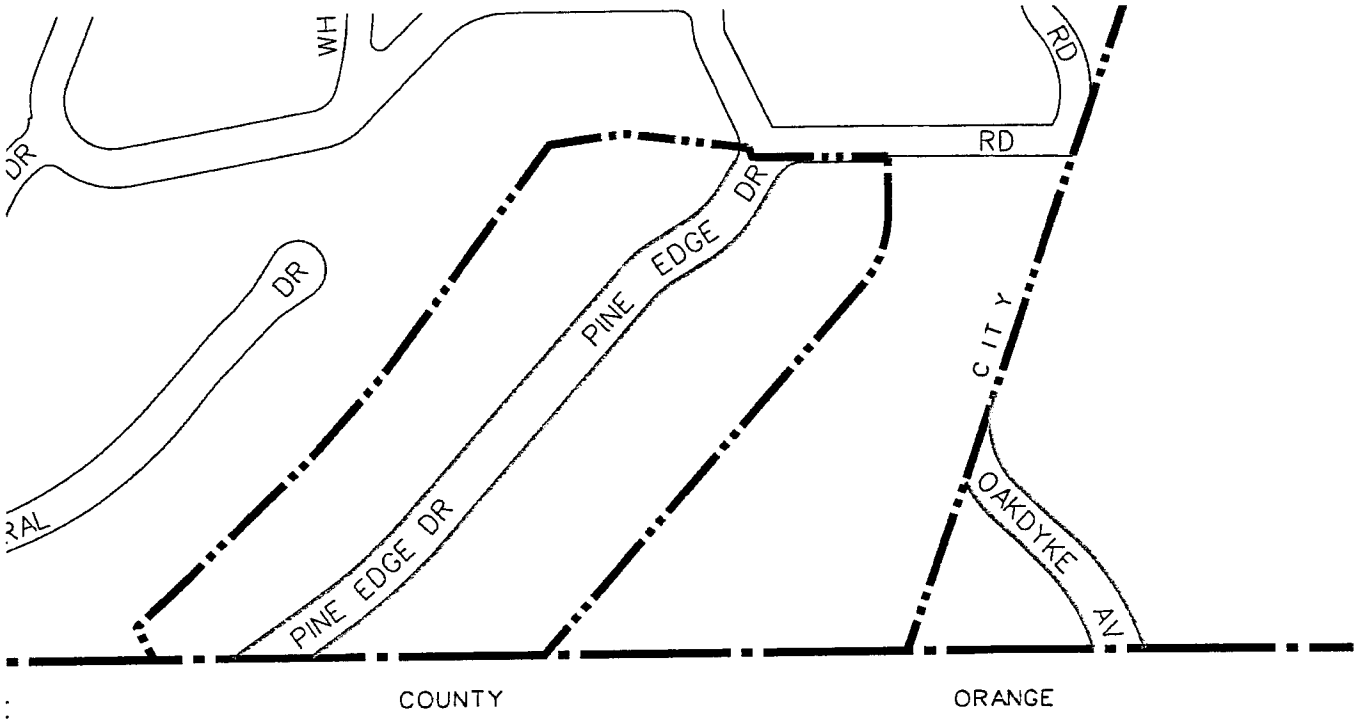


LEGEND

FRIDAY

PROJECT NAME	STREET SWEEPING - SOUTH WHITTIER				PROJECT I.D. NO. RMD4406005	
PROJECT ENGINEER R. GORDILLO	C.E. NO. C 66437	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 708	LA HABRA HEIGHTS AREA	SCALE NONE	SHEET 26 OF 31

EXHIBIT F.1

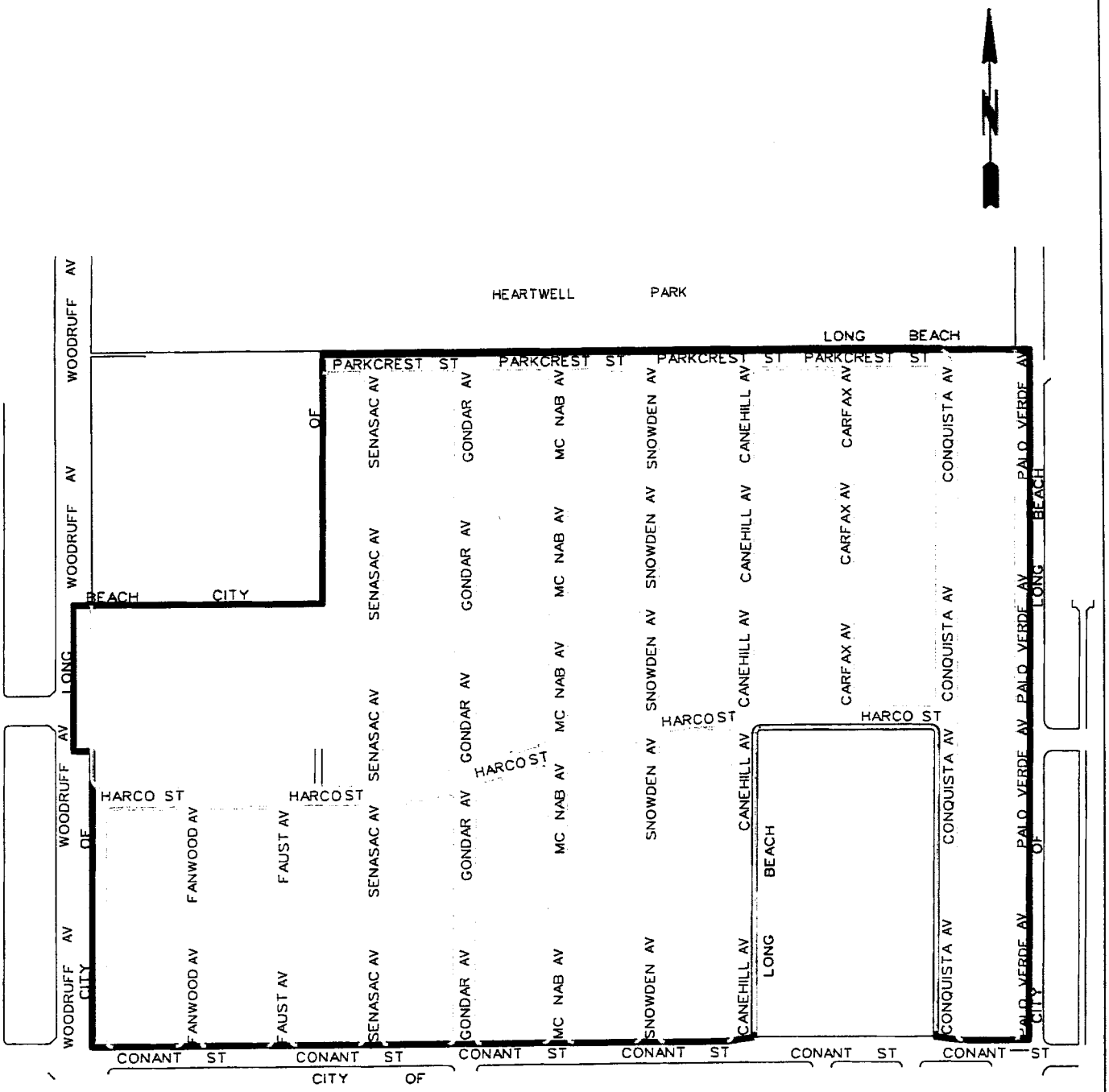


LEGEND

FRIDAY

PROJECT NAME	STREET SWEEPING - SOUTH WHITTIER				PROJECT I.D. NO. RMD4406005	
PROJECT ENGINEER R. GORDILLO	C.E. NO. C 66437	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 708	LA HABRA HEIGHTS AREA	SCALE NONE	SHEET 27 OF 31

EXHIBIT F.1

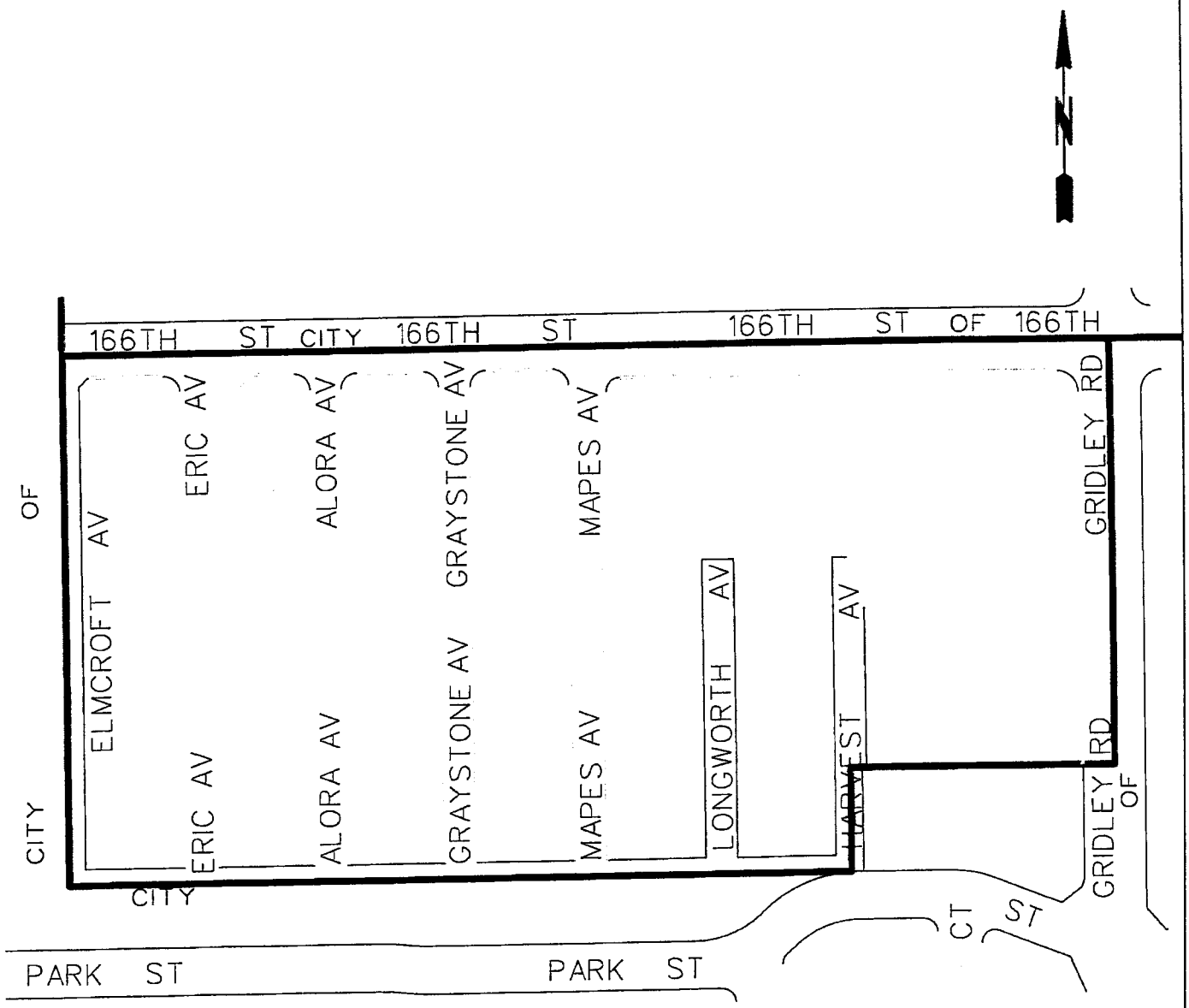


LEGEND

THURSDAY

PROJECT NAME	STREET SWEEPING - SOUTH WHITTIER				PROJECT I.D. NO. RMD4406005	
PROJECT ENGINEER R. GORDILLO	C.E. NO. C 66437	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 766	HARCO TRACT AREA	SCALE NONE	SHEET 28 OF 31

EXHIBIT F.1



LEGEND

THURSDAY

PROJECT NAME: STREET SWEEPING - SOUTH WHITTIER					PROJECT I.D. NO. RMD4406005	
PROJECT ENGINEER: R. GORDILLO	C.E. NO. C 66437	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 736	166TH TRACT AREA	SCALE NONE	SHEET 29 OF 31

ALLEYS

(TO BE SWEPT EVERY WEEK)

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

PROJECT NAME: STREET SWEEPING - SOUTH WHITTIER				PROJECT I.D. NO. RMD4406005	
PROJECT ENGINEER: R. GORDILLO C.E. NO. C 66437	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. NONE		SCALE NONE	SHEET 30 OF 31

CURBED MEDIANS

(TO BE SWEPT EVERY WEEK)

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

SUMMARY OF CURB AND PASS MILES

TYPE	MILES
Streets and Highways	258.75
Raised Curbed Medians	24.89
Paved Alleys	7.25
TOTAL MILES:	290.89

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

EXHIBIT F.2

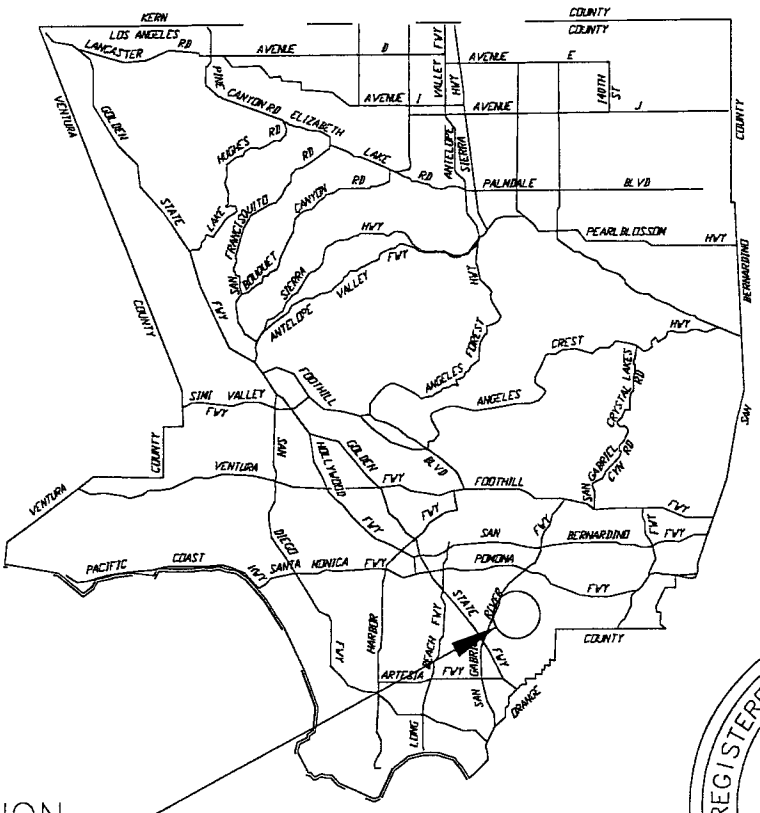
LOS ANGELES COUNTY
DEPARTMENT OF PUBLIC WORKS

PROJECT ID NO. RMD4106006

PRIME CONTRACTOR LICENSE REQUIRED: NONE

STREET SWEEPING – WEST WHITTIER

TOTAL LENGTH: 114.57 MILES



PROJECT LOCATION

VICINITY MAP

No Scale

REGISTERED PROFESSIONAL ENGINEER
RICARDO GORDILLO
C 66437
EXP. 06/30/2012
CIVIL
STATE OF CALIFORNIA

INDEX OF SHEETS

SHT	1	Title Sheet
SHTS	2–11	Location Maps
SHTS	12–13	Summary, Alleys & Medians

APPROVED GAIL FARBER DIRECTOR OF PUBLIC WORKS

BY _____ DEPUTY DIRECTOR DATE

SUBMITTED

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

REFERENCES THOMAS GUIDE 676, 677, 706, & 707

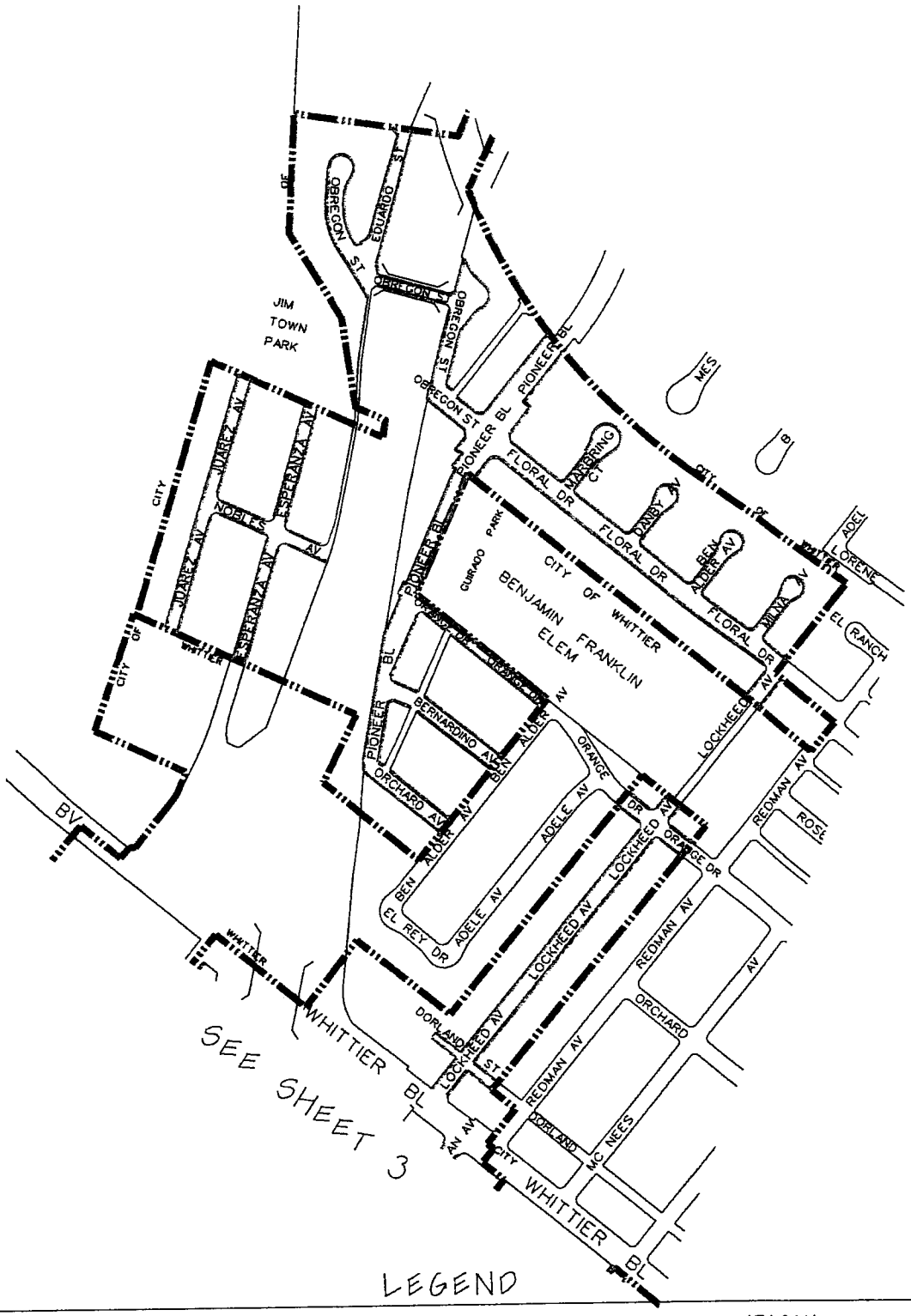
ROAD DIVISION 146 & 446

REVIEWED

_____ DISTRICT ENGINEER–RD.MAINT.DIST. 4 DATE

PROJECT ENGINEER	C.E. NO.	DESIGNER	CHECKER	SHEET 1 OF 13 SHTS.
R. GORDILLO	C 66437	B. LE	W. SWINDLE	DWG. NO. SWEEP–01

EXHIBIT F.2



LEGEND

MONDAY 5 AM-7 AM	TUESDAY 5 AM-7 AM	TUESDAY 11 AM-3 PM	WEDNESDAY 8 AM-12 PM	THURSDAY 5 AM-8 AM	FRIDAY 5 AM-7 AM	FRIDAY 11 AM-3 PM
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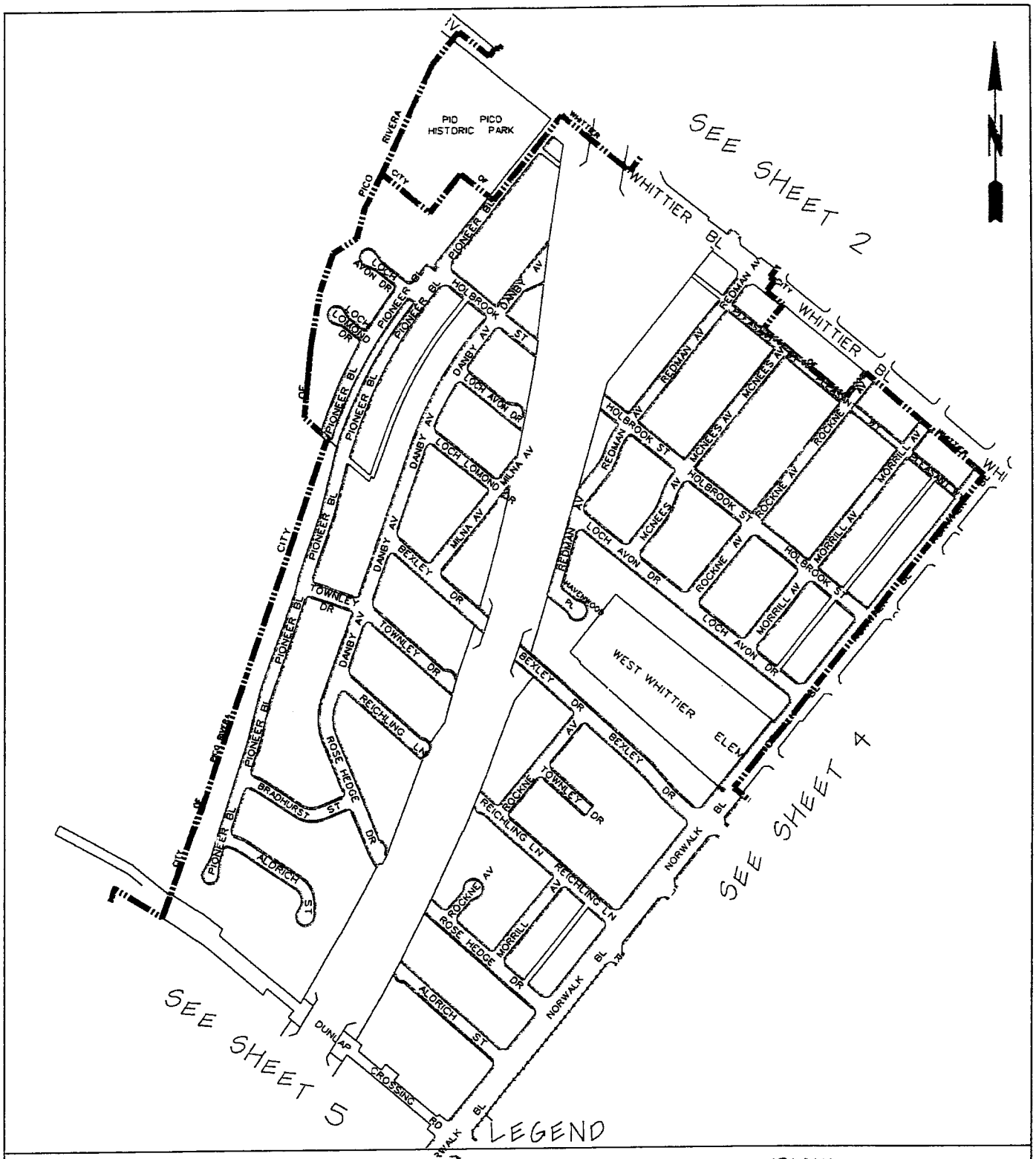
PROJECT NAME	STREET SWEEPING - WEST WHITTIER					PROJECT I.D. NO. RMD4106006
PROJECT ENGINEER R. GORDILLO	C.E. NO. C 66437	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 676	WEST WHITTIER AREA	SCALE NONE	SHEET 2 OF 13

EXHIBIT F.2



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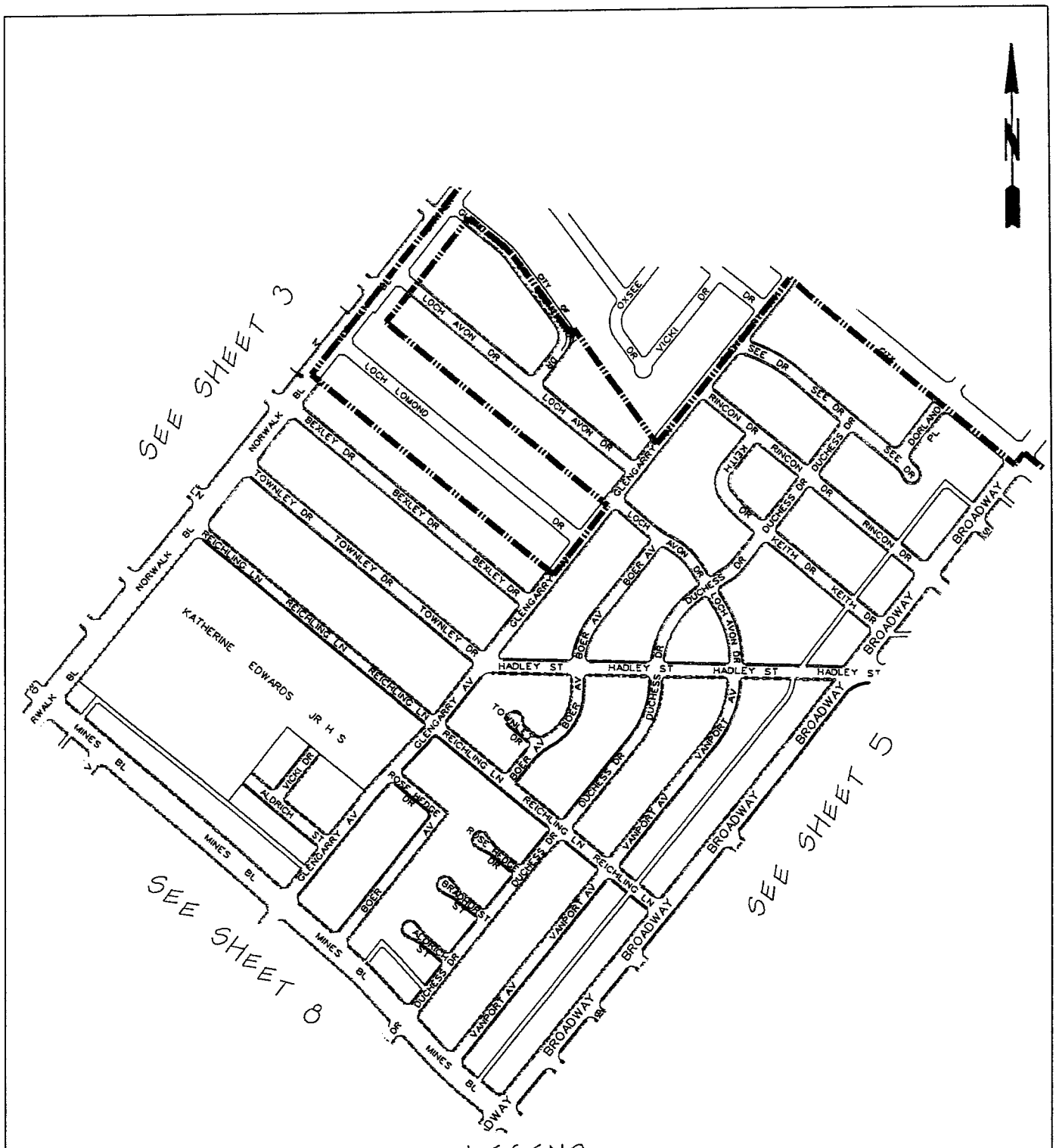
PROJECT ENGINEER R. GORDILLO	C.E. NO. C 66437	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 676	WEST WHITTIER AREA	SCALE NONE	SHEET 3 OF 13

EXHIBIT F.2



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PROJECT ENGINEER R. GORDILLO	C.E. NO. C 66437	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 676 & 677	WEST WHITTIER AREA	SCALE NONE	SHEET 4 OF 13

EXHIBIT F.2

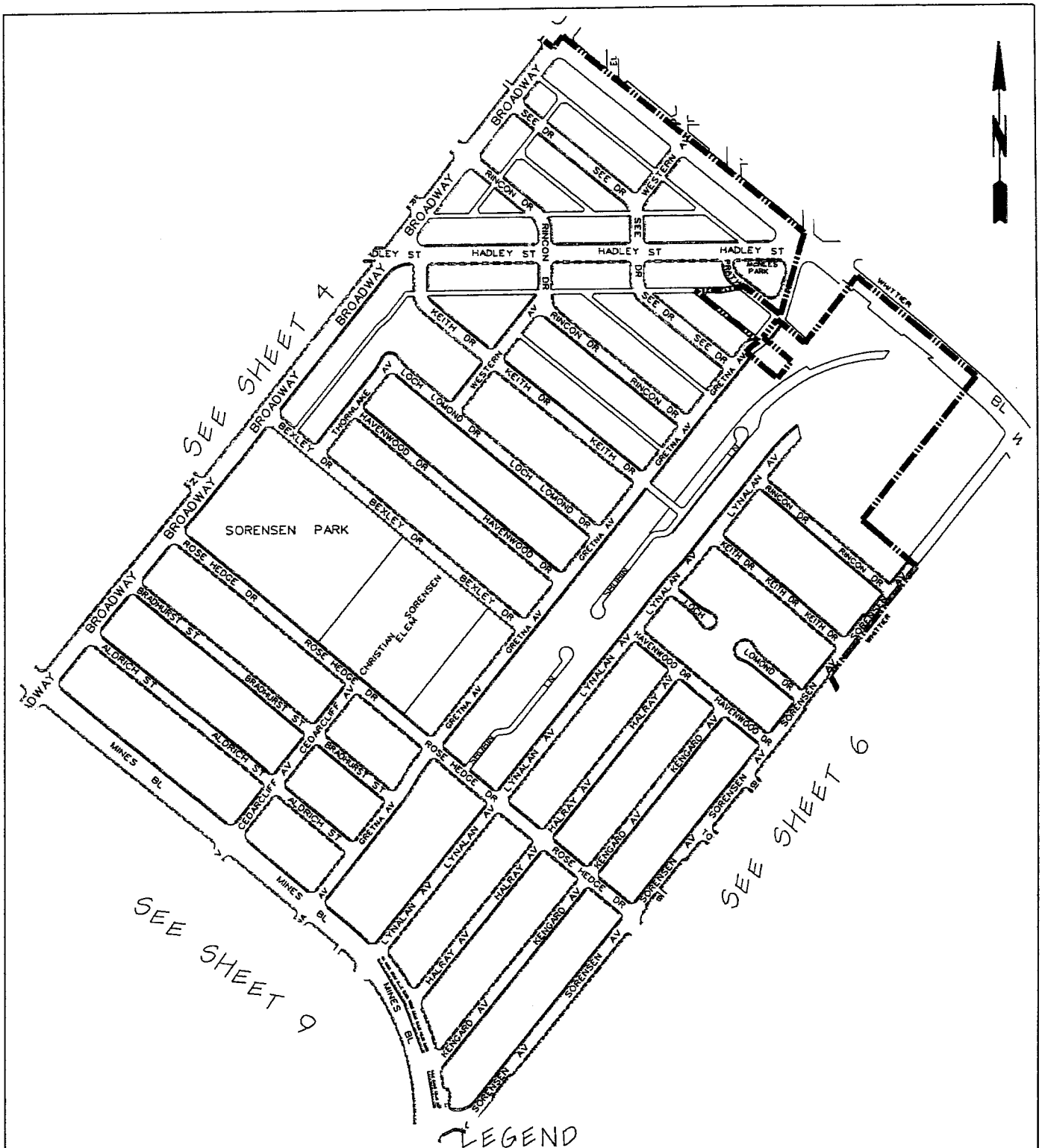

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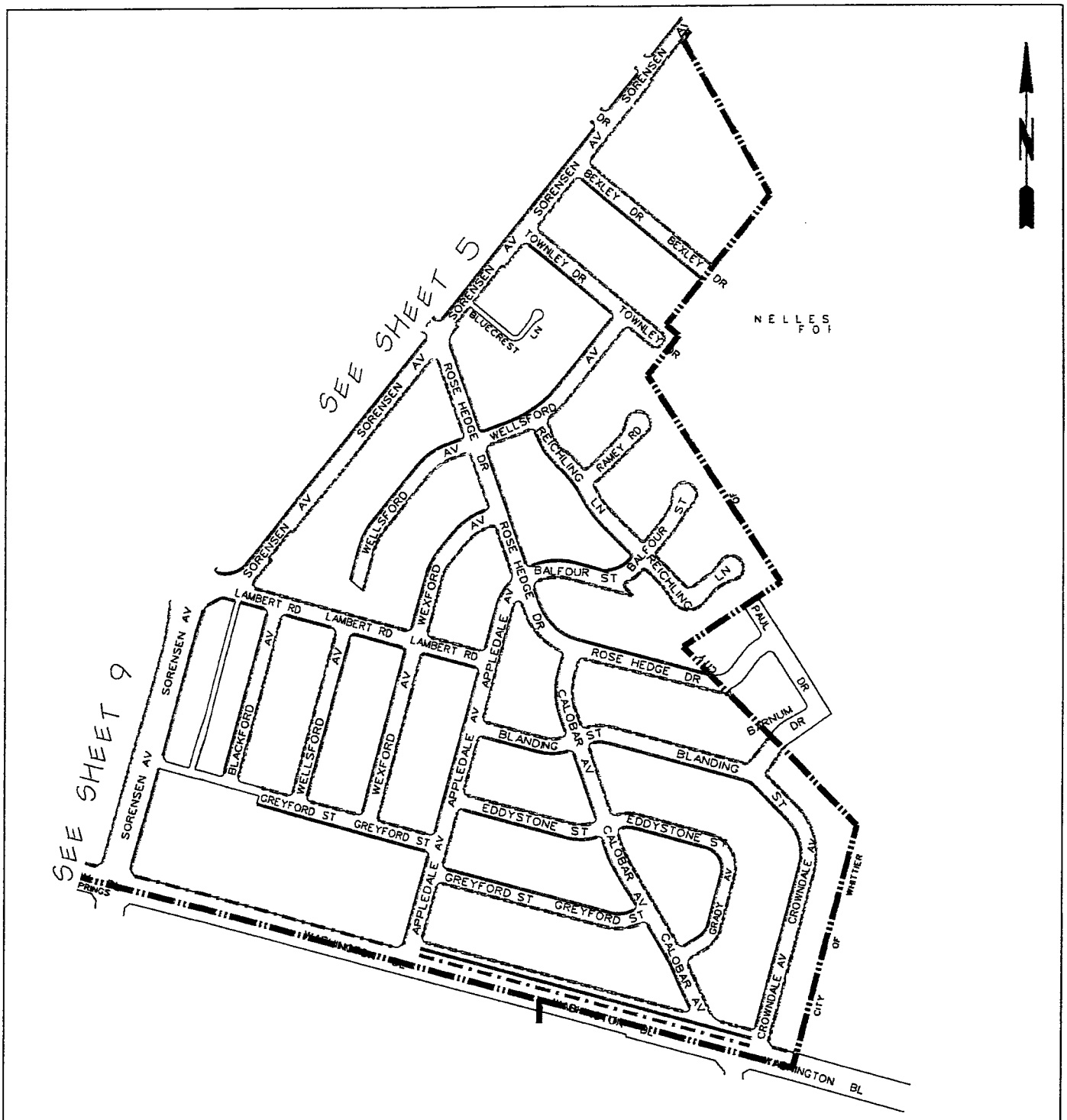
EXHIBIT F.2



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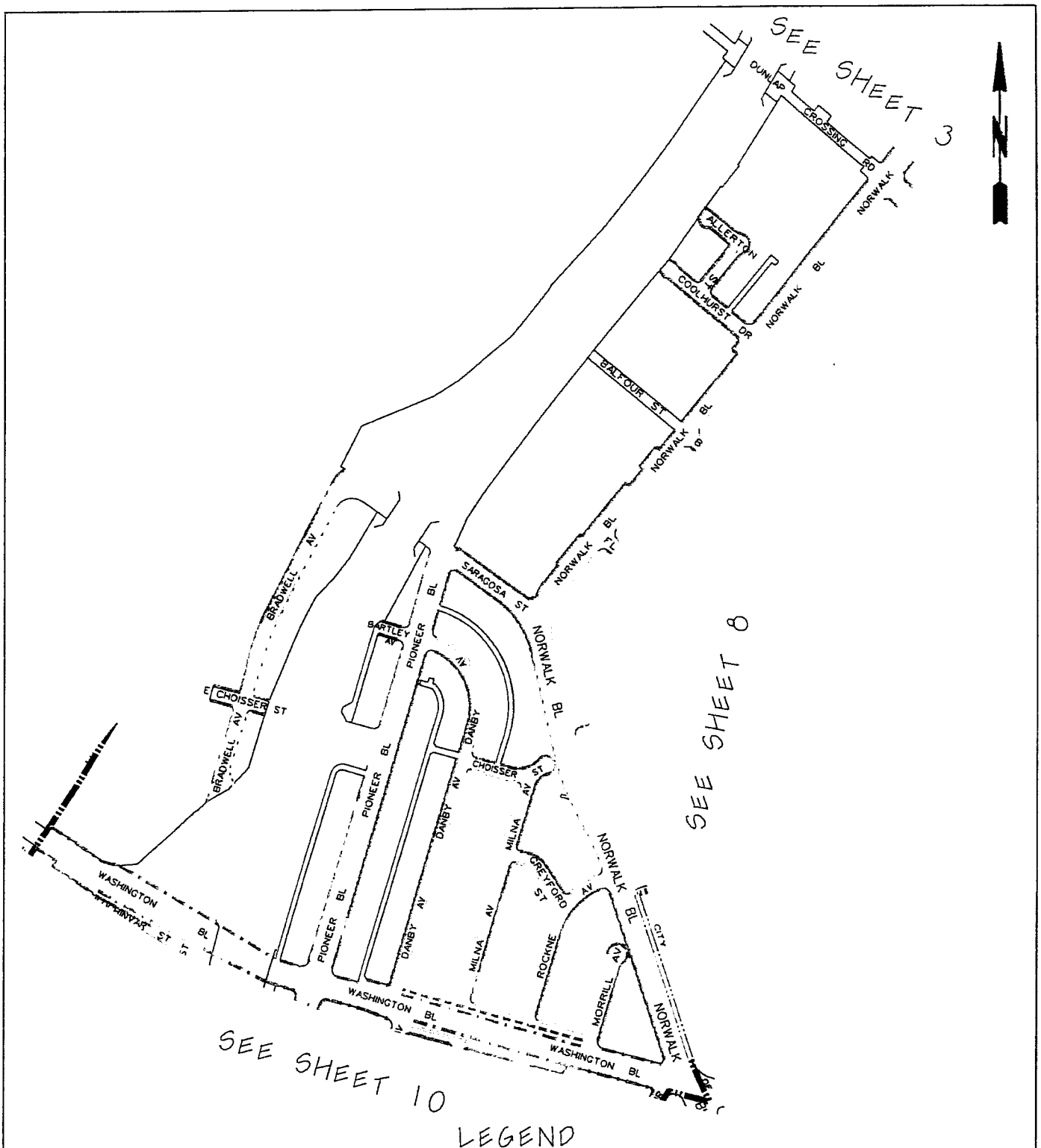
PROJECT ENGINEER R. GORDILLO	C.E. NO. C 66437	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 677 & 707	WEST WHITTIER AREA	SCALE NONE	SHEET 6 OF 13

EXHIBIT F.2



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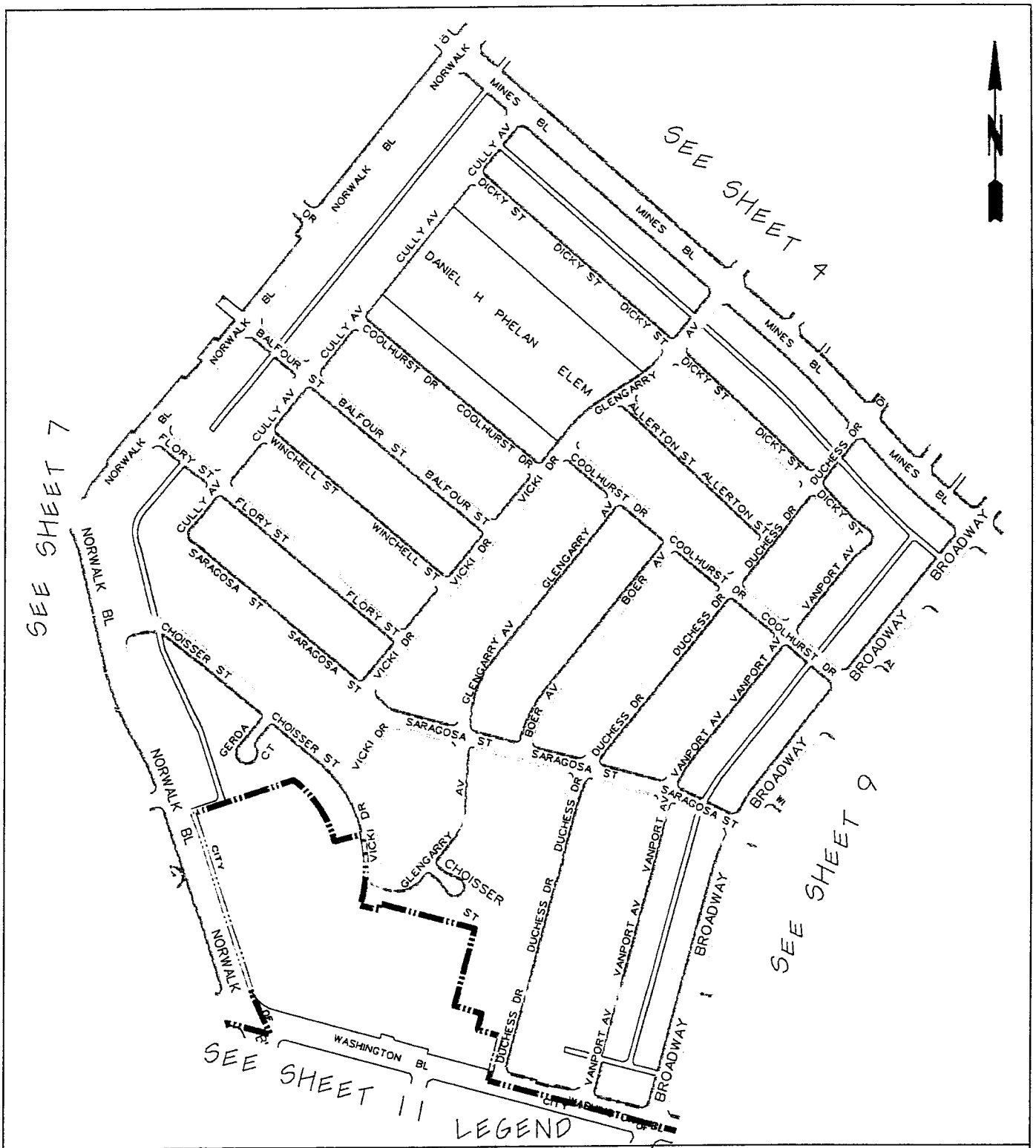
PROJECT ENGINEER R. GORDILLO	C.E. NO. C 66437	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 676	WEST WHITTIER AREA	SCALE NONE	SHEET 7 OF 13

EXHIBIT F.2



MONDAY	TUESDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	FRIDAY
5 AM-7 AM	5 AM-7 AM	11 AM-3 PM	8 AM-12 PM	5 AM-8 AM	5 AM-7 AM	11 AM-3 PM
MONDAY	TUESDAY	WEDNESDAY	WEDNESDAY	THURSDAY	FRIDAY	
8 AM-12 PM	5 AM-8 AM	5 AM-7 AM	11 AM-3 PM	8 AM-12 PM	5 AM-8 AM	
MONDAY	TUESDAY	WEDNESDAY	THURSDAY	THURSDAY	FRIDAY	
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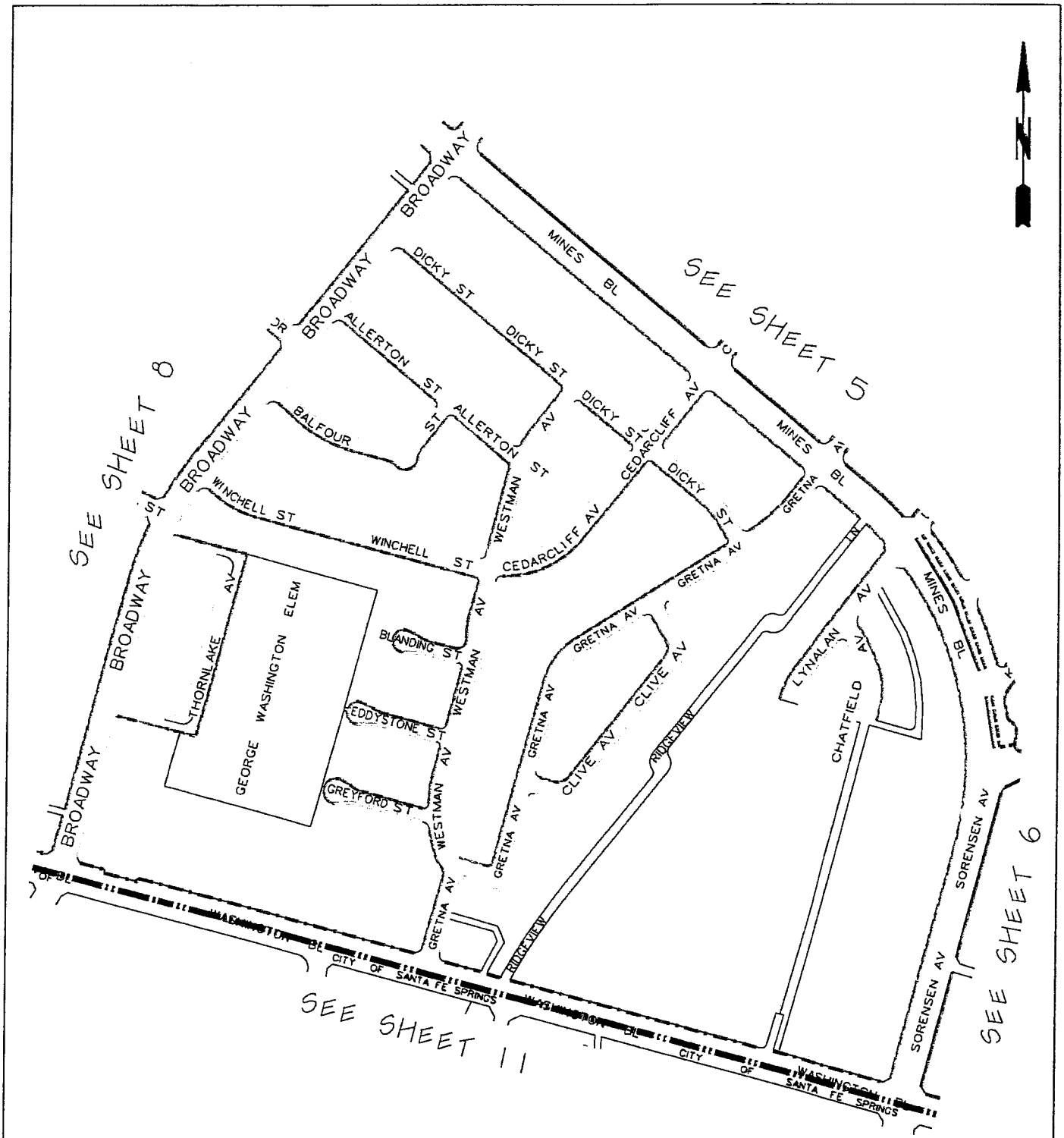
EXHIBIT F.2



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MONDAY 5 AM-7 AM	TUESDAY 5 AM-7 AM	TUESDAY 11 AM-3 PM	WEDNESDAY 8 AM-12 PM	THURSDAY 5 AM-8 AM	FRIDAY 5 AM-7 AM	FRIDAY 11 AM-3 PM
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EXHIBIT F.2

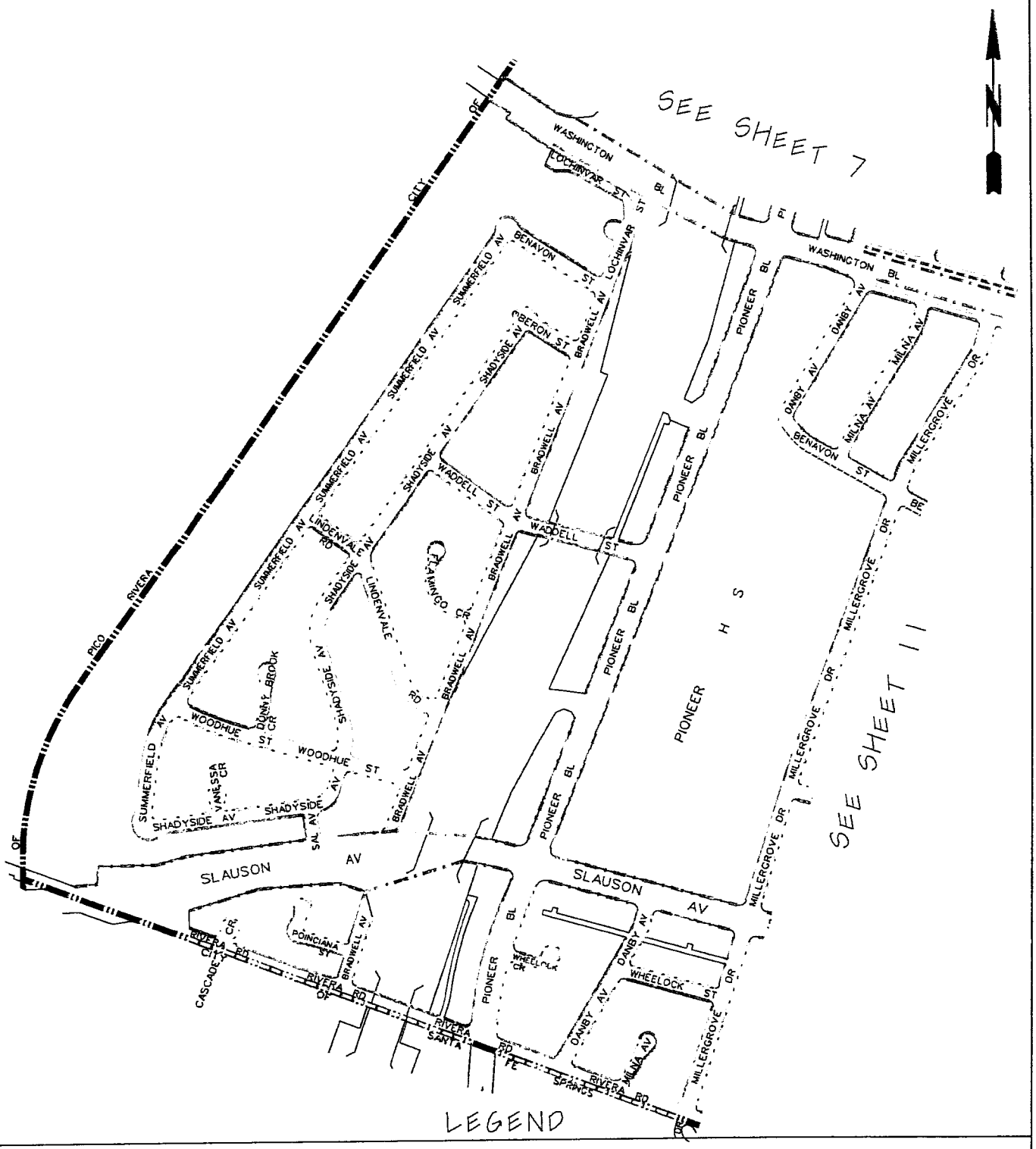

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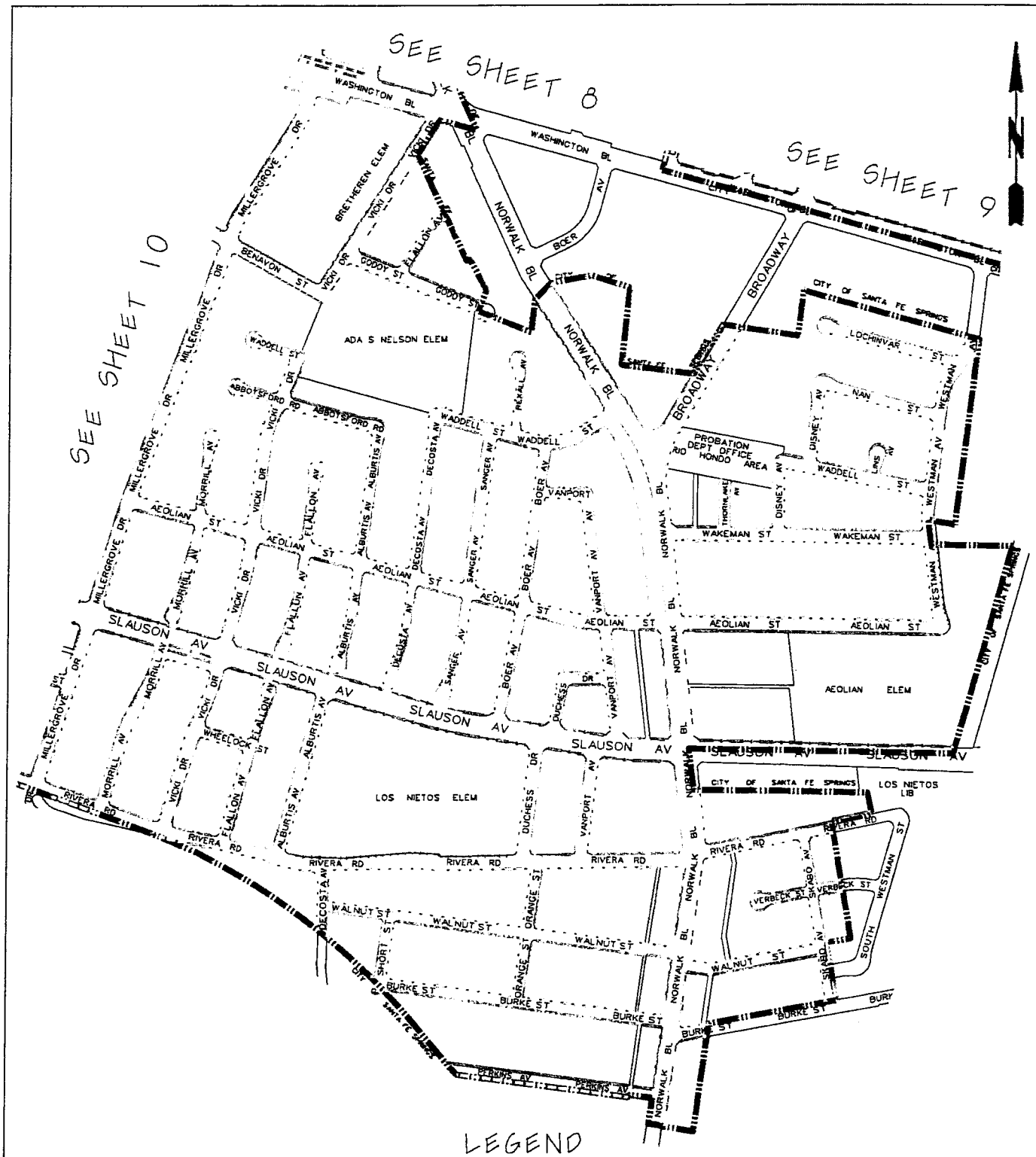
EXHIBIT F.2



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PROJECT ENGINEER R. GORDILLO	C.E. NO. C 66437	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 676 & 706	WEST WHITTIER AREA	SCALE NONE / SHEET 11 OF 13

ALLEYS

(TO BE SWEPT EVERY WEEK)

ALLEY LOCATION	LIMITS	PASS MILES
Alley E/o Broadway	Alley N/o Hadley Street / Alley S/o Whittier Boulevard	0.25
Alley E/o Broadway	Bexley Drive / Keith Drive	0.30
Alley E/o Danby Avenue	Choisser Street / Pioneer Boulevard	0.29
Alley E/o Gretna Avenue	Washington Blvd / Alley N/o Washington Blvd	0.06
Alley E/o Norwalk Boulevard	Alley N/o Washington Boulevard / Flory Street	0.53
Alley E/o Norwalk Boulevard	BURKE Street / WALNUT Street	0.09
Alley E/o Norwalk Boulevard	Wakeman Street / 220' N/o Wakeman Street	0.08
Alley E/o Norwalk Boulevard	Walnut Street / Rivera Road	0.19
Alley E/o Norwalk Boulevard	400' S/o Balfour Street / Alley N/o Mines Boulevard	0.76
Alley E/o Pioneer Boulevard	Orchard Avenue / Orange Drive	0.20
Alley E/o Pioneer Boulevard	Washington Blvd / 1320' N/o Washington Blvd	0.50
Alley E/o Pioneer Boulevard	850' S/o Holbrook Street / Holbrook Street	0.32
Alley E/o Sorensen Avenue	Greyford Street / Lambert Road	0.24
Alley N/o Hadley Street	Broadway / Alley S/o Whittier Boulevard	0.47
Alley N/o Mines Boulevard	Alley E/o Norwalk Boulevard / Glengarry Avenue	0.45
Alley N/o Mines Boulevard	Alley W/o Duchess Drive / Duchess Drive	0.10
Alley N/o See Drive	Alley S/o Hadley Street / Gretna Avenue	0.12
Alley N/o Washington Boulevard	Alley E/o Pioneer Boulevard / Danby Avenue	0.04
Alley N/o Washington Boulevard	Alley W/o Pioneer Boulevard / Pioneer Boulevard	0.05
Alley N/o Washington Boulevard	Gretna Avenue / Alley E/o Gretna Avenue	0.06
Alley N/o Washington Boulevard	Norwalk Boulevard / Alley E/o Norwalk Boulevard	0.05
Alley N/o Washington Boulevard	120' W/o Vanport Avenue / Broadway	0.14
Alley S/o Hadley Street	Keith Drive / Prather Avenue	0.55
Alley S/o Holbrook Street	Pioneer Boulevard / Alley E/o Pioneer Boulevard	0.06
Alley S/o Mines Boulevard	Lynalan Avenue / Chatfield Avenue	0.25
Alley S/o Mines Boulevard	Cully Avenue / Broadway	0.83
Alley S/o Rincon Drive	Western Avenue / Gretna Avenue	0.31
Alley S/o See Drive	Alley E/o Broadway / Alley N/o Hadley Street	0.16
Alley S/o See Drive	Alley S/o Hadley Street / Gretna Avenue	0.27
Alley S/o Slauson Avenue	400' W/o Danby Avenue / 420' E/o Danby Avenue	0.31
Alley S/o Whittier Boulevard	Alley W/o Broadway / Hadley Street	0.50
Alley S/o Whittier Boulevard	160' W/o Redman Avenue / Redman Avenue	0.06
Alley S/o Whittier Boulevard	Pioneer Boulevard / 150' E/o Pioneer Boulevard	0.06
Alley W/o Broadway	Alley N/o Washington Blvd / Alley S/o Mines Boulevard	0.87
Alley W/o Broadway	Mines Boulevard / Alley S/o Whittier Boulevard	0.13
Alley W/o Duchess Drive	Mines Boulevard / Alley N/o Mines Boulevard	0.05
Alley W/o Norwalk Boulevard	Coolhurst Drive / 300' N/o Coolhurst Drive	0.11
Alley W/o Norwalk Boulevard	Loch Avon Drive / Pleasant Way	0.30
Alley W/o Norwalk Boulevard	Perkins Avenue / Rivera Road	0.39
Alley W/o Norwalk Boulevard	Rose Hedge Drive / Reichling Lane	0.15
Alley W/o Norwalk Boulevard	Slauson Avenue / Aeolian Street	0.17
Alley W/o Pioneer Boulevard	Obregon Street / 400' N/o Obregon Street	0.15
Alley W/o Pioneer Boulevard	Rivera Road / 500' N/o Rivera Road	0.19
Alley W/o Pioneer Boulevard	Waddell Street / 540' N/o Waddell Street	0.20
Alley W/o Pioneer Boulevard	Washington Boulevard / Alley N/o Washington Boulevard	0.32
Alley W/o Pioneer Boulevard	380' S/o Bartley Avenue / Bartley Avenue	0.14
	TOTAL PASS MILES:	11.86

PROJECT NAME: STREET SWEEPING - WEST WHITTIER				PROJECT I.D. NO. RMD4106006	
PROJECT ENGINEER: R. GORDILLO	C.E. NO. C 66437	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. NONE	SCALE NONE	SHEET 12 OF 13

CURBED MEDIANS

(TO BE SWEPT EVERY WEEK)

STREET NAME	LIMITS	SIDE	CURB MILES
Bradwell Avenue	Saragosa Street/100' N/o Saragosa Street	B/S	0.04
Broadway	Norwalk Boulevard/60' N/o Norwalk Boulevard	B/S	0.03
Norwalk Boulevard	Broadway/100' N/o Broadway	B/S	0.04
Obregon Street	San Gabriel River Fwy/50' E/o San Gabriel River Fwy	B/S	0.03
Pioneer Boulevard	Washington Boulevard/Slauson Avenue	B/S	0.98
Slauson Avenue	300' W/o Sal Avenue/Danby Avenue	B/S	0.63
Sorensen Avenue	Washington Boulevard/300' N/o Washington Boulevard	B/S	0.11
Washington Boulevard	300' W/o San Gabriel River Fwy/200' E/o Pioneer Blvd	B/S	0.37
Washington Boulevard	Broadway/Appledale Avenue	N/S	0.74
	TOTAL CURB MILES:		2.97

SUMMARY OF CURB AND PASS MILES

TYPE	MILES
Streets and Highways	99.74
Raised Curbed Medians	2.97
Paved Alleys	11.86
TOTAL MILES:	114.57

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

SWEEPING MILES SCHEDULE

	CURB AND MEDIANS	ALLEYS
MONDAY	22.89	
TUESDAY	14.59	11.86
WEDNESDAY	20.29	
THURSDAY	21.17	
FRIDAY	23.77	
	102.71	11.86
TOTAL MILES	**114.57**	

PROJECT NAME	STREET SWEEPING - WEST WHITTIER			PROJECT I.D. NO. RMD4106006	
PROJECT ENGINEER R. GORDILLO C.E. NO. C 66437	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. NONE		SCALE NONE	SHEET 13 OF 13

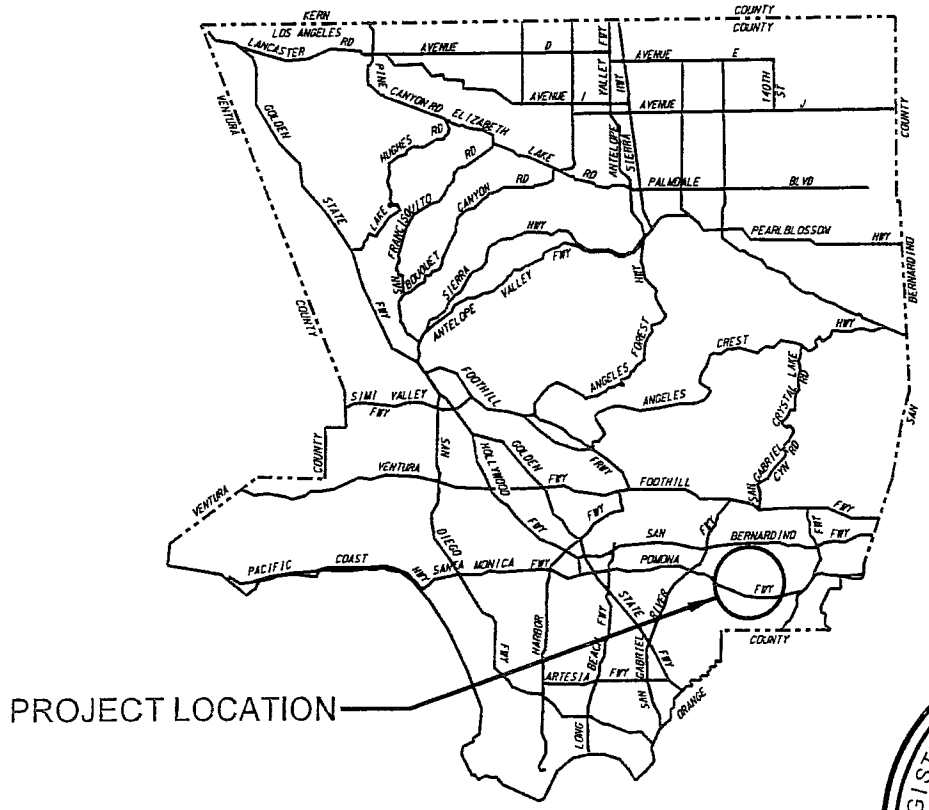
EXHIBIT F.3

LOS ANGELES COUNTY
DEPARTMENT OF PUBLIC WORKS

PRIME CONTRACTOR LICENSE REQUIRED: NONE REQUIRED

VALiNDA / HACiENDS HEiGHTS AREA
STREET SWEEPiNG

TOTAL LENGTH = 361.06 MILES



VICINITY MAP
No Scale

REGISTERED PROFESSIONAL ENGINEER
DAVID E. OBOZA
C 70709
EXP. 06/30/11
CIVIL
STATE OF CALIFORNIA

INDEX OF SHEETS

SHEET	1	Title Sheet
SHEET	2 - 9	Valinda Corridor Location Maps
SHEET	10	Hacienda Hts. Location Map
SHEET	11	Summary, Alleys & Medians

REFERENCES
THOMAS GUIDE 638, 678
ROAD DISTRICT 117, 416

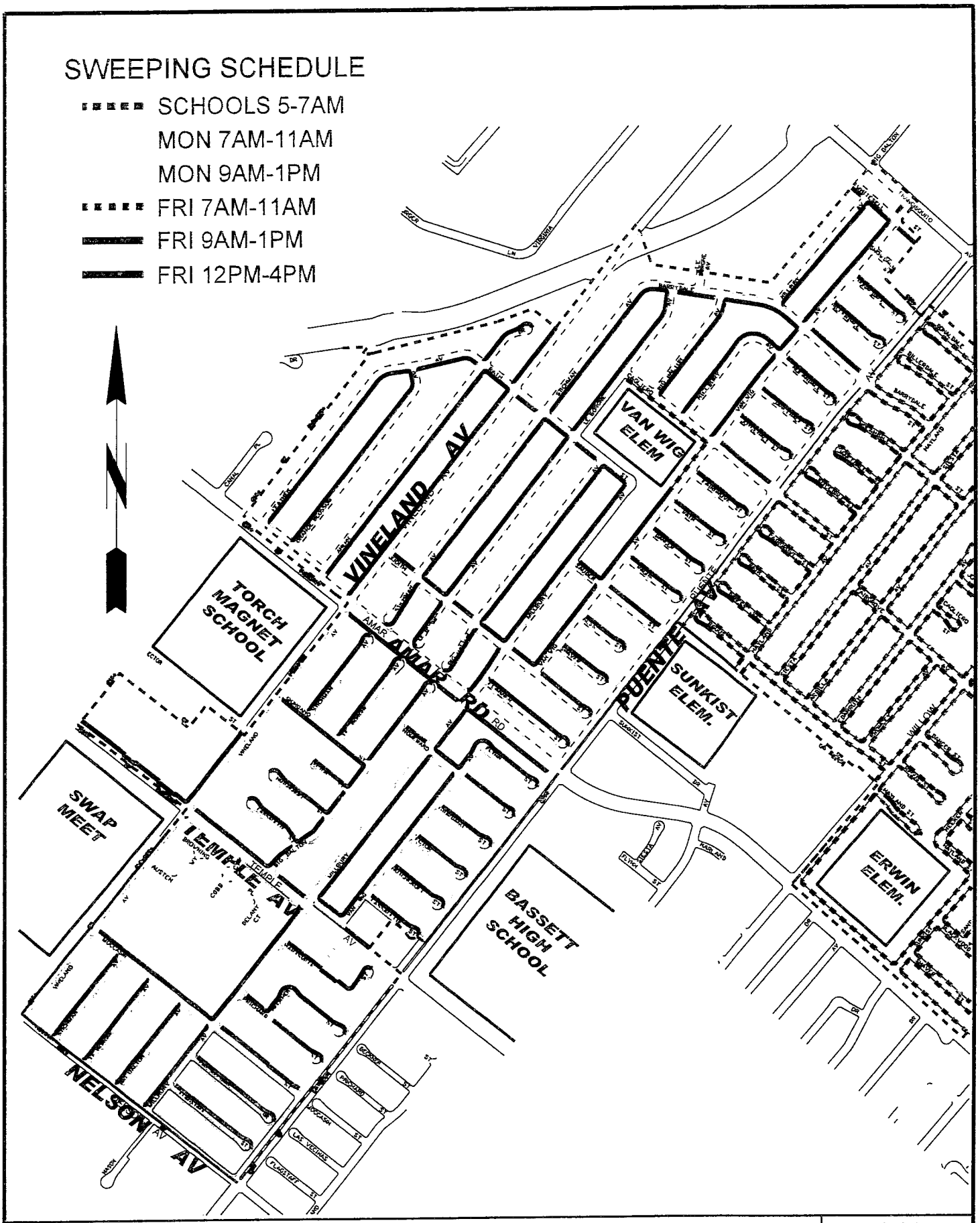
APPROVED Gail Farber DIRECTOR OF PUBLIC WORKS
DEPUTY DIRECTOR DATE

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

REVIEWED
DISTRICT ENGINEER-RD.MAINT.DIST. 1 DATE

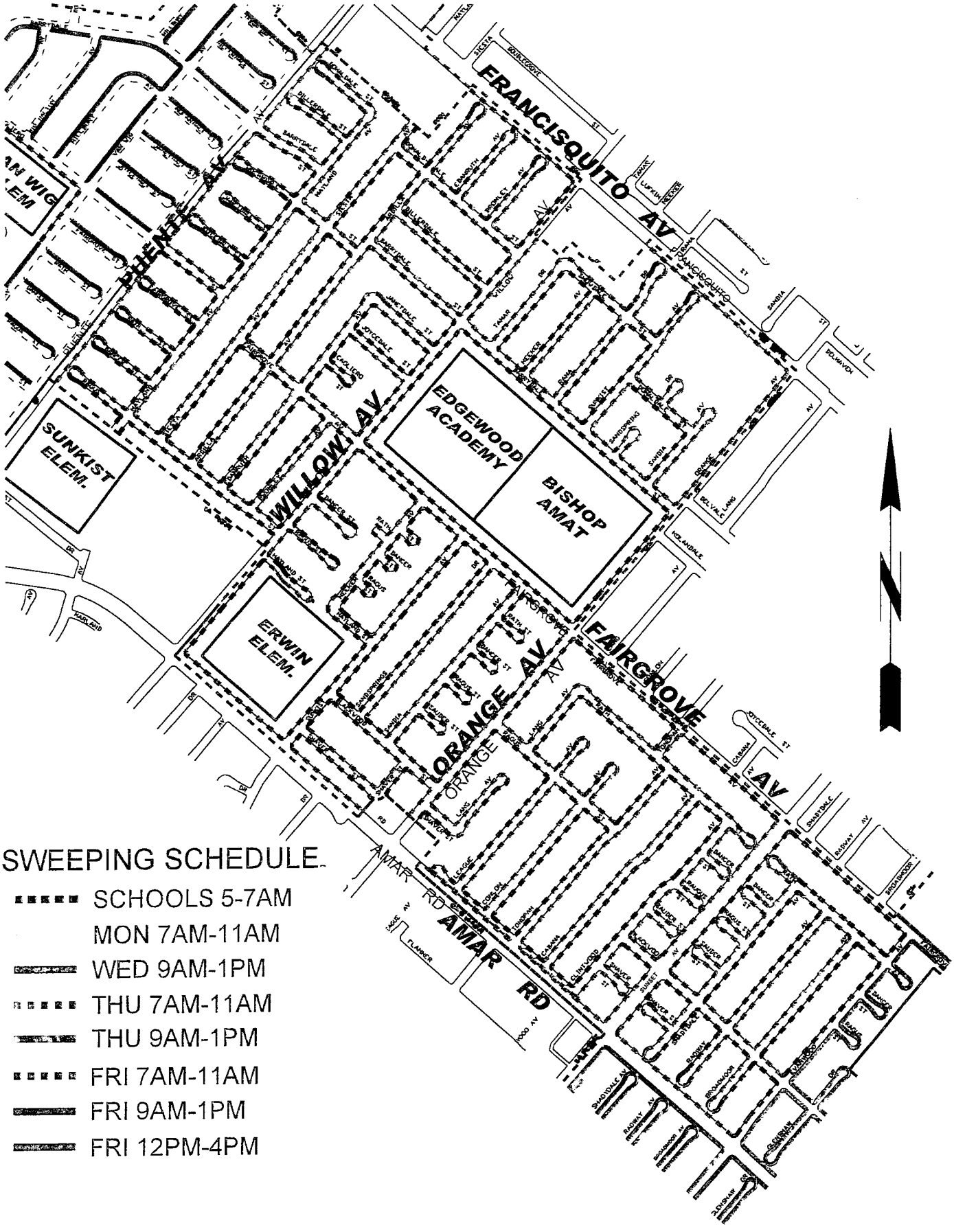
PROJECT ENGINEER	C.E. NO.	DESIGNER	CHECKER	SHEET 1 OF 11 SHTS.
D. OBOZA	C 70709	D. OBOZA	J. COLLINS	DWG. NO.

EXHIBIT F.3



PROJECT NAME	VALINDA / HACIENDA HEIGHTS STREET SWEEPING					PROJECT I.D.	
PROJECT ENGINEER	D. OBOZA	C.E. NO. C 7079	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. 638-B2	FILENAME	SCALE NONE	SHEET 2 OF 11

EXHIBIT E 3

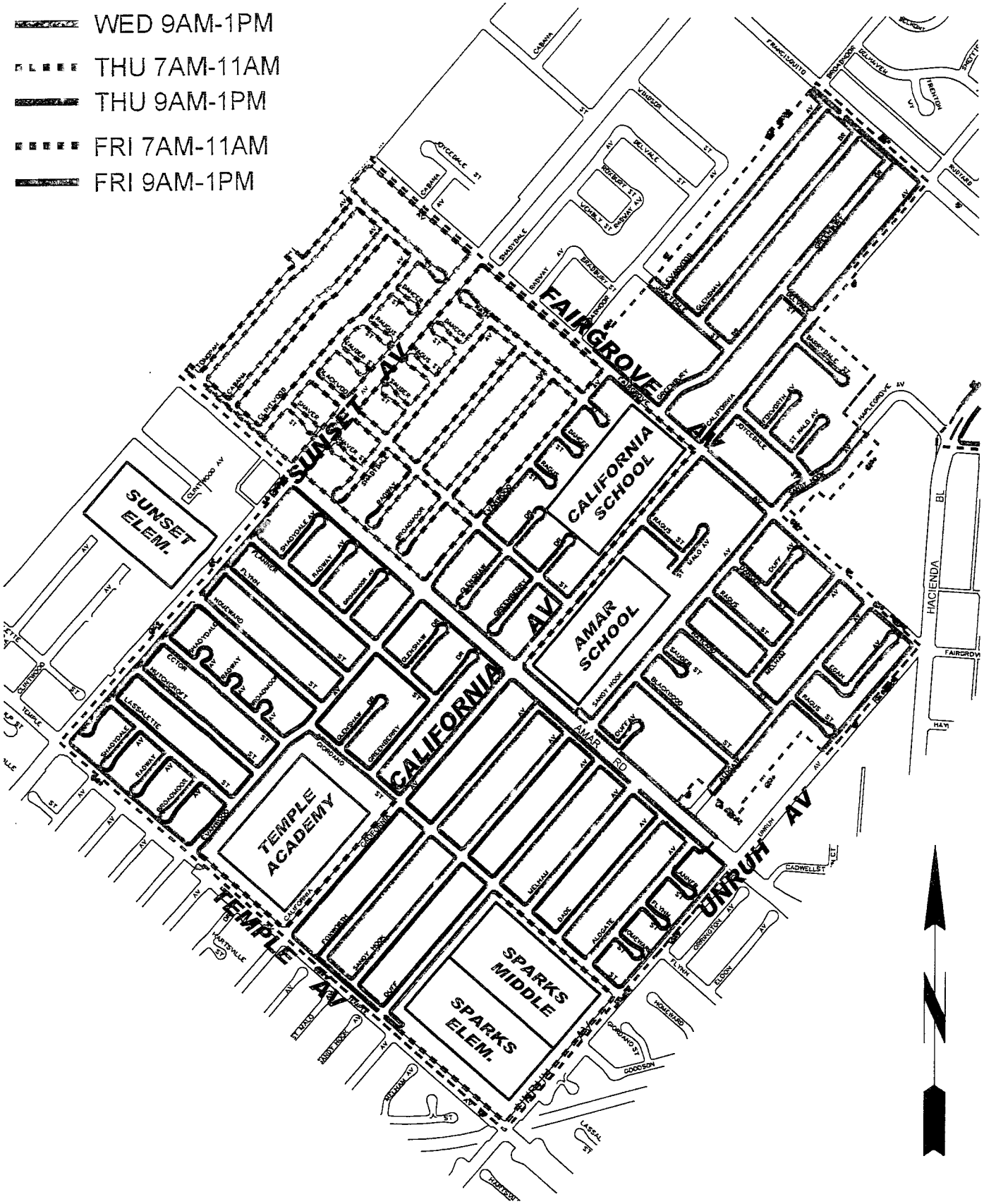


PROJECT NAME	VALINDA / HACIENDA HEIGHTS STREET SWEEPING					PROJECT I.D.	
PROJECT	C.E. NO.	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS	T.G.	FILENAME	SCALE	SHEET

EXHIBIT F.3

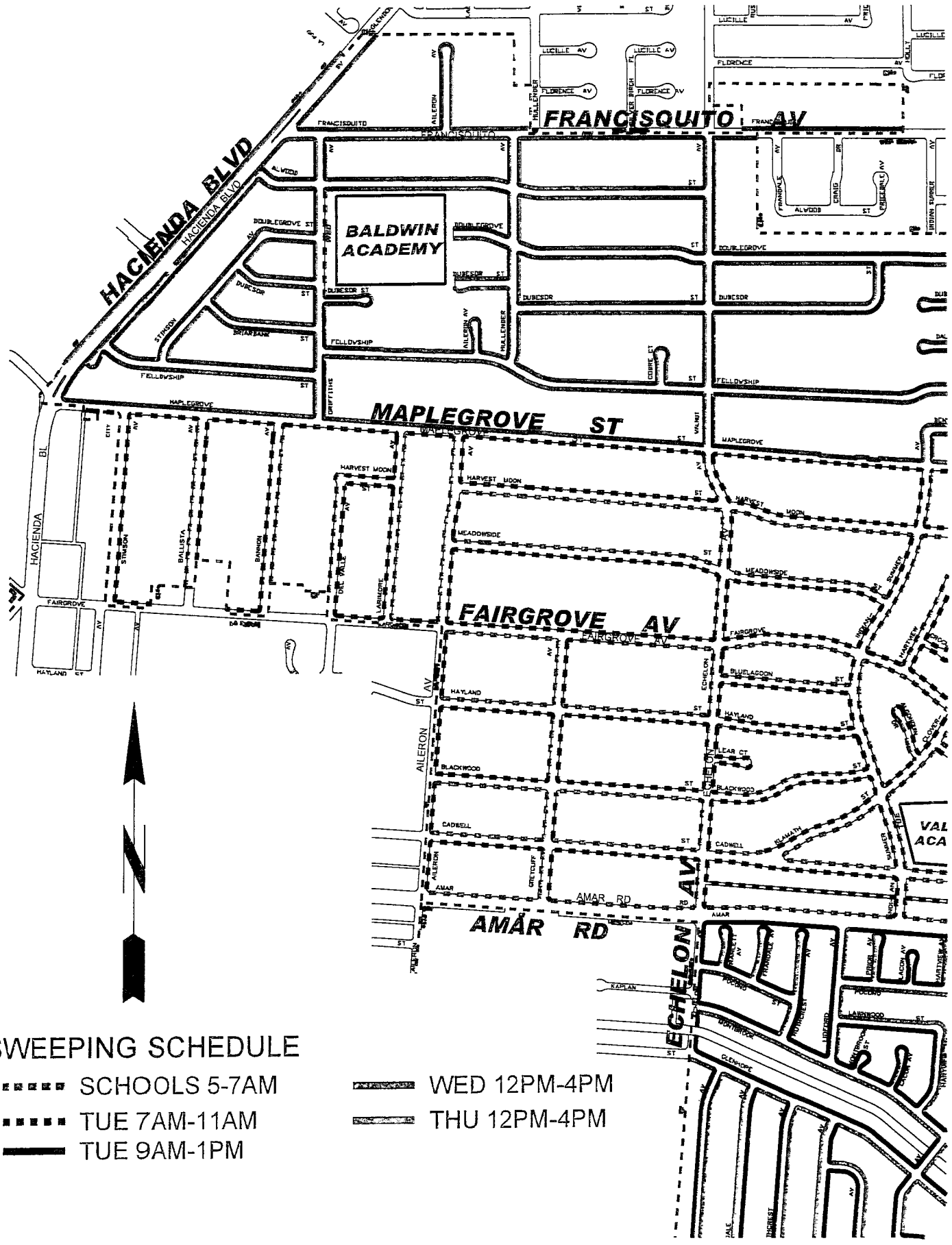
SWEEPING SCHEDULE

- SCHOOLS 5-7AM
- WED 9AM-1PM
- THU 7AM-11AM
- THU 9AM-1PM
- FRI 7AM-11AM
- FRI 9AM-1PM



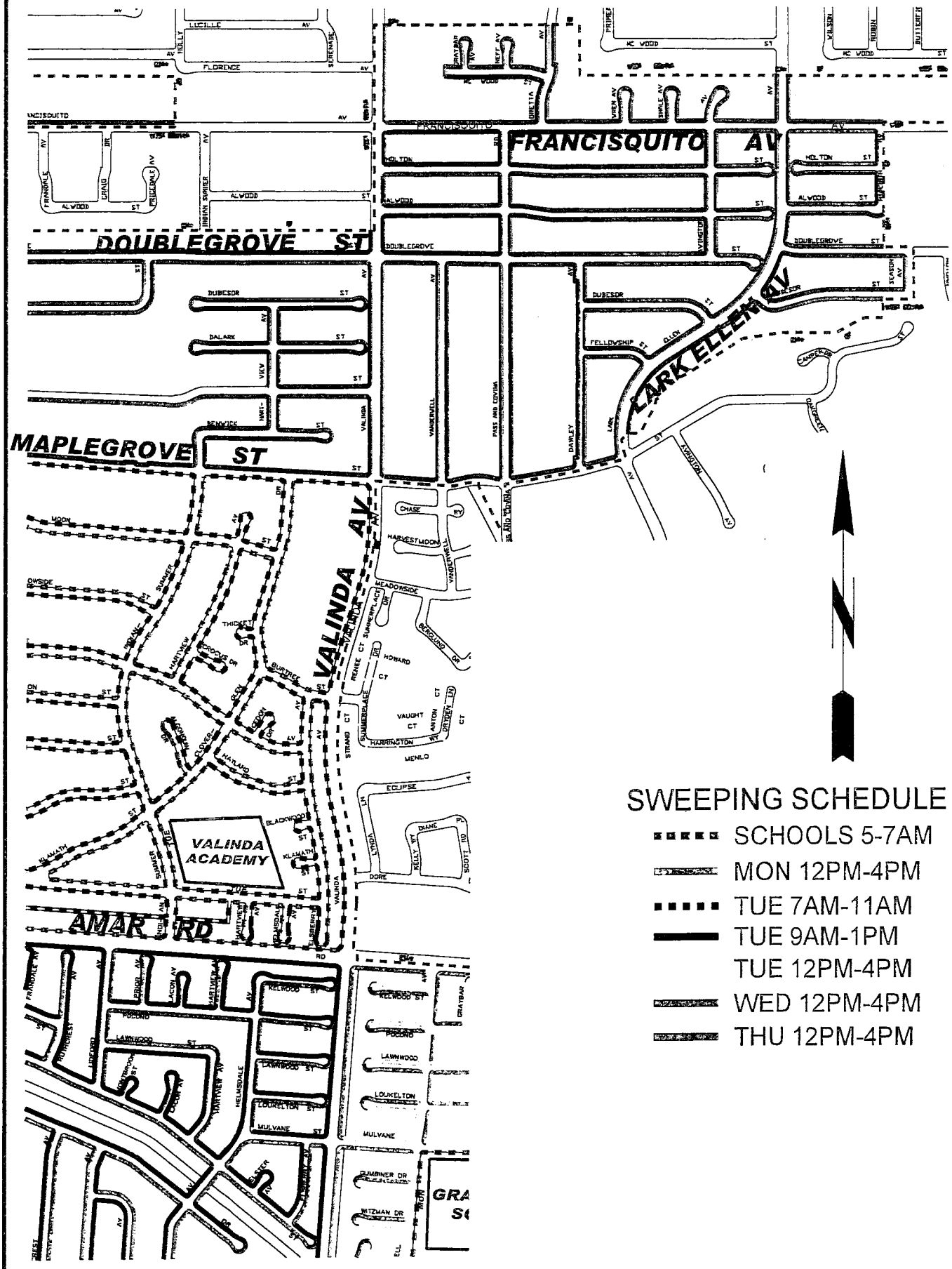
PROJECT NAME	VALINDA / HACIENDA HEIGHTS STREET SWEEPING					PROJECT I.D.	
PROJECT ENGINEER	D. OROZA	C.E. NO.	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS	T.G.	FILENAME	SCALE	SHEET

EXHIBIT E.3



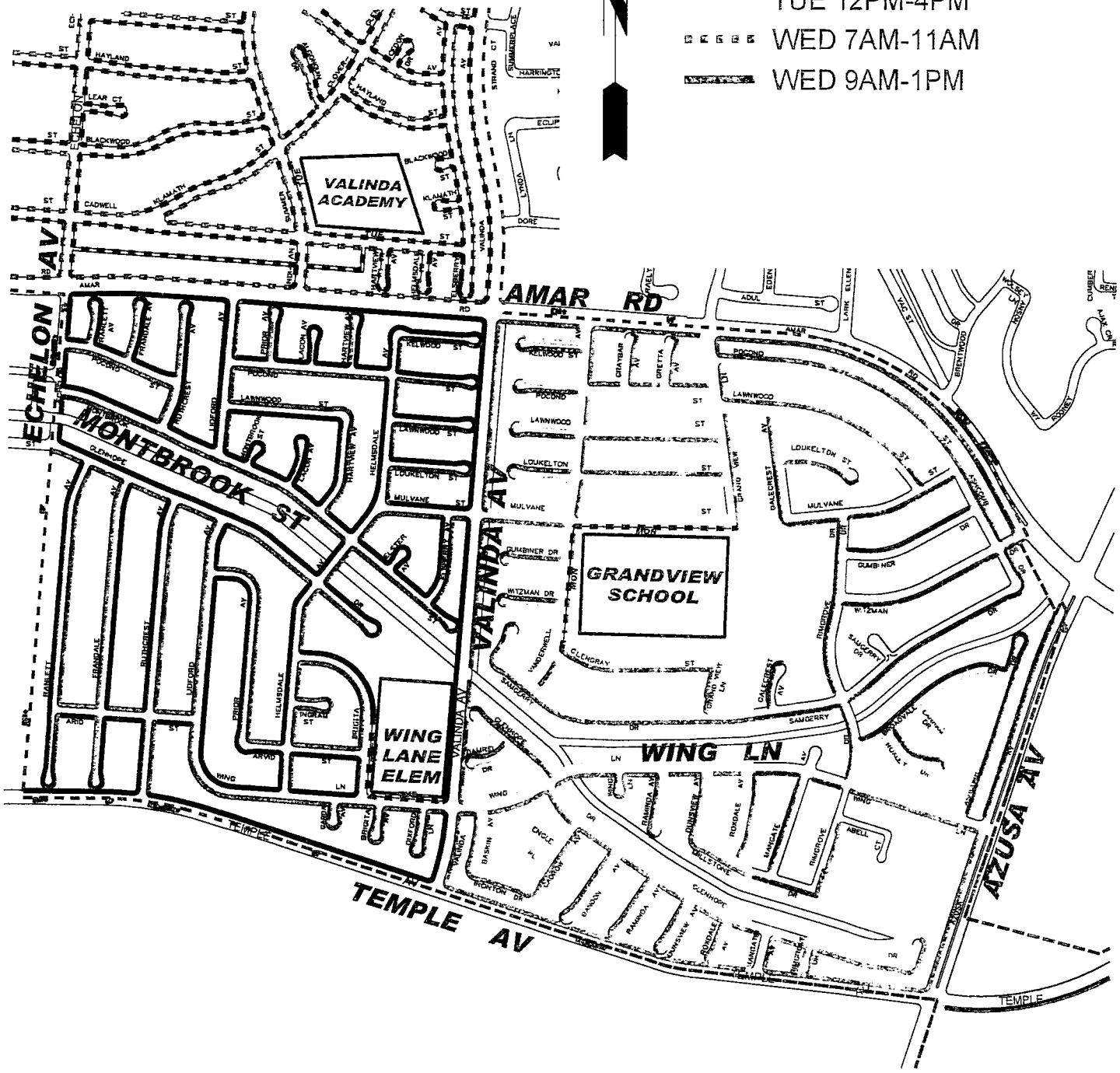
PROJECT NAME	VALINDA / HACIENDA HEIGHTS STREET SWEEPING					PROJECT I.D.	
PROJECT ENGINEER	D. OBOZA	C.E. NO. C 7079	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. 638-B2	FILENAME	SCALE NONE	SHEET 5 OF 11

EXHIBIT F-3



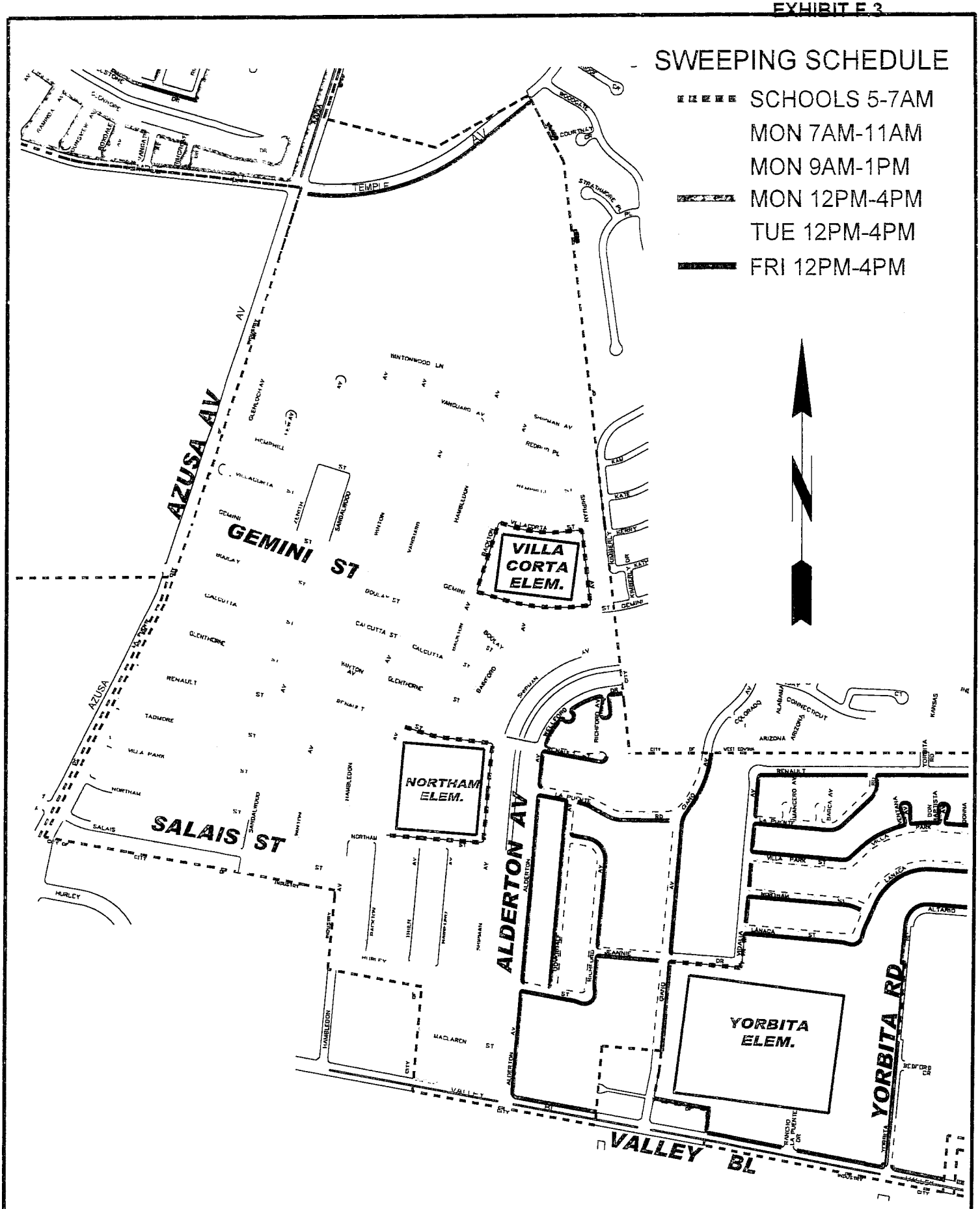
PROJECT NAME	VALINDA / HACIENDA HEIGHTS STREET SWEEPING				PROJECT I.D.	
PROJECT	D. OROZA	C.E. NO.	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS	T.G.	FILENAME	SCALE	SHEET

EXHIBIT F.3



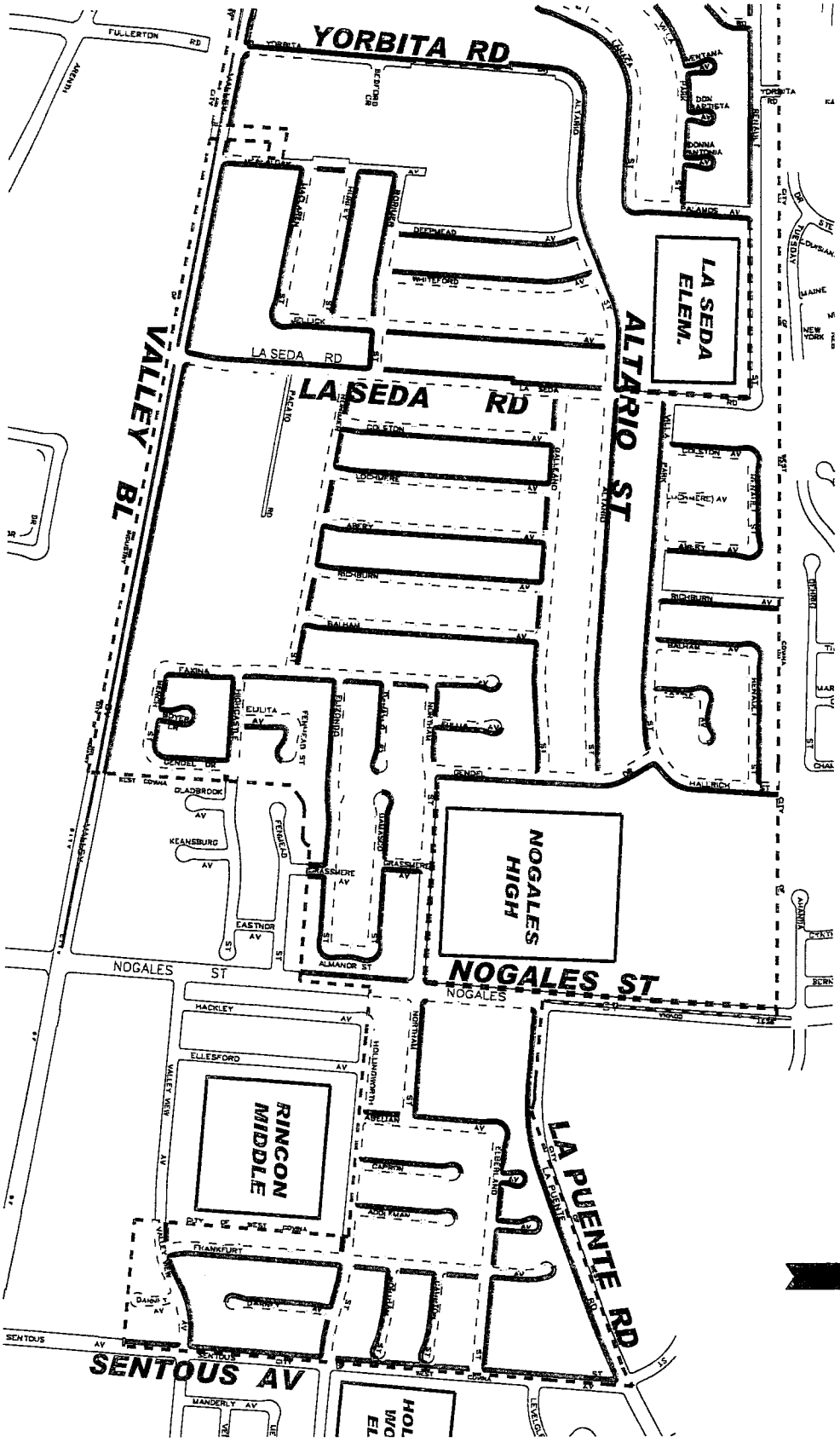
PROJECT NAME	VALINDA / HACIENDA HEIGHTS STREET SWEEPING					PROJECT I.D.	
PROJECT ENGINEER	D. OBOZA	C.E. NO. C 7079	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION, DISTRICT 1	T.G. 638 B2	FILENAME	SCALE NONE	SHEET 7 OF 11

EXHIBIT E 3



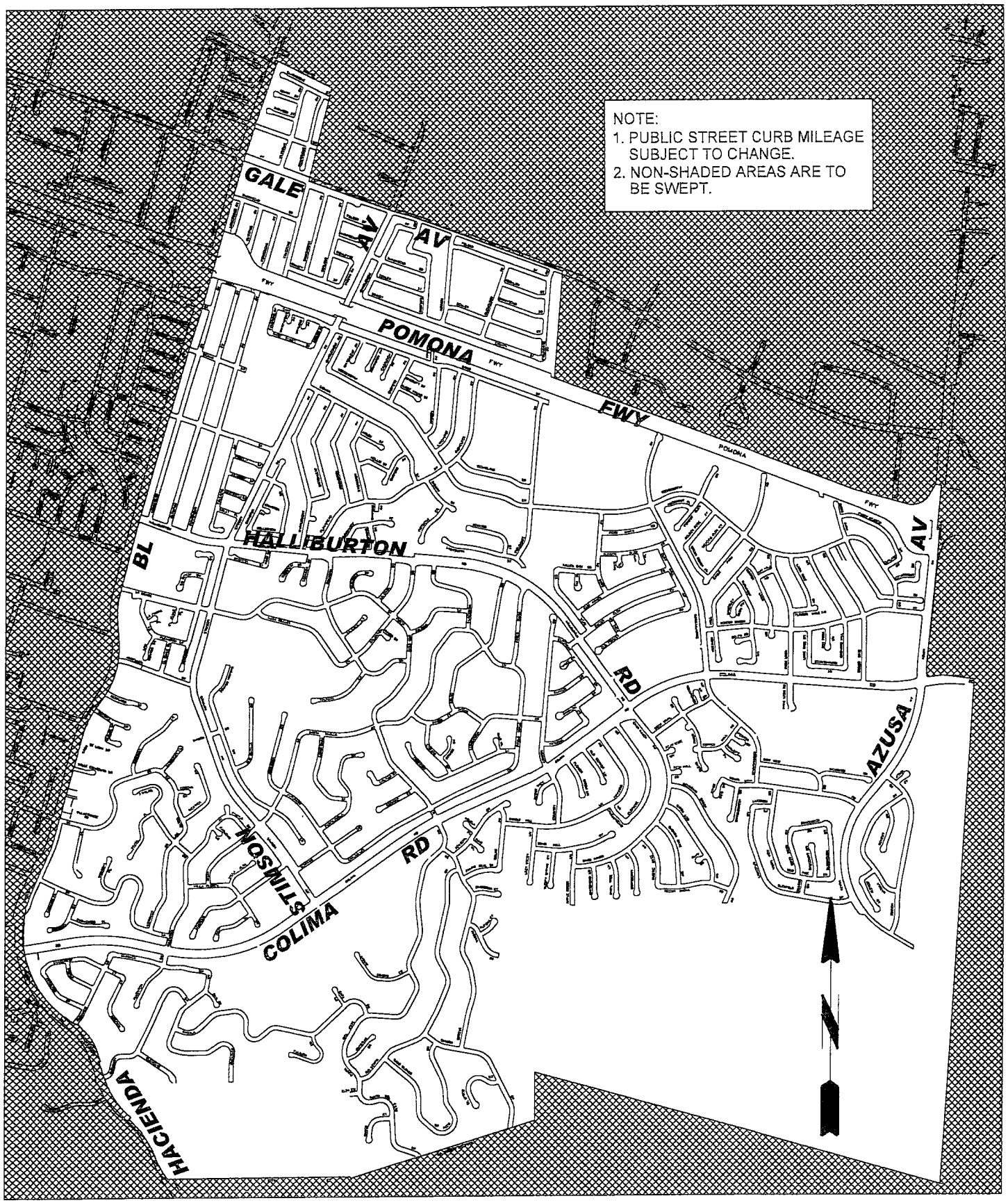
PROJECT NAME	VALINDA / HACIENDA HEIGHTS STREET SWEEPING					PROJECT I.D.	
PROJECT ENGINEER	D. OBOZA	C.E. NO. C 7079	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. 638-B2	FILENAME	SCALE NONE	SHEET 8 OF 11

EXHIBIT E 3



PROJECT NAME	VALINDA / HACIENDA HEIGHTS STREET SWEEPING					PROJECT I.D.	
PROJECT ENGINEER	D. OBOZA	C.E. NO. C 7079	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. 638-B2	FILENAME	SCALE NONE	SHEET 9 OF 11

EXHIBIT F.3



PROJECT NAME	VALINDA / HACIENDA HEIGHTS STREET SWEEPING				PROJECT I.D.	
PROJECT ENGINEER	D. OBOZA	C.E. NO. C 70709	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. 578-D4	FILENAME	SCALE NONE	SHEET 10 OF 11

SUMMARY OF MILES

TYPE	CURB MILES
Streets and Highways	340.92
Raised Curbed Medians	19.30
Paved Alleys	0.84
TOTAL MILES TO BE SWEPT:	361.06

NOTE: ALL UNINCORPORATED COUNTY CURBED PUBLIC STREETS INCLUDING CURBED MEDIANS AND ALLEYS WITHIN SHEETS 2 TO 10 ARE TO BE SWEPT WEEKLY.

ALLEYS

(TO BE SWEPT EVERY WEEK)

ALLEY LOCATION	LIMITS	CURB MILES
Alley N/o Amar Rd.	Echelon Av. to Indian Summer Av.	0.10
Alley N/o Amar Rd.	Indian Summer Av. to 350' E/o Indian Summer Av.	0.26
Alley N/o Giano Av.	Alley N/o Valley Bl. To Valley Bl.	0.12
Alley E/o Indian Summer Av.	Cadwell St. to Alley N/o Amar Rd.	0.08
Alley N/o Valley Bl.	Giano Av. to 360' E/o Giano Av.	0.28
	TOTAL PAVED ALLEY MILES:	0.84

CURBED MEDIANS

(TO BE SWEPT EVERY WEEK)

STREET NAME	LIMITS	SIDE	CURB MILES
Amar Rd.	Brentwood Dr. to Witzman Dr.	Both	0.30
Azusa Av.	Amar Rd. to Temple Av.	Both	0.95
Azusa Av.	Bridge N/o Pomona Fwy to Tomich Av.	Both	1.47
Colima Rd.	Hacienda Bl. To Albatross Rd.	Both	6.06
Hacienda Bl.	150' N/o Francisquito Av. to 130' S/o Francisquito Av.	Both	0.11
Hacienda Bl.	150' N/o Maplegrove St. to Maplegrove St.	Both	0.06
Halliburton Rd.	Stimson Av. to Colima Rd.	Both	2.20
Nogales St.	1270' N/o La Puente Rd. to La Puente Rd.	West	0.24
Park Lawn Rd.	Colima Rd. to 290' S/o Colima Rd.	Both	0.11
Puente Av.	Francisquito Av. to Nelson Av.	Both	3.22
Valley Bl.	680' W/o Alderton Av. to 100' W/o Nogales St.	Both	2.88
Valley Bl.	Fairway Dr. to Lemon Av.	Both	1.70
	TOTAL CURB MILES:		19.30

PROJECT NAME	VALINDA / HACIENDA HEIGHTS STREET SWEEPING				PROJECT I.D. No	
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 11 OF 11

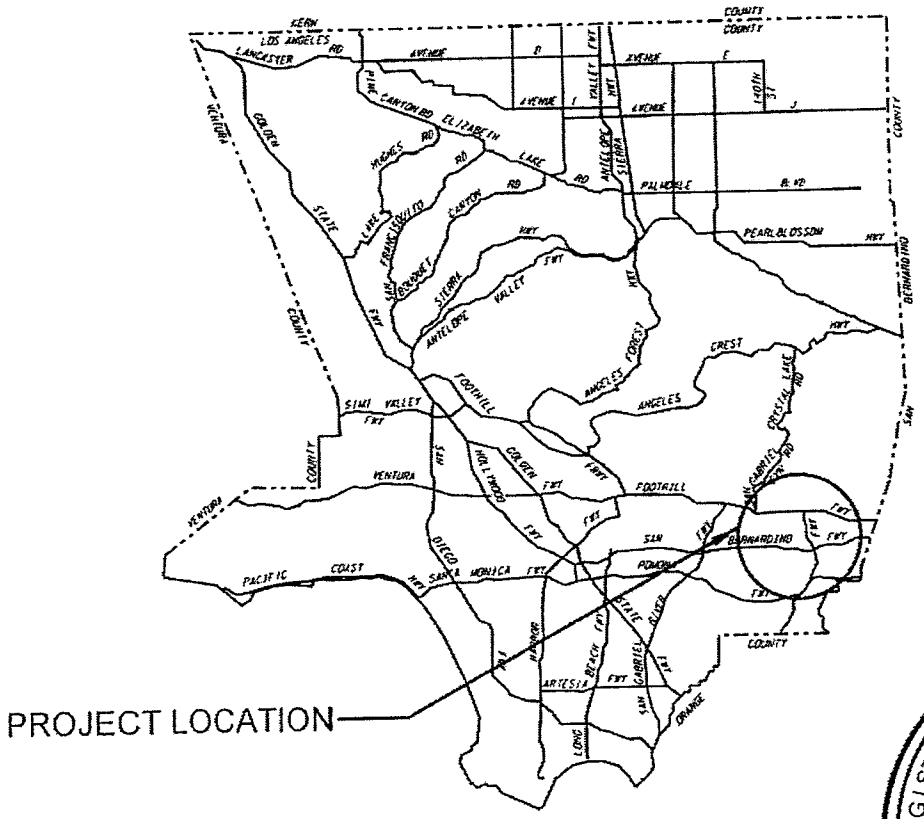
EXHIBIT F.4

LOS ANGELES COUNTY
DEPARTMENT OF PUBLIC WORKS

PRIME CONTRACTOR LICENSE REQUIRED: NONE REQUIRED

AZUSA / COVINA / CLAREMONT
STREET SWEEPING

TOTAL LENGTH = 207.0 MILES



VICINITY MAP
No Scale

REGISTERED PROFESSIONAL ENGINEER
DAVID E. OBOZA
C 70709
EXP. 06/30/11
CIVIL
STATE OF CALIFORNIA

INDEX OF SHEETS

SHEET	1	Title Sheet
SHEET	2 - 11	Location Maps
SHEET	12	Summary, Alleys & Medians

APPROVED Gail Farber DIRECTOR OF PUBLIC WORKS

DEPUTY DIRECTOR DATE

SUBMITTED

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

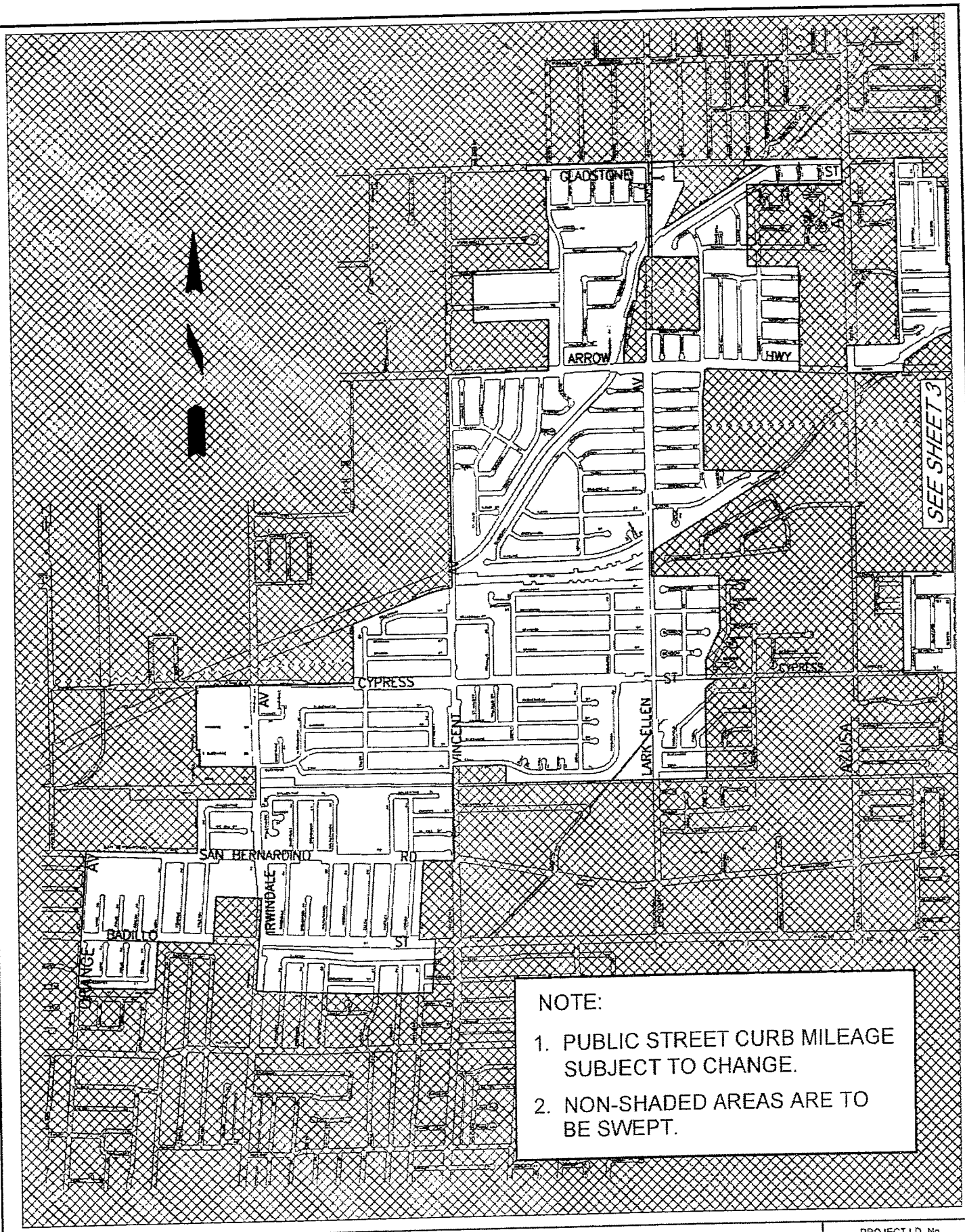
REFERENCES THOMAS GUIDE AS SHOWN
ROAD DISTRICT 118, 518

REVIEWED

DISTRICT ENGINEER-RD.MAINT.DIST. 1 DATE

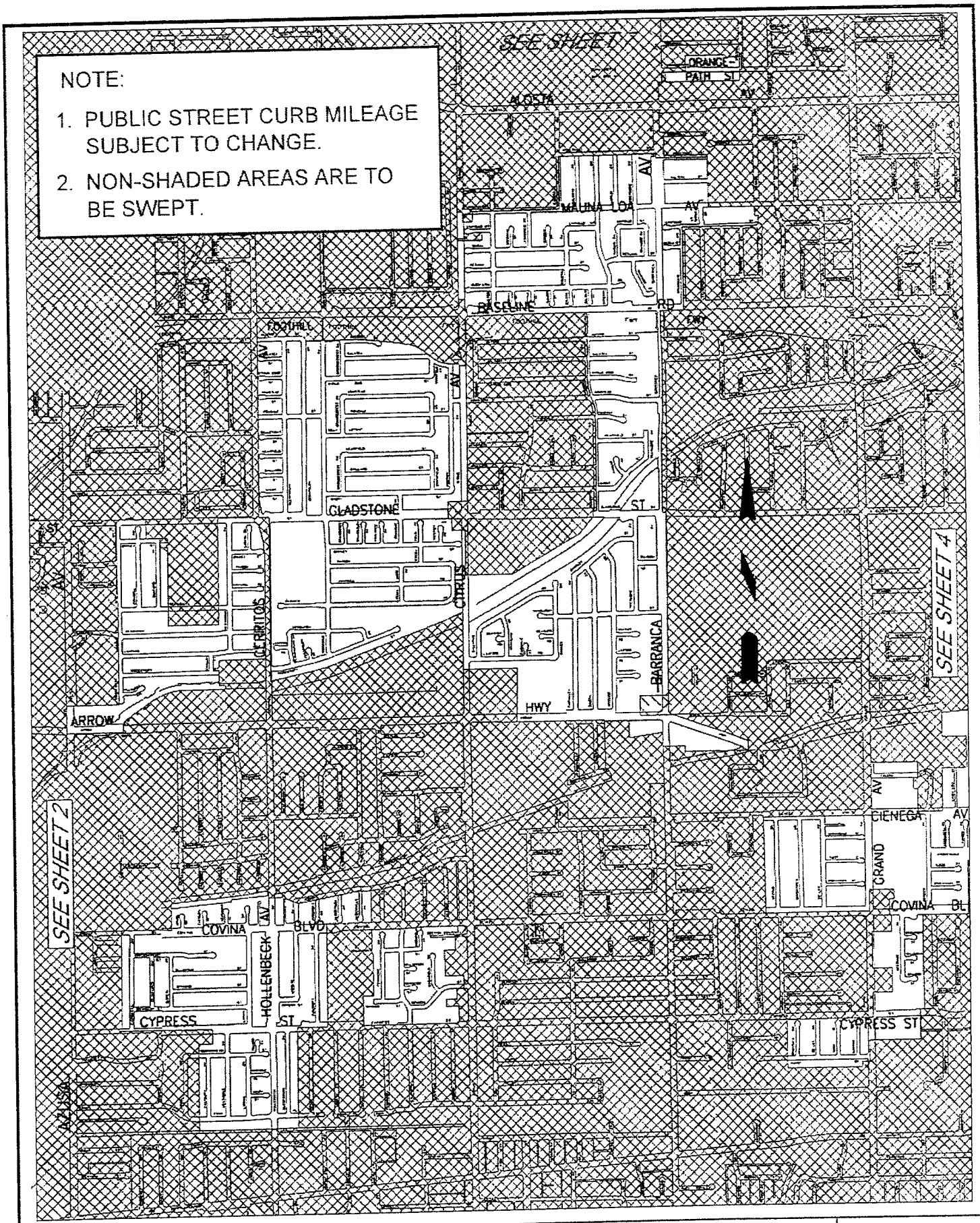
PROJECT ENGINEER	C.E. NO.	DESIGNER	CHECKER	SHEET 1 OF 12 SHTS.
D. OBOZA	C 70709	D. OBOZA	J. COLLINS	DWG. NO.

EXHIBIT F.4



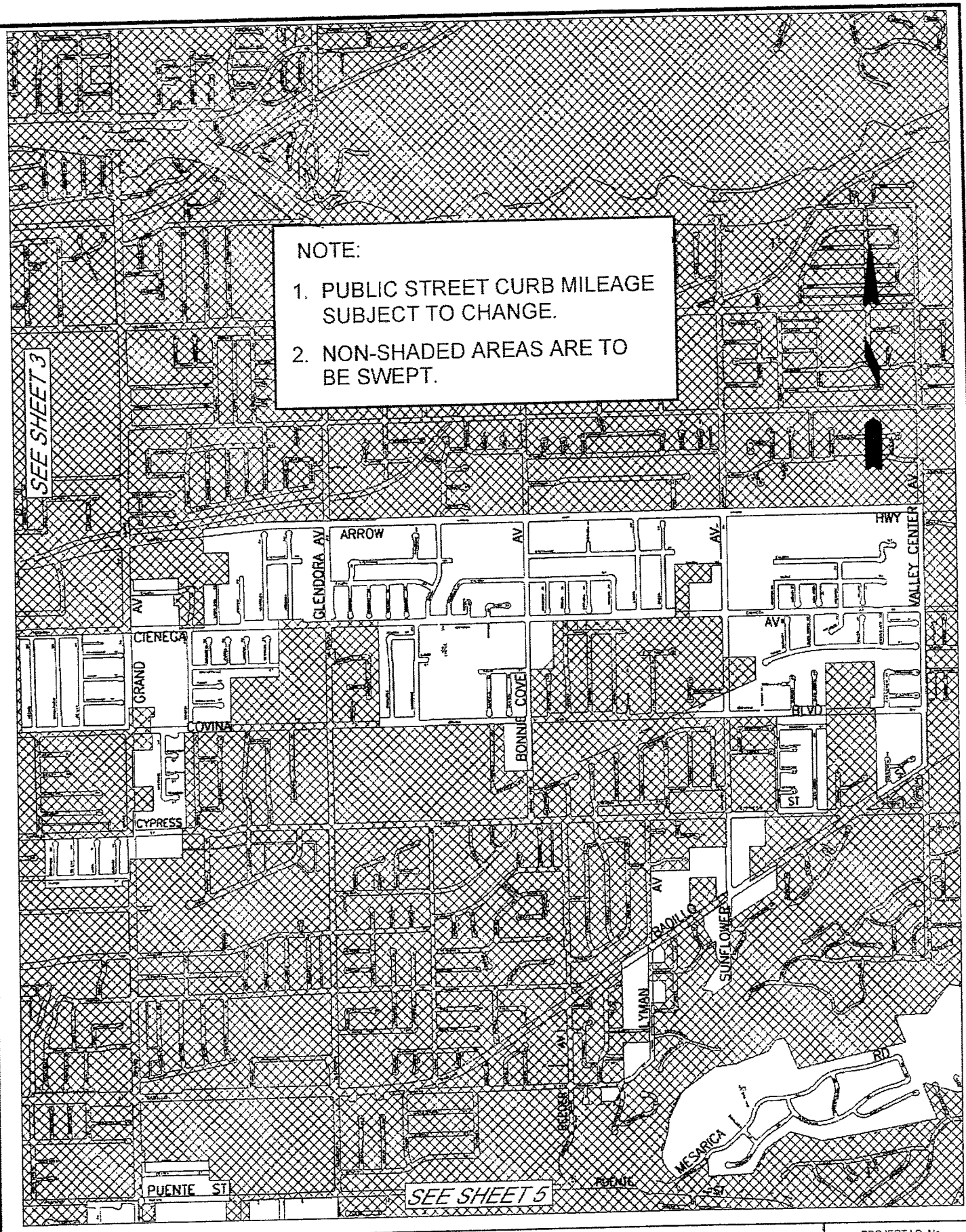
PROJECT NAME	AZUSA / COVINA / CLAREMONT STREET SWEEPING				PROJECT I D. No.	
PROJECT ENGINEER	D. OBOZA	C.E. NO. C 70709	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. 598	FILENAME	SCALE NONE / SHEET 2 OF 12

EXHIBIT F.4



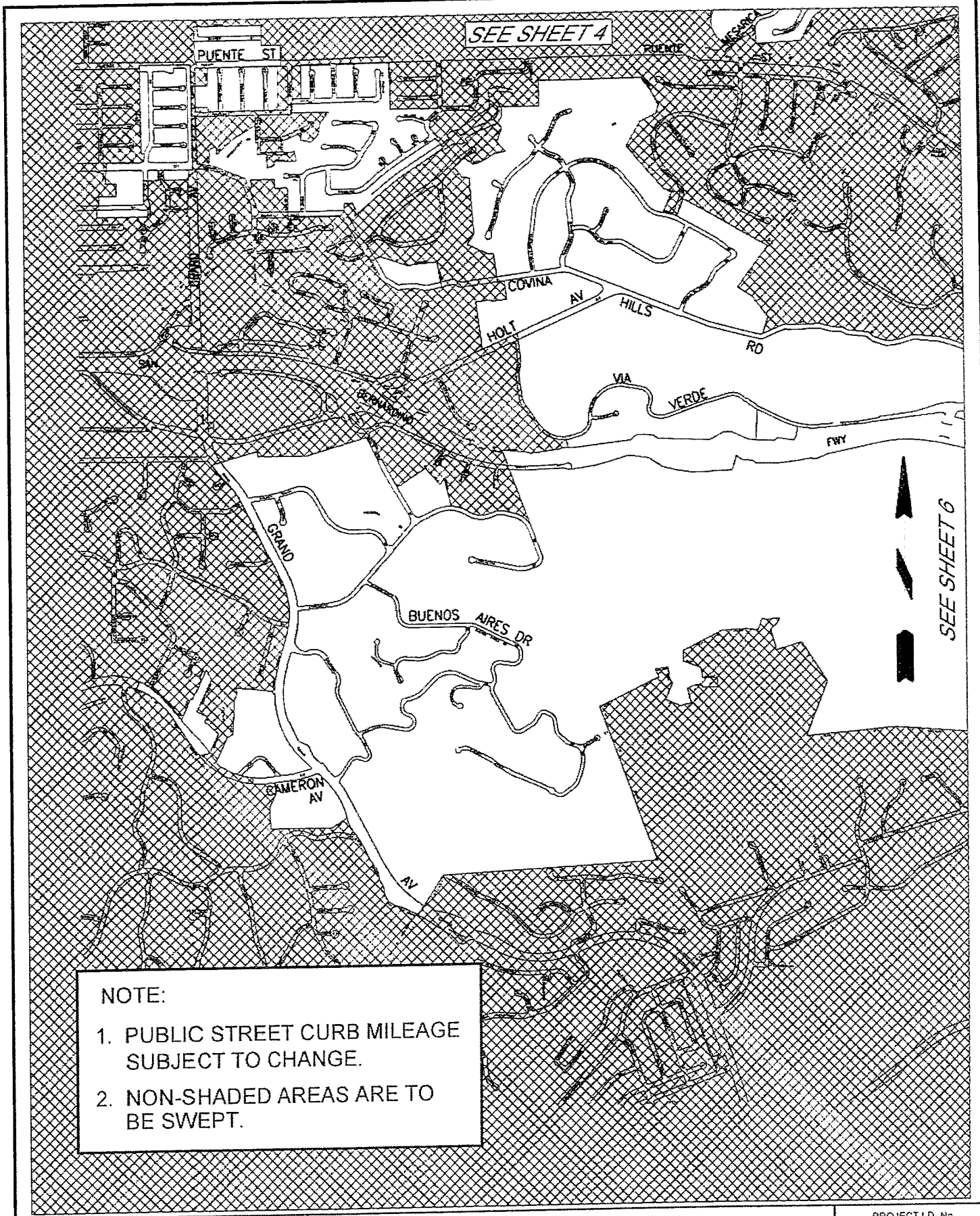
PROJECT NAME	AZUSA / COVINA / CLAREMONT STREET SWEEPING					PROJECT I.D. No	
PROJECT ENGINEER	D. OBOZA	C.E. NO C 70709	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. 599, 598, 599	FILENAME	SCALE NONE	SHEET 3 OF 12

EXHIBIT F.4



PROJECT NAME	AZUSA / COVINA / CLAREMONT STREET SWEEPING					PROJECT I D. No.	
PROJECT ENGINEER	D. OBOZA	C.E. NO. C 70709	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. 599	FILENAME	SCALE NONE	SHEET 4 OF 12

EXHIBIT F.4

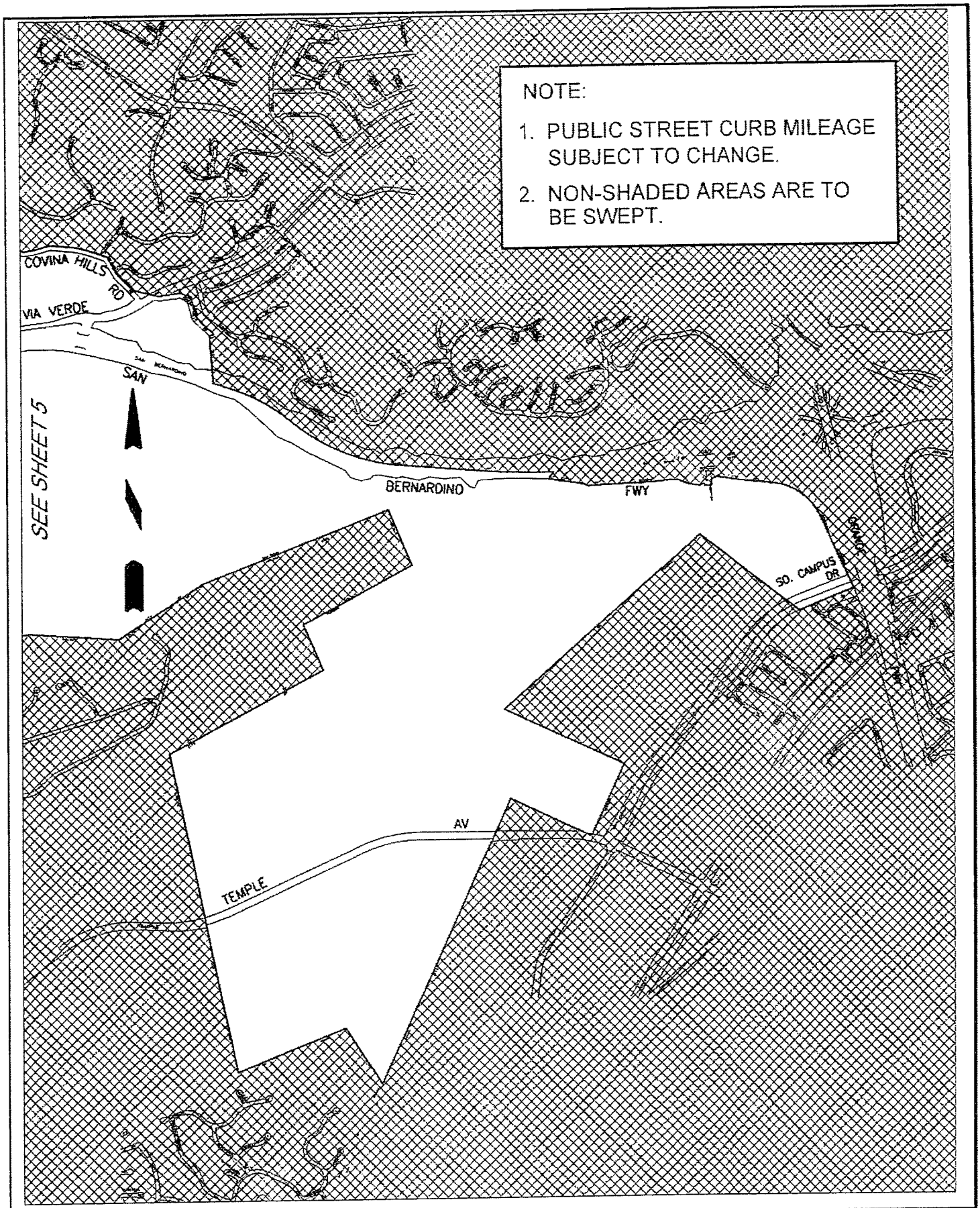


NOTE:

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

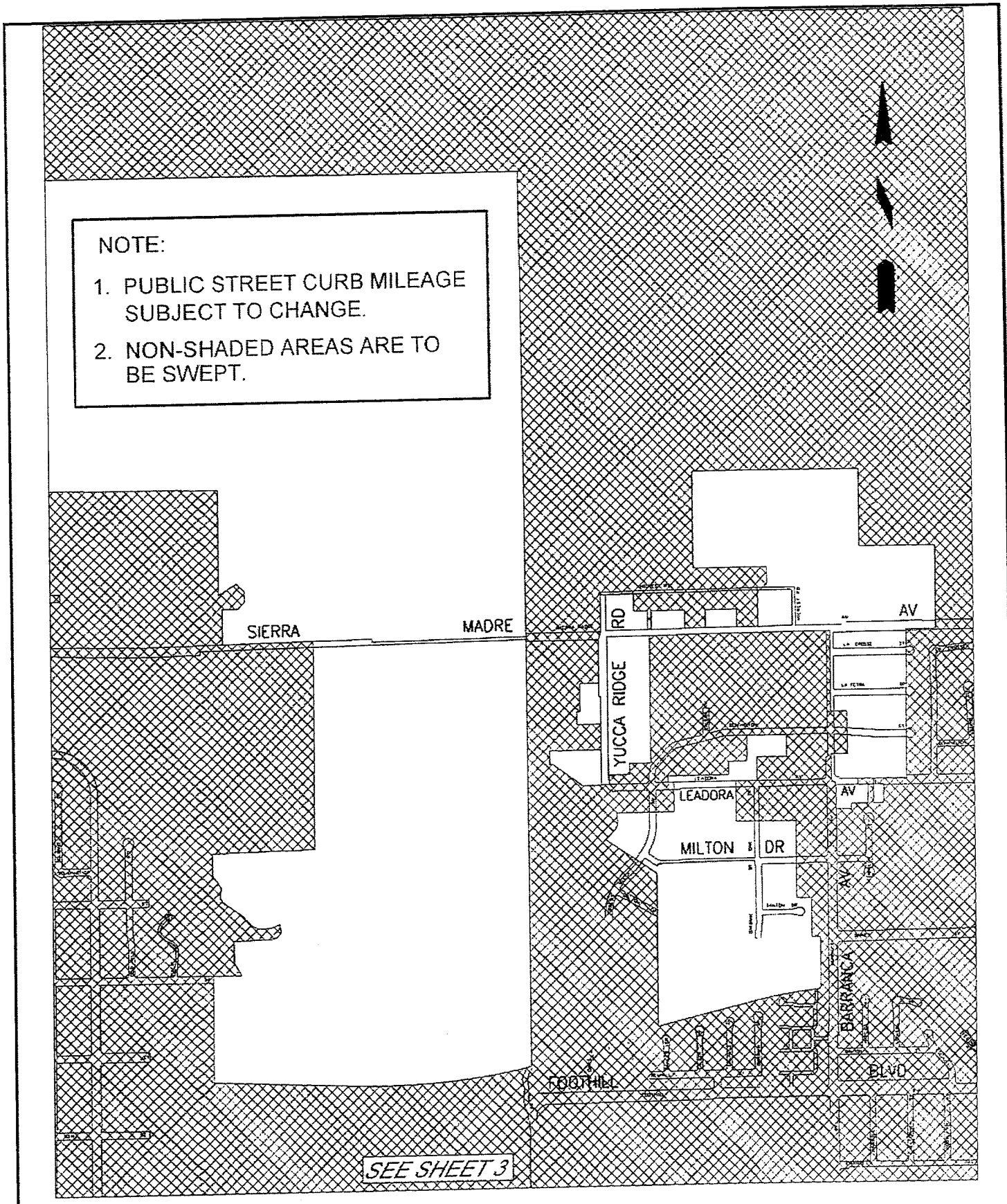
PROJECT NAME	AZUSA / COVINA / CLAREMONT STREET SWEEPING					PROJECT I.D. No	
PROJECT ENGINEER	D. OBOZA	C.E. NO. C 70709	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. 599, 639	FILENAME	SCALE NONE	SHEET 5 OF 12

EXHIBIT F.4



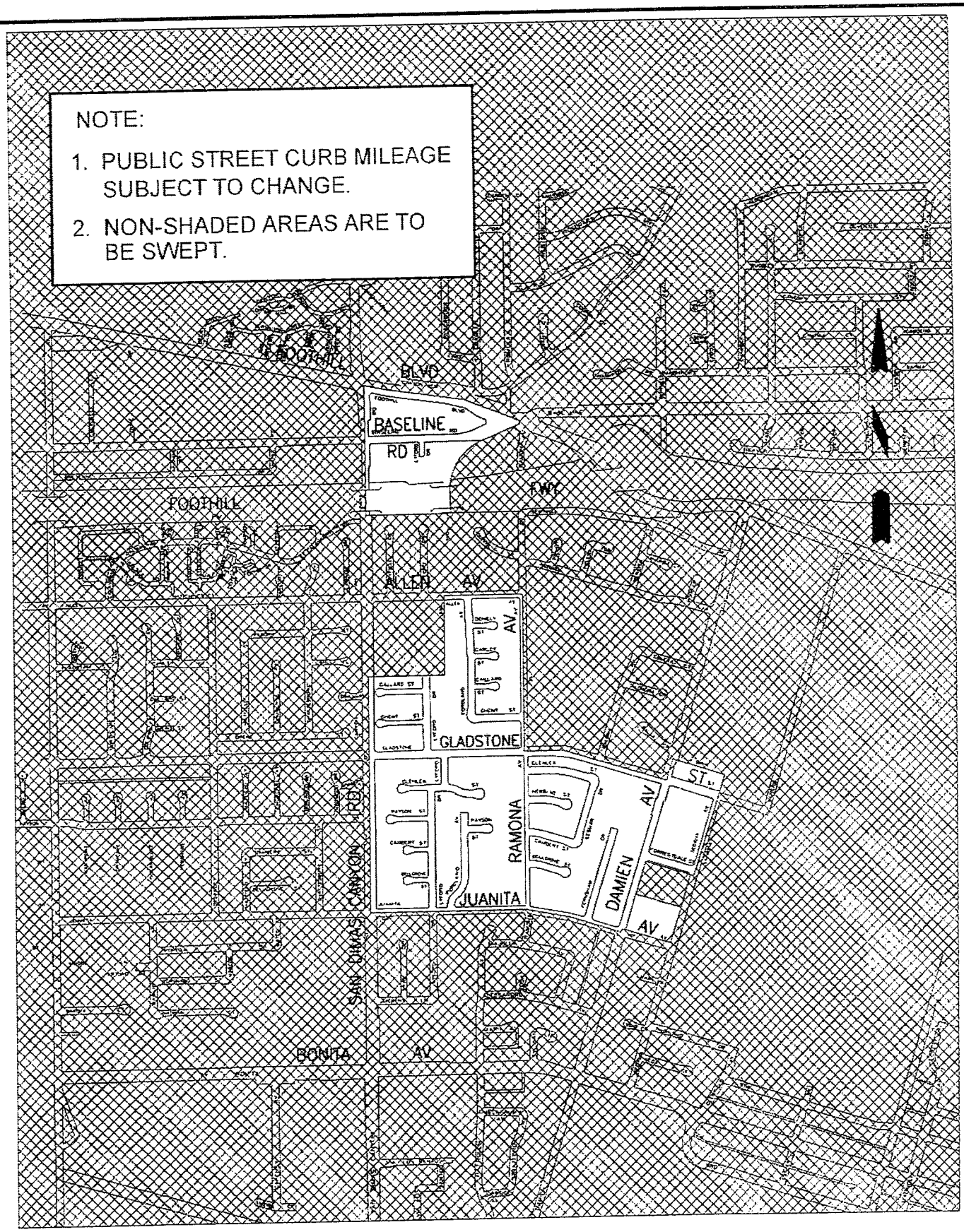
PROJECT NAME	AZUSA / COVINA / CLAREMONT STREET SWEEPING					PROJECT I.D. No.	
PROJECT ENGINEER	D. OBOZA	C.E. NO. C 70709	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. 639, 640	FILENAME	SCALE NONE	SHEET 6 OF 12

EXHIBIT F.4



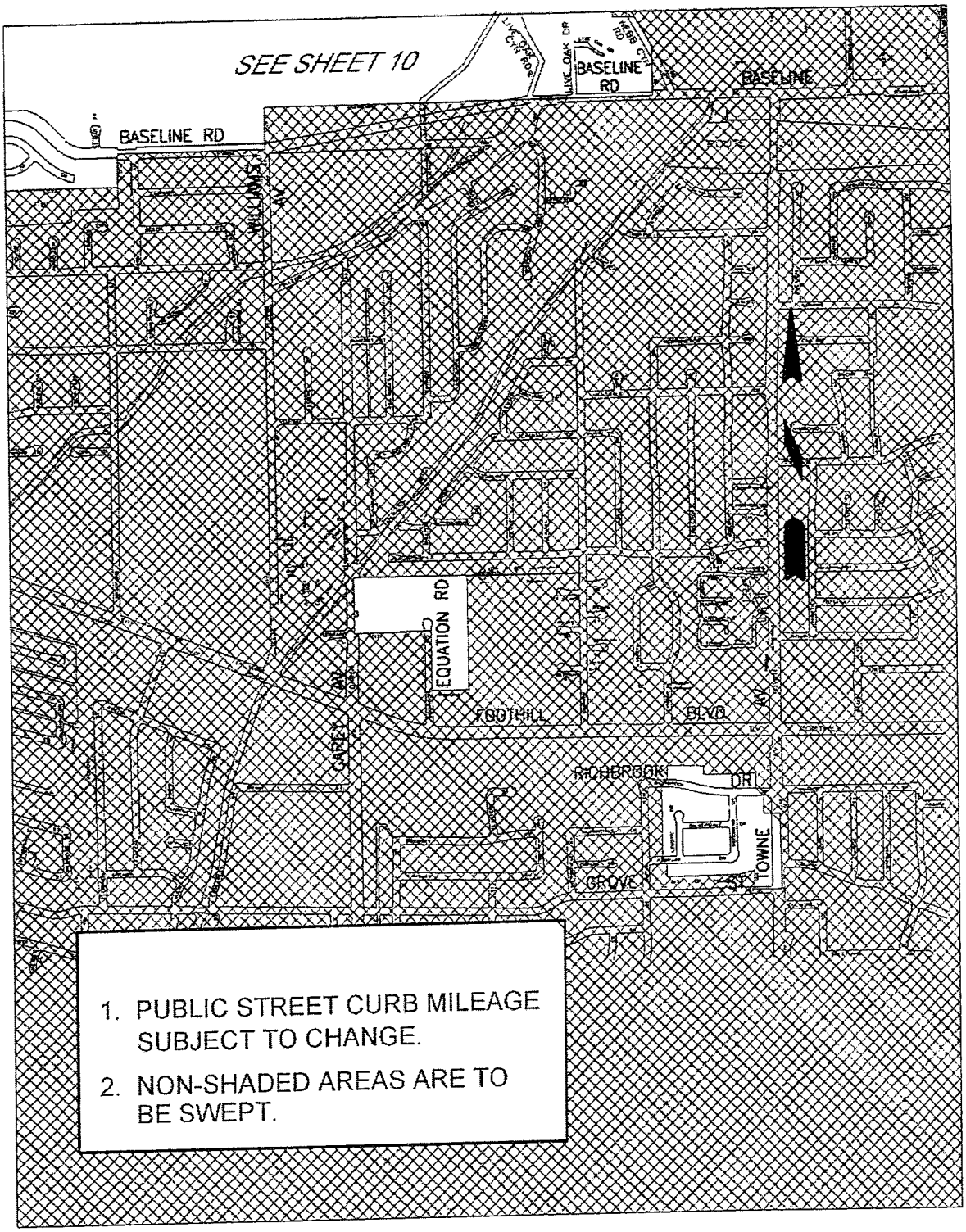
PROJECT NAME	AZUSA / COVINA / CLAREMONT STREET SWEEPING				PROJECT I D No	
PROJECT ENGINEER	D. OBOZA	C.E. NO. C 70709	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. 569	FILENAME	SCALE NONE / SHEET 7 OF 12

EXHIBIT F.4



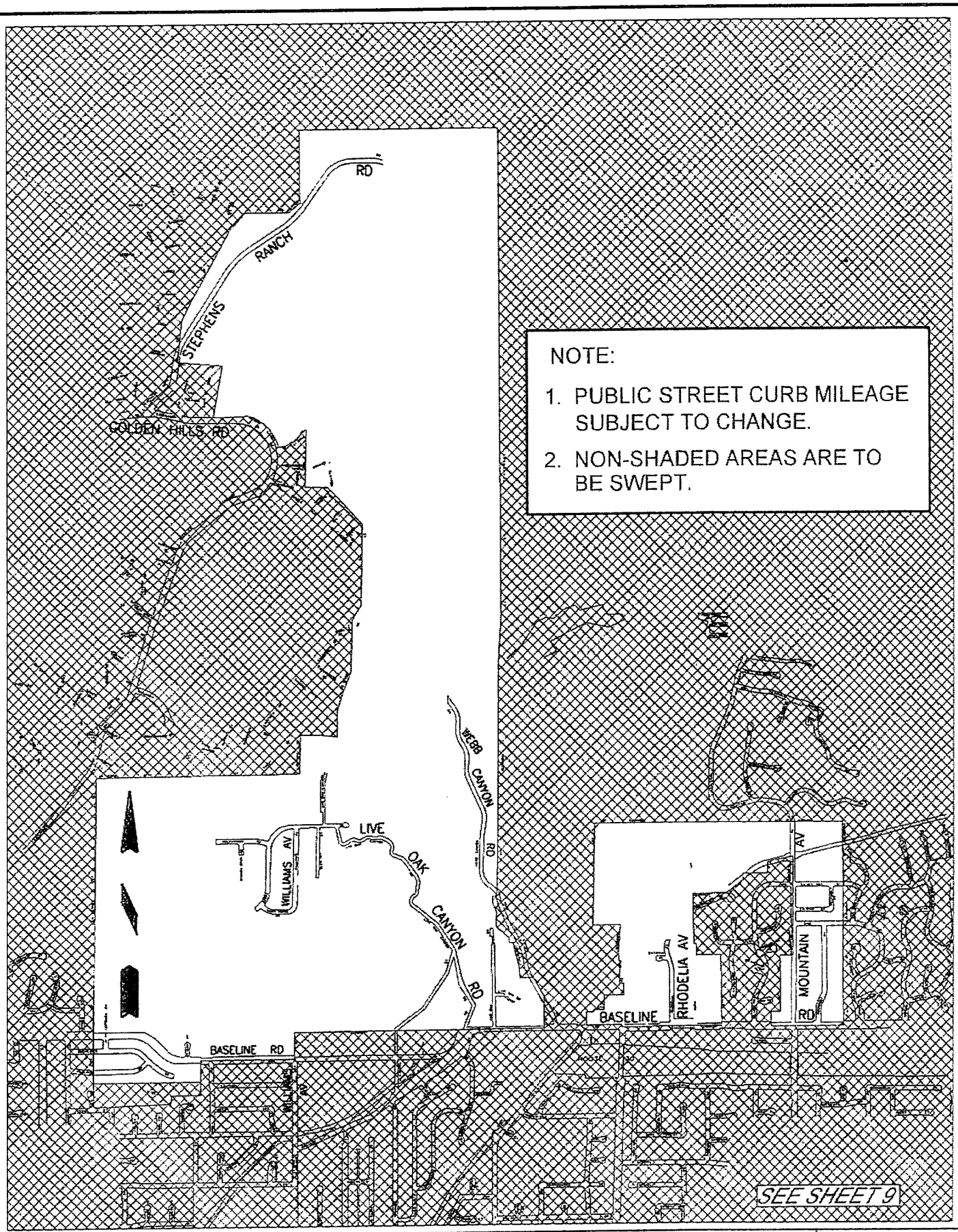
PROJECT NAME	AZUSA / COVINA / CLAREMONT STREET SWEEPING					PROJECT I.D. No.	
PROJECT ENGINEER	D. OBOZA	C.E. NO. C 70709	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G 570, 600	FILENAME	SCALE NONE	SHEET 8 OF 12

EXHIBIT F.4



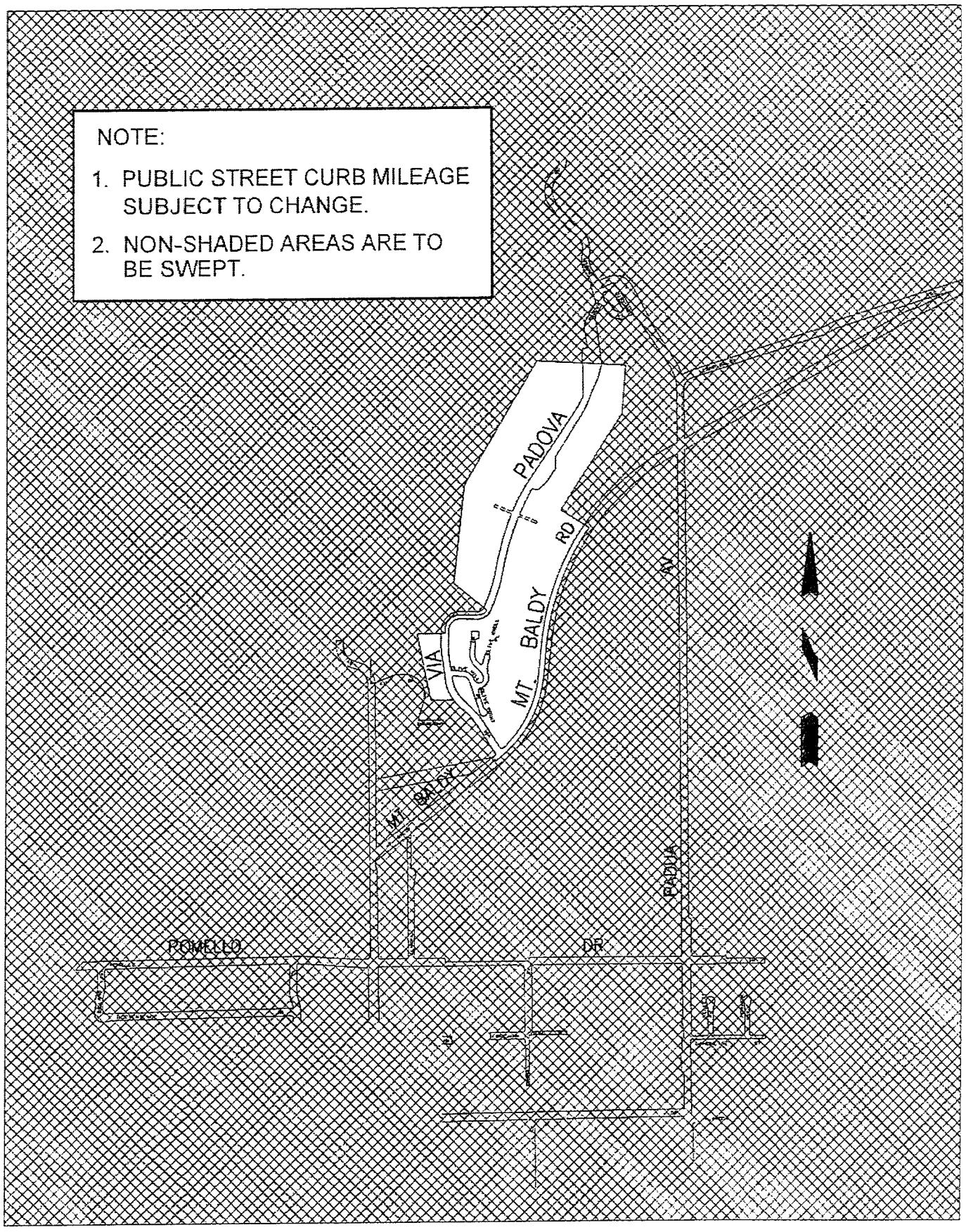
PROJECT NAME	AZUSA / COVINA / CLAREMONT STREET SWEEPING					PROJECT I.D. No.	
PROJECT ENGINEER	D. OBOZA	C.E. NO. C 70709	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. 600, 601	FILENAME	SCALE NONE	SHEET 9 OF 12

EXHIBIT F.4



PROJECT NAME	AZUSA / COVINA / CLAREMONT STREET SWEEPING					PROJECT I.D. No.
PROJECT ENGINEER	D. OBOZA	C.E. NO. C 70709	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. 570, 571	FILENAME	SCALE NONE	SHEET 10 OF 12

EXHIBIT F.4



PROJECT NAME	AZUSA / COVINA / CLAREMONT STREET SWEEPING					PROJECT I D No.
PROJECT ENGINEER	D. OBOZA	C.E. NO. C 70709	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. 571	FILENAME	SCALE NONE / SHEET 11 OF 12

SUMMARY OF MILES

TYPE	CURB MILES
Streets and Highways	194.01
Raised Curbed Medians	12.48
Paved Alleys	0.51
TOTAL MILES TO BE SWEPT:	207.00

NOTE: ALL CURBED PUBLIC STREETS INCLUDING CURBED MEDIANS AND ALLEYS WITHIN THE NON-SHADED AREAS FOUND ON SHEETS 2 THROUGH 11 ARE TO BE SWEPT WEEKLY.

ALLEYS

(TO BE SWEPT EVERY WEEK)

ALLEY LOCATION	LIMITS	CURB MILES
Alley S/o Gladstone St.	Lark Ellen Av. to 200' E/o Lark Ellen Av.	0.08
Alley W/o Hollenbeck Av.	410' N/o Covina Bl. To Covina Bl.	0.16
Alley E/o Hollenbeck Av.	410' N/o Covina Bl. To Covina Bl.	0.16
Alley S/o Cienega Av.	De Lay Av. to 295' E/o De Lay Av.	0.11
	TOTAL PAVED ALLEY MILES:	0.51

CURBED MEDIANS

(TO BE SWEPT EVERY WEEK)

STREET NAME	LIMITS	SIDE	MILES
Arrow Highway	Azusa Av. to Big Dalton BW	Both	0.08
Arrow Highway	430' W/o Barranca Av to Barranca Av.	Both	0.16
Arrow Highway	Barranca Av. to 175' E/o Barranca Av.	Both	0.07
Arrow Highway	Glendora Av. to Valley Center Av.	Both	3.17
Azusa Av.	230' N/o Arrow Hy. To Arrow Hy.	Both	0.09
Badillo St.	Orange Av. to 300' W/o Vincent Av.	Both	1.73
Badillo St.	400' W/o Lyman St. to Lyman St.	Both	0.16
Badillo St.	Sunflower Av. to 355' E/o Sunflower Av.	North	0.07
Badillo St.	Sunflower Av. to 771' E/o Sunflower Av.	South	0.14
Badillo St.	235' W/o Castleview Av. to Valley Center Av.	North	0.12
Barranca Av.	194' S/o Armstead St. to Gladstone St.	Both	0.33
Grand Av.	Cienega Av. to Covina Bl.	Both	0.47
Grand Av.	Cypress St. to 325' S/o Cypress St.	Both	0.12
Grand Av.	Puente Av. to Rowland Av.	Both	0.42
Grand Av.	Virginia Av. to 2150' S/o Cameron Av.	Both	2.50
Irwindale Av.	Queenside Dr. to Badillo St.	Both	0.40
Lark Ellen Av.	Woodcroft St. to Arrow Hy.	Both	0.13
Temple Av.	4500' E/o Grand Av. to 8591' E/o Grand Av.	Both	1.86
Towne Av.	195' S/o Richbrook Dr. to Grove St.	Both	0.19
Via Verde	725' W/o Covina Hills Rd. to Covina Hills Rd.	Both	0.27
	TOTAL CURB MILES:		12.48

PROJECT NAME	AZUSA / COVINA / CLAREMONT / STREET SWEEPING					PROJECT I.D. No.	
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 12 OF 12

EXHIBIT F.5

LOS ANGELES COUNTY
DEPARTMENT OF PUBLIC WORKS

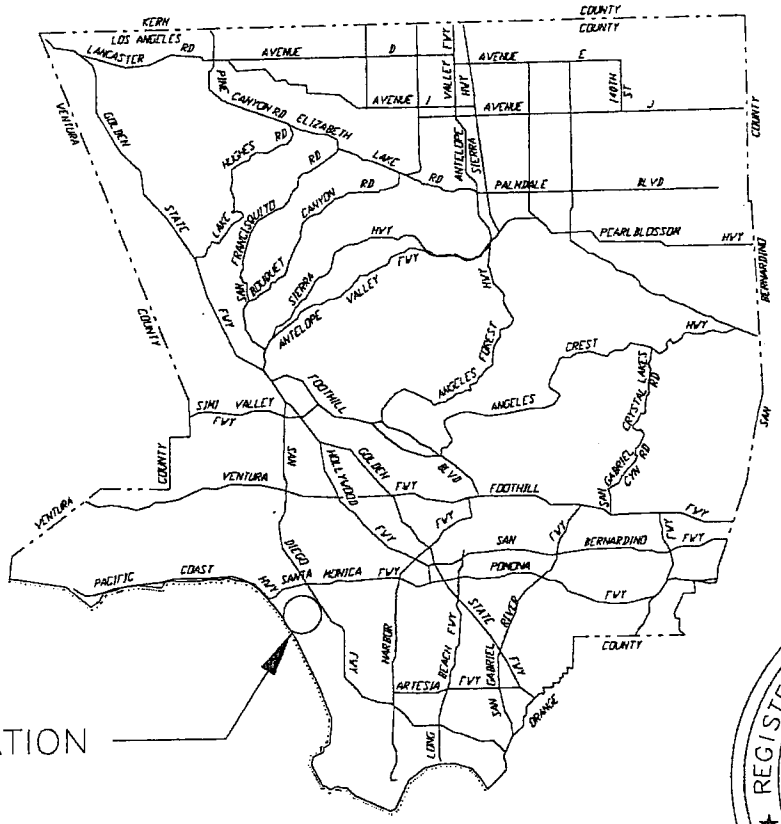
PROJECT ID NO. RMD3406001

PRIME CONTRACTOR LICENSE REQUIRED: NONE

MARINA DEL REY AREA STREET SWEEPING, ET AL.,

ROAD DIVISIONS 233 AND 433

TOTAL LENGTH 53 MILES PER WEEK
(NOT INCLUDING PARKING LOTS)



PROJECT LOCATION

VICINITY MAP

No Scale

REGISTERED PROFESSIONAL ENGINEER
JOSEPH B. YOUNG
C 46465
EXP. 06/30/11
CIVIL
STATE OF CALIFORNIA

INDEX OF SHEETS

SHEET 1 Title Sheet
SHEETS 2–3 Street Limits

APPROVED G. FARBER DIRECTOR OF PUBLIC WORKS

BY _____ DEPUTY DIRECTOR DATE

SUBMITTED

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

REFERENCES THOMAS GUIDE 671, 672, 701, 702

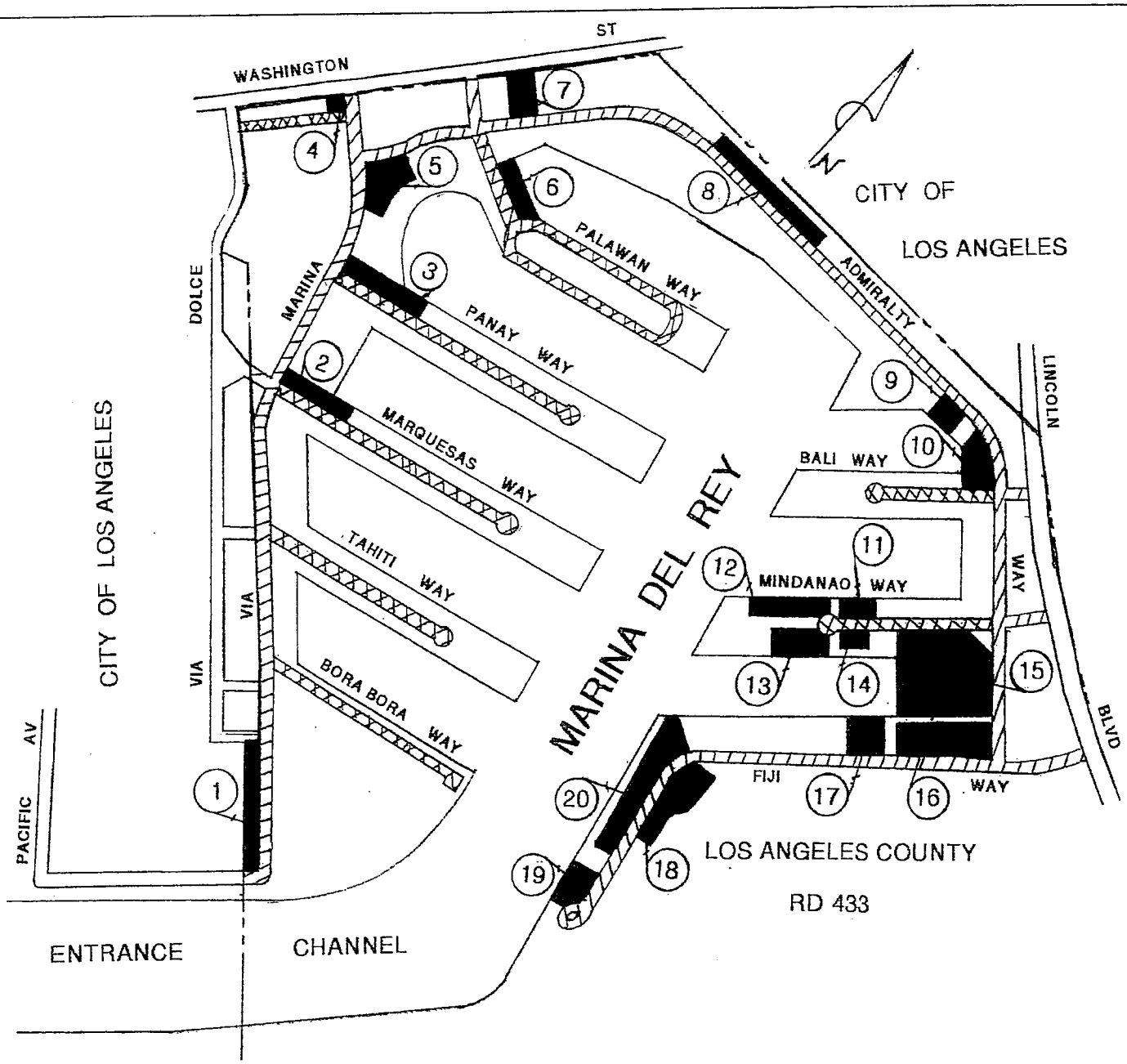
ROAD DIVISION 233 AND 433

REVIEWED

_____ DISTRICT ENGINEER–RD.MAINT.DIST. 3 DATE

PROJECT ENGINEER	C.E. NO.	DESIGNER	CHECKER	SHEET 1 OF 3 SHTS.
J. YOUNG	C 46465	J. DONALDSON	J. DONALDSON	DWG. NO.

EXHIBIT F.5



PARKING LOTS TO BE SWEPT FOR THE DEPARTMENT OF BEACHES & HARBORS

LOT 20 SHALL BE SWEPT ON SUNDAY, MONDAY, WEDNESDAY, THURSDAY, FRIDAY AND SATURDAY EXCEPT FROM MEMORIAL DAY WEEKEND THROUGH THE FIRST WEEK OF SEPTEMBER WHEN IT SHALL BE SWEPT EVERYDAY.

LOTS 13, 15 AND 17 SHALL BE SWEPT ON SUNDAY, MONDAY, THURSDAY AND SATURDAY. ALL OTHER LOTS SHALL BE SWEPT ON MONDAY AND THURSDAY. LOTS 1, 2, 3, AND 7 SHALL BE SWEPT AFTER 7 A.M. ALL OTHER LOTS SHALL BE SWEPT PRIOR TO 7:00 A.M.

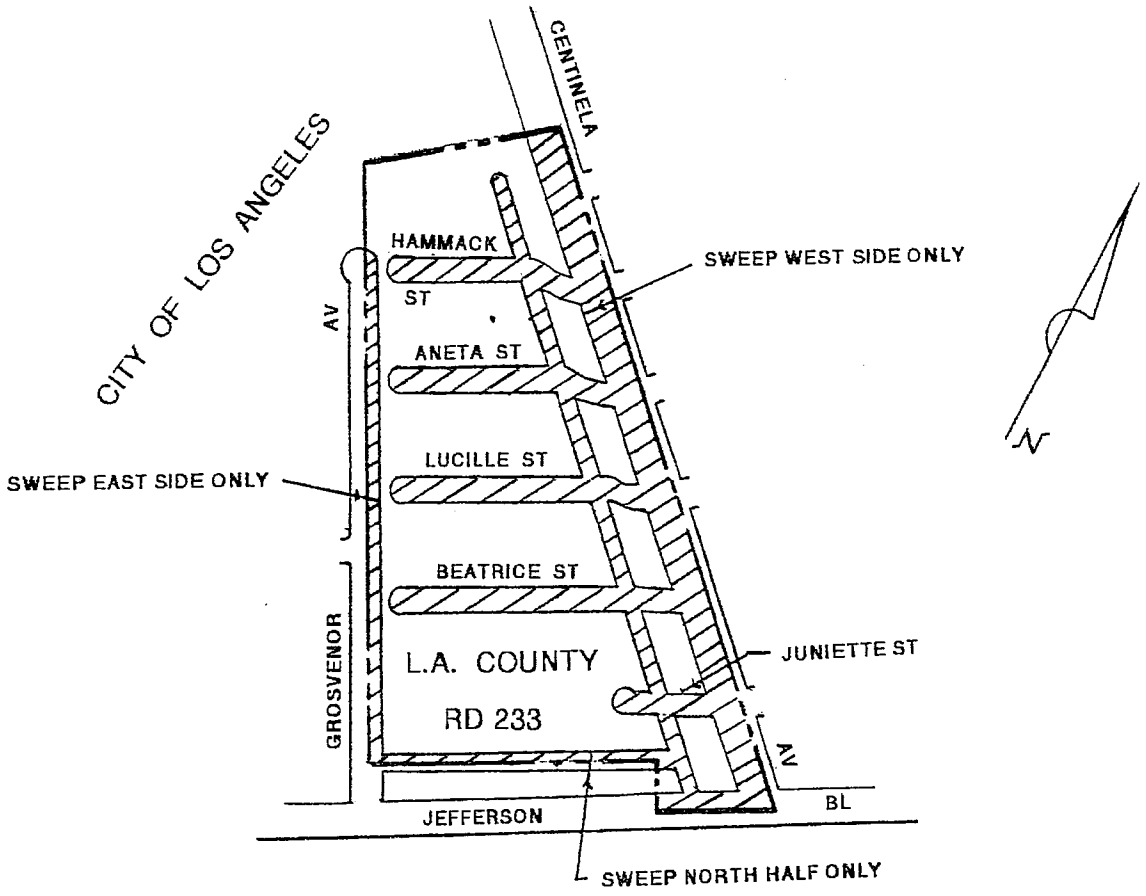
STREETS TO BE SWEPT FOR THE DEPARTMENT OF PUBLIC WORKS ON MONDAY AND THURSDAY

STREETS TO BE SWEPT FOR THE DEPARTMENT OF BEACHES & HARBORS ON MONDAY AND THURSDAY AFTER 7:00 A.M.

PROJECT NAME	MARINA DEL REY AREA STREET SWEEPING, ET AL.				PROJECT I.D. No. RMD3406001
PROJECT ENGINEER J. YOUNG	C.E. NO. C 46465	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION – DISTRICT 3	T.G. 671,672	FILENAME	SCALE NONE / SHEET 2 OF 3

EXHIBIT F.5

STREETS AND ALLEYS TO BE SWEPT ON THURSDAY OR AS POSTED FOR THE DEPARTMENT OF PUBLIC WORKS



% OF LUMP SUM COST FOR EACH PARKING LOT (SCHEDULE OF PRICES – ITEM 5)			
LOT NUMBER	% OF LUMP SUM COST	LOT NUMBER	% OF LUMP SUM COST
1	7%	9	5%
2	6%	10	7%
3	6%	11	5%
4	4%	12	7%
5	8%	14	5%
6	8%	16	6%
7	4%	18	9%
8	5%	19	8%

TOTAL 100%

% OF LUMP SUM COST FOR EACH PARKING LOT (SCHEDULE OF PRICES – ITEM 6)	
LOT NUMBER	% OF LUMP SUM COST
13	30%
15	52%
17	18%

TOTAL 100%

PROJECT NAME	MARINA DEL REY AREA STREET SWEEPING, ET AL.				PROJECT I.D. No. RMD3406001	
PROJECT ENGINEER J. YOUNG	C.E. NO. C 45465	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION – DISTRICT 3	T.G. 672	FILENAME	SCALE NONE	SHEET 3 OF 3

Exhibit G

Sample Fuel Adjustment Calculation

Following sample data is required to calculate fuel adjustment:
Unit Rate from PW-2, Schedule of Prices: $15.00
Percentage of Unit Rate Attributable to Fuel Costs: 12% (from Agreement)
Proposal due date: November 2007
One year after Contract start date: July 2009

Fuel Adjustment (FA) Component for Diesel price:

Diesel (On-Highway) - November 2007[1] 173.7 cents per Gallon
Diesel (On-Highway) – June 2009[2] 218.7 cents per Gallon
Percent Change = [(June 2009 Price/Gallon – November 2007 Price/Gallon) / (November 2007 Price/Gallon] x (100)
[(218.7 - 173.7) / 173.7] x (100) = 25.9%
Percent Change in Diesel price: 25.9% increase

Adjusted Unit Rate (FA Component):
= (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 2009: $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 2009[2] 218.7 cents per Gallon
Percent Change = [(April 2009 Price/Gallon – November 2007 Price/Gallon) / (November 2007 Price/Gallon] x (100)
[(218.7 - 173.7) / 173.7] x (100) = 25.9%
Percent Change in Propane price: 25.9% increase

Adjusted Unit Rate (FA Component):
= (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 2009: $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 2009[2] 218.7 cents per Gallon

Percent Change = [(April 2009 Price/Gallon – November 2007 Price/Gallon) / (November 2007 Price/Gallon] x (100)

[(218.7 - 173.7) / 173.7] x (100) = 25.9%

Percent Change in 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 2009: $15.00 + $0.47 = $15.47

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

P:\aspub\CONTRACT\Lorena\Street Sweeping\2011\01 RFP\Exhibit G FUEL ADJUSTMENT EXHIBIT 072408.doc

CleanStreet

Cleaning Your Environment

STREET SWEEPING SERVICES (2011-PA002)

EXCLUSIVELY FOR

COUNTY OF LOS ANGELES

SOUTH WHITTIER, WEST WHITTIER,

VALINDA/HACIENDA HEIGHTS, AZUSA/COVINA/CLAREMONT,

MARINA DEL REY, ET. AL., ROAD DIVISION 233 AND ROAD DIVISION 433

MARCH 10, 2011

CleanStreet
Cleaning Your Environment

(800) 225-7316 x108
1937 W. 169th Street
Gardena, CA 90247

TABLE OF CONTENTS

SECTION

LETTER OF TRANSMITTAL 1

- ADDENDUMS

CORPORATION 2

EXPERIENCE 3

- BACKGROUND
- ORGANIZATION
- LENGTH AND QUALITY OF EXPERIENCE

WORK PLAN 4

- SOUTH WHITTIER
- WEST WHITTIER
- VALINDA/HACIENDA HEIGHTS
- AZUSA/COVINA/CLAREMONT
- MARINA DEL REY ET. AL., ROAD DIVISION 233 & ROAD DIVISION 433

QUALITY ASSURANCE PROGRAM 5

- POLICIES AND PROCEDURES
- INSPECTION FUNDAMENTALS
- QUALITY CONTROL DOCUMENTATION, REVIEW, AND REPORTING

SUBCONTRACTORS 6

FINANCIAL RESOURCES ~ TRADE SECRET ~ 7

INSURANCE 8

RECORD KEEPING 9

FORMS LIST 10

- PW-1 VERIFICATION OF PROPOSAL

TABLE OF CONTENTS

- PW-2 SCHEDULE OF PRICES
- PW-3 COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM
- PW-4 CONTRACTOR'S INDUSTRIAL SAFETY RECORD
- PW-5 CONFLICT OF INTEREST CERTIFICATION
- PW-6 PROPOSER'S REFERENCE LIST **~ TRADE SECRET ~**
- PW-7 PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
- PW-8 LIST OF SUBCONTRACTORS
- PW-9 REQUEST FOR LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM
- PW-10 GAIN AND GROW EMPLOYMENT COMMITMENT
- PW-11 TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW
- PW-12 CHARITABLE CONTRIBUTIONS CERTIFICATIONS
- PW-13 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION
- PW-14 STATEMENT OF TERMINATED CONTRACTS
- PW-15 PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS
- PW-16 PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION
- PW-17 CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROGRAM
- PW-18 STATEMENT OF EQUIPMENT FORM
- LW-2 LIVING WAGE ORDINANCE
- LW-3 CONTRACTOR LIVING WAGE DECLARATION
- LW-4 LIVING WAGE ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
- LW-5 LABOR/PAYROLL/DEBARMENT/HISTORY
- LW-7 PROPOSER'S MEDICAL PLAN COVERAGE
- LW-8 PROPOSER'S STAFFING PLAN AND COST METHODOLOGY
- LW-9 WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS **(SEE RECORD KEEPING – SECTION 9)**

SUBCONTRACTORS' FORMS LIST 11

- PW-3 COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE

TABLE OF CONTENTS

JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

- PW-4 CONTRACTOR'S INDUSTRIAL SAFETY RECORD
- PW-5 CONFLICT OF INTEREST CERTIFICATION
- PW-7 PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
- PW-9 REQUEST FOR LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM
- PW-11 GAIN AND GROW EMPLOYMENT COMMITMENT
- PW-12 CHARITABLE CONTRIBUTIONS CERTIFICATIONS
- LW-2 LIVING WAGE ORDINANCE
- LW-3 CONTRACTOR LIVING WAGE DECLARATION
- LW-4 LIVING WAGE ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
- LW-5 LABOR/PAYROLL/DEBARMENT/HISTORY
- LW-9 WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS

LIVING WAGE ORDINANCE – APPLICATION FOR EXEMPTION 12

ADDITIONAL INFORMATION 13

CleanStreet
Cleaning Your Environment

March 3, 2011

Ms. Lorena Calderon
COUNTY OF LOS ANGELES

Subject: **STREET SWEEING PROPOSAL (2011-PA002)**

Dear Ms. Calderon,

Enclosed is our proposal for providing street sweeping services for South Whittier, West Whittier, Valinda/Hacienda Heights, Azusa/Covina/Claremont, and Marina Del Rey, et. al., Road Division 233 and Road Division 433.

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

We serve more than 60 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 Street, Gardena, CA 90247. I can be reached at (800) 225-7316 x103 or my cell at (310)740-1602.

Rick Anderson is authorized to make representations for CleanStreet. Rick can be reached at CleanStreet's headquarters at 1937 West 169th Street, Gardena, CA 90247. Rick can also be reached at (800) 225-7316 x108 or on his 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

Jere Costello
Chief Executive Officer

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

March 3, 2011

IN REPLY PLEASE
REFER TO FILE: AS-0

REQUEST FOR PROPOSALS – ADDENDUM 1
STREET SWEEPING SERVICES (2011-PA002)

Thank you for attending our mandatory Proposers' Conference for Street Sweeping Services (2011-PA002) on Thursday, February 24, 2011. The following clarifications and revisions have been made to 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.)

RFP MODIFICATION

1. Exhibit A, Scope of Work, Item I, first paragraph, has been revised to read:

   I. Contractor's Sweepers Mandatory Requirements

   ~~For all areas, except, Marina del Rey, sweepers on this Contract shall have a tail broom and two gutter brooms. No air sweepers shall be allowed on this Contract.~~ The ~~sweepers quantity~~ **type of equipment** ~~quantity and specification~~ utilized in this service shall be stated on the Statement of Equipment Form (Form PW-18).

   For the Marina Del Rey area, the Contractor shall use only vacuum **(regenerative air)** sweepers to perform sweeping operations on all streets, alleys, and parking lots. **Mechanical (broom) sweepers or vacuum (regenerative air) sweepers are acceptable in all other service areas.**

QUESTIONS

1. **Question:** Please provide the last three (3) months invoices for the current street sweeping contractors for each location.

   Response: The table below shows the totals for the three most current invoices available.

Location (Area)	January 2011	December 2010	November 2010	October 2010	September 2010
South Whittier	N/A	$30,256.13	$33,019.82	$36,375.53	N/A
West Whittier	N/A	N/A	$11,981.44	$12,657.91	$12,996.84
Valinda/Hacienda Heights	$26,393.68	$32,284.62	$34,100.16	N/A	N/A
Azusa/Covina/Claremont	N/A	$16,735.25	$21,503.14	$22,542.92	N/A
Marina Del Rey, et al., RD 233 and RD 433	N/A	$12,598.38	$12,598.38	$12,598.38	N/A

2. **Question:** Please verify if it will be acceptable to submit financial statements for the Fiscal Years of 2007, 2008, and 2009, as 2010 are not complete.

   Response: If the most current three full fiscal years are 2007, 2008, and 2009, then those should be submitted. Please refer to Part 1, Section 2, Item A, paragraph 9, page 1.14.

3. **Question:** Will financials for 2007, 2008, and 2009 be scored less than financials for 2008, 2009, and 2010?

   Response: It is unknown if financials for 2007, 2008, and 2009 will be scored less than financials for 2008, 2009, and 2010, however, the same criteria will be used in the evaluation process. Please be aware that the scores given are determined by the content, completeness, and compliance with RFP requirements of the submitted information.

4. **Question:** Under Evaluation Criteria for Financial Resources (1.31) it states that financial statements that are incomplete or unaudited (compiled, reviewed or self-prepared) may be given a low or zero score. To have financials prepared by a Certified Public Account (CPA) takes time and the cost goes up significantly from compiled, to reviewed to audited with audited financials being the most expensive. Are financials compiled by a CPA acceptable, or do they need to be reviewed or audited?

   Response: Financials do not have to be reviewed or audited. Financials compiled by a CPA are acceptable but may be scored lower than those reviewed or audited.

5. **Question:** Is a broom assist Tymco 600 BAH sweeper acceptable?

   Response: The Tymco 600 BAH sweeper is a vacuum (regenerative air) sweeper with an optional broom attachment to allow broom assisted sweeping only when necessary. Therefore, it would qualify for all service areas in this contract.

6. **Question:** In the PW-2, Schedule of Prices the definition of a Curb Mile has been changed to ten feet wide, this is a change as it normally was 5 feet. Is this possible?

   Response: As stated in Exhibit A, and scheduled prices Forms PW-2.1 through PW-2.5, A Curb Mile is defined as a swept path not less than 10-feet wide for a total length of 5,280 feet. Both gutter brooms must be down for this definition to apply.

   Contrary to the comment made, our observation is that when both brooms are down, a swept path of 10-feet can be clearly observed. A typical power sweeper is 8-feet wide. When brooms are extended and are operating, the swept path is 10 feet.

7. **Question:** Are there a fuel and tipping fee adjustments included in these Contracts?

   Response: Yes, fuel and tipping fee adjustments are included in the RPF. Refer to the paragraphs ELEVENTH and TWELFTH of the Sample Agreement.

8. **Question:** What happens if the Living Wage Increases during the potential 5-year contract period. Is there any type of adjustment?

   Response: The Living Wage rate has increased one time since the inception of the Living Wage Ordinance/Program and the new rate applied to new Living Wage solicitations, contract renewals, option years, and amendments and included rate adjustments. We do not know when or if the Living Wage rate is going to increase.

9. **Question:** There appears to be no day of week indications on the RFP for the street sweeping maps for Covina, Claremont, and Azusa. Can we service on any days we wish?

   Response: Currently, the Azusa/Covina/Claremont contract has an established sweeping schedule. MD1 will give the schedule to the winning contractor.

However, the sweeping schedule is at the discretion of the County, please refer to Exhibit A, Scope of Work, Item D, third paragraph.

10. **Question:** In the RFP for Street Sweeping Services they are requesting street sweepers with a tail broom. Currently, all of the contractors are sweeping these areas with Tymco 600's. I think the tail broom was a requirement for the sweeping of facilities?

Response: Please refer to RFP Modification noted above and response to question number five.

Clarification:

Please note that the provision in Exhibit A, Scope of Work, paragraph LL, Automated Parking Enforcement System (Photo Enforcement System), currently does not apply to this Contract, however, it may in the near future and Public Works may be interested in utilizing this option when it becomes available. Therefore, Proposer must demonstrate the capability of complying with this provision when it becomes available.

The deadline to submit the proposals remains to be **Thursday, March 10, 2011, at 5:30 p.m.**

If you have questions concerning the above information, please contact Ms. Lorena Calderon at (626) 458-4169, Monday through Thursday, 7 a.m. to 5:45 p.m.

Very truly yours,

GAIL FARBER
Director of Public Works

GHAYANE ZAKARIAN, Chief
Administrative Services Division

LC
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COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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Telephone: (626) 458-5100
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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE AS-0

March 8, 2011

REQUEST FOR PROPOSALS – ADDENDUM 2
STREET SWEEPING SERVICES (2011-PA002)

This is notification that Form PW-18, Statement of Equipment Form, has been revised to meet the revised language listed in Addendum 1, dated March 3, 2011. Please disregard the previous Form PW-18, and use the revised and enclosed Form PW-18.1 to submit with your proposals.

Please note that the deadline to submit the proposals continues to be **Thursday, March 10, 2011, at 5:30 p.m.**

If you have questions concerning the above information, please contact Ms. Lorena Calderon at (626) 458-4169, Monday through Thursday, 7 a.m. to 5:45 p.m.

Very truly yours,

GAIL FARBER
Director of Public Works

GHAYANE ZAKARIAN, Chief
Administrative Services Division

LC
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Enc.

STATEMENT OF EQUIPMENT FORM FOR STREET SWEEPING SERVICES (2011-PA002)

AREA:_____

(Must use one sheet per Area)

PROPOSER'S NAME: _____

ADDRESS: _____

TELEPHONE: _____

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

(1) Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.

(2) The proposer must comply with specification listed under Exhibit A, Section I, Contractor's Sweepers Mandatory Requirements and Exhibit A, Section I, Contractor's Equipment Compliance with Laws and Regulations.

TYPE OF EQUIPMENT	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	THE SWEEPER IS IN FULL COMPLIANCE WITH AQMD RULES 1186 AND 1186.1 PERTAINING TO SWEEPERS (YES/NO[1])

[1] **If your answer is NO, your proposal may be rejected as non-responsive.**

CORPORATION

A0595329

State of California

SECRETARY OF STATE

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

That the attached transcript of ____ 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

_____

Kevin Shelley

Secretary of State

CleanStreet
Cleaning Your Environment

1937 W. 169th Street
Gardena, CA 90247
Ph: (800) 225-7316 Ext. 108

CORPORATION

C0503829

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

CORPORATION

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.)

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

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 AND STATE	ZIP CODE
8. NAME: Jere Costello	1937 W. 169th Street, Gardena, CA 90247		
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	CITY	STATE	ZIP CODE
1937 W. 169th Street, Gardena, CA 90247			

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 08/2007) — APPROVED BY SECRETARY OF STATE

006915S

CleanStreet
Cleaning Your Environment

1937 W. 169th Street
Gardena, CA 90247
Ph: (800) 225-7316 Ext. 108

HISTORY

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.

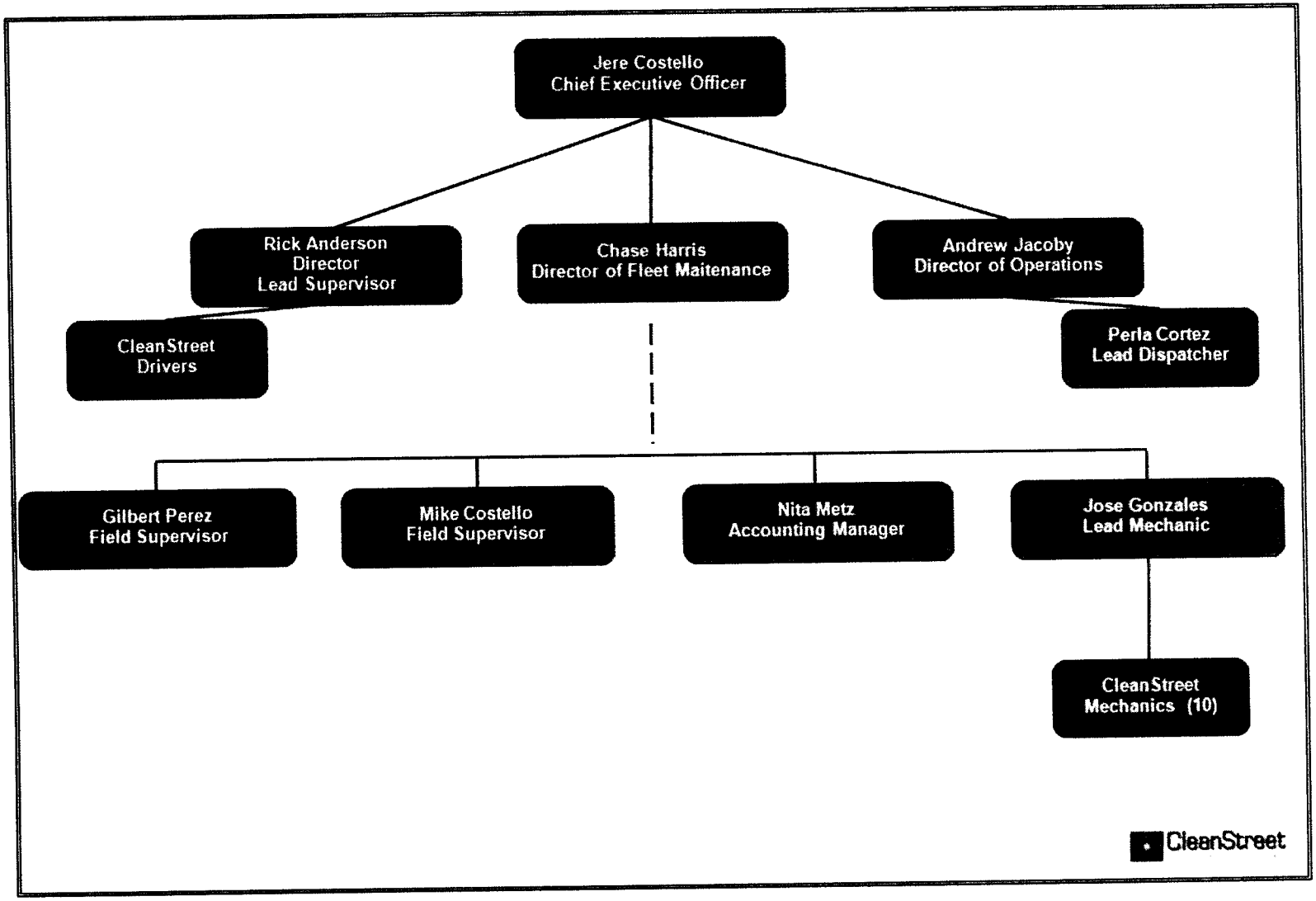
Today CleanStreet serves scores of municipalities and major private facilities with high quality cleaning and sweeping services. The key to our success is the fact that we kept that promise of quality to our clients.

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.

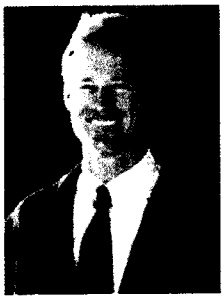
(800) 225-7316 x108
1937 W. 169th Street
Gardena, CA 90247

ORGANIZATION CHART



CleanStreet
Cleaning Your Environment

JERE COSTELLO



Jere Costello
Founder and CEO of CleanStreet

EMPLOYMENT HISTORY:

CLEANSTREET ..... 1961 TO PRESENT

Responsibilities:

- Founder
- Management procedures and policy
- Equipment purchases
- Financial planning and management
- Management efficiency and effectiveness
- Public relations

Education:

- Northrop University Law School

Professional Skills:

- Bilingual: Spanish and English

Professional and Trade Organizations:

- L.A. and Orange County Chapter – Maintenance Superintendents Association (MSA)
- North American Power Sweeping association (naPSa)

CleanStreet
Cleaning Your Environment

RICK ANDERSON

RICK ANDERSON
Director of Business Development / Supervisor

EMPLOYMENT HISTORY:

CLEANSTREET ..... 1989 TO PRESENT

Current Responsibilities:

- Oversees daily operations.
- Contract management.
- Develops new business.
- Ensures safe operations and promotes proactive culture for safety.
- Monitors and reviews GPS tracking system reports.
- Oversee and supervise the daily maintenance and cleanliness of all vehicles.
- Conducts meetings to discuss daily operations performance, regulatory issues, client concerns and company policies and procedures.
- Responsible for ensuring compliance of all state and Federal laws and regulations.

Education:

- Bachelors of Science, University of Southern California (USC)
- Jurist Doctorate, Southwestern University School of Law

Professional Skills:

- Bilingual: Spanish and English

Professional and Trade Organizations:

- L.A. and Orange County Chapter – Maintenance Superintendents Association (MSA)
- North American Power Sweeping association (naPSa)

EXPERIENCE

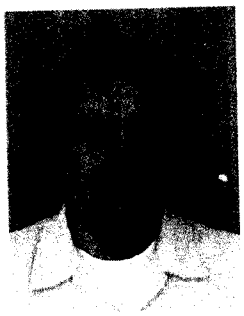
Andrew Jacoby, Director of Operations

Andrew Jacoby is the director of operations for CleanStreet and has been with the company since 2003. Mr. Jacoby oversees the Human Resources Department, and serves as the Company's risk manager. He has been instrumental in developing a state-of-the-art time and attendance system, in which data is transmitted through handsets and reconciled by complex GPS tracking software installed in CleanStreet's vehicles and handsets. Andrew is also responsible for claims management and is the driving force behind CleanStreet's constant emphasis on safety.

Chase Harris, Director of Fleet Maintenance

Chase Harris graduated from the University of Arizona in 1994 and has been with CleanStreet for 18 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. He is well-acquainted with CleanStreet's equipment as well as the environmental laws and regulations that apply to our extensive fleet. Mr. Harris is quick to respond to complicated situations and his dedication to excellence is a tremendous asset to CleanStreet.

Gilbert Perez, Field Supervisor



Gilbert Perez is a highly-skilled street sweeper operator who has been with CleanStreet since 2005. Mr. Perez is also proficient in the operation of other commercial vehicles, including those which require a Class A license. Mr. Perez has had experience with many facets of maintenance, including streets and parking structures, and is experienced with janitorial maintenance as well. Mr. Perez supervises street sweeper operators, porters, and pressure-washing crews in the field. He is extremely dedicated to his job and works tirelessly to ensure the highest quality of work.

EXPERIENCE

Perla Cortez, Lead Dispatcher

Perla Cortez has worked for CleanStreet for eight years. Ms. Cortez has developed a comprehensive geographical knowledge of our service areas and possesses excellent computer and communication skills. She is outgoing and friendly and efficiently coordinates our drivers and routes to meet our customers' frequent deadlines. Ms. Cortez is committed to providing quality, on-time service.

Patty Madera, Dispatcher

Patty Madera joined CleanStreet in the latter part of 2007. She offers a high degree of professionalism, solid business ethics, and extensive computer skills. Ms. Madera is reliable and has a positive attitude. She works effectively and with a sense of urgency, and can quickly read, understand, and use street maps and complex mapping software.

WORK PLAN
SOUTH WHITTIER

Personnel Staffing Plan:
Streets in this contract will be swept on an 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.

Staffing on the South Whittier area will consist of two full-time street sweeper operators. This will enable CleanStreet to complete alternate side posting routes on a daily basis during the posted times. During leaf season, additional drivers may be utilized to complete routes in a timely manner.

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.

WORK PLAN
SOUTH WHITTIER

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 performed.

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.

(800) 225-7316 x108
1937 W. 169th Street
Gardena, CA 90247

WORK PLAN
SOUTH WHITTIER

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.

We utilize as many 2003 Tymco 600 as needed for South Whittier. 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 2003 propane powered street sweeper compliant with rule 1186.1.

In order to ensure uninterrupted performance, backup will be available at all times.

(800) 225-7316 x108
1937 W. 169th Street
Gardena, CA 90247

WORK PLAN
SOUTH WHITTIER

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

Automated Parking Enforcement System:
When requested by the Contract Manager, CleanStreet shall permit the placement of a digital camera system by a County-approved vendor in order for the private vendor to capture information from vehicles that are parked during the designated street sweeping parking enforcement hours within the parking lane. CleanStreet shall be prohibited from utilizing any images collected from this automated enforcement digital camera system (Photo Enforcement System), including license plate numbers, for any purpose other than establishing appropriate context to support the parking violation. CleanStreet shall maintain individual privacy, and shall take all steps in ensuring confidential data is handled in accordance with the Vehicle Code and any established guidelines of the County approved private vendor.

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.

(800) 225-7316 x108
1937 W. 169th Street
Gardena, CA 90247

WORK PLAN
SOUTH WHITTIER

City of _____

CleanStreet's Weekly Report

Date: _____
Week Beginning: _____
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 _____					Op: _____ No. 1 _____ Op: _____ No. 2 _____	
Tuesday	Total Mileage _____					Op: _____ No. 1 _____ Op: _____ No. 2 _____	
Wednesday	Total Mileage _____					Op: _____ No. 1 _____ Op: _____ No. 2 _____	
Thrusday	Total Mileage _____					Op: _____ No. 1 _____ Op: _____ No. 2 _____	
Friday	Total Mileage _____					Op: _____ No. 1 _____ Op: _____ No. 2 _____	
Total	Total Mileage _____						

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1937 W. 169th Street
Gardena, CA 90247

WORK PLAN
WEST WHITTIER

Personnel Staffing Plan:
Streets in this contract will be swept on an 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.

Staffing on the West Whittier area will consist of one full-time street sweeper operator. This will enable CleanStreet to complete alternate side posting routes on a daily basis during the posted times. During leaf season, additional drivers may be utilized to complete routes in a timely manner.

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.

(800) 225-7316 x108
1937 W. 169th Street
Gardena, CA 90247

WORK PLAN
WEST WHITTIER

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 performed.

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.

(800) 225-7316 x108
1937 W. 169th Street
Gardena, CA 90247

WORK PLAN
WEST WHITTIER

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.

We utilize as many 2003 Tymco 600 as needed for South Whittier. 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 2003 propane powered street sweeper compliant with rule 1186.1.

In order to ensure uninterrupted performance, backup will be available at all times.

(800) 225-7316 x108
1937 W. 169th Street
Gardena, CA 90247

WORK PLAN
WEST WHITTIER

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

Automated Parking Enforcement System:
When requested by the Contract Manager, CleanStreet shall permit the placement of a digital camera system by a County-approved vendor in order for the private vendor to capture information from vehicles that are parked during the designated street sweeping parking enforcement hours within the parking lane. CleanStreet shall be prohibited from utilizing any images collected from this automated enforcement digital camera system (Photo Enforcement System), including license plate numbers, for any purpose other than establishing appropriate context to support the parking violation. CleanStreet shall maintain individual privacy, and shall take all steps in ensuring confidential data is handled in accordance with the Vehicle Code and any established guidelines of the County approved private vendor.

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.

(800) 225-7316 x108
1937 W. 169th Street
Gardena, CA 90247

WORK PLAN
WEST WHITTIER

City of _____

CleanStreet's Weekly Report

Date: _____

Week Beginning: _____

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 _____					Op: _____ No. 1 _____ Op: _____ No. 2 _____	
Tuesday	Total Mileage _____					Op: _____ No. 1 _____ Op: _____ No. 2 _____	
Wednesday	Total Mileage _____					Op: _____ No. 1 _____ Op: _____ No. 2 _____	
Thrusday	Total Mileage _____					Op: _____ No. 1 _____ Op: _____ No. 2 _____	
Friday	Total Mileage _____					Op: _____ No. 1 _____ Op: _____ No. 2 _____	
Total	Total Mileage _____						

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1937 W. 169th Street
Gardena, CA 90247

WORK PLAN
VALINDA/HACIENDA HEIGHTS

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 the Valinda/Hacienda Heights area requires approximately 3 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

(800) 225-7316 x108
1937 W. 169th Street
Gardena, CA 90247

WORK PLAN
VALINDA/HACIENDA HEIGHTS

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 performed.

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

(800) 225-7316 x108
1937 W. 169th Street
Gardena, CA 90247

WORK PLAN
VALINDA/HACIENDA HEIGHTS

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.

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1937 W. 169th Street
Gardena, CA 90247

WORK PLAN
VALINDA/HACIENDA HEIGHTS

Automated Parking Enforcement System:
When requested by the Contract Manager, CleanStreet shall permit the placement of a digital camera system by a County-approved vendor in order for the private vendor to capture information from vehicles that are parked during the designated street sweeping parking enforcement hours within the parking lane. CleanStreet shall be prohibited from utilizing any images collected from this automated enforcement digital camera system (Photo Enforcement System), including license plate numbers, for any purpose other than establishing appropriate context to support the parking violation. CleanStreet shall maintain individual privacy, and shall take all steps in ensuring confidential data is handled in accordance with the Vehicle Code and any established guidelines of the County approved private vendor.

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.

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1937 W. 169th Street
Gardena, CA 90247

WORK PLAN
VALINDA/HACIENDA HEIGHTS

City of _____

CleanStreet's Weekly Report

Date: _____

Week Beginning: _____

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 _____					Op: _____ No. 1 _____ Op: _____ No. 2 _____	
Tuesday	Total Mileage _____					Op: _____ No. 1 _____ Op: _____ No. 2 _____	
Wednesday	Total Mileage _____					Op: _____ No. 1 _____ Op: _____ No. 2 _____	
Thrusday	Total Mileage _____					Op: _____ No. 1 _____ Op: _____ No. 2 _____	
Friday	Total Mileage _____					Op: _____ No. 1 _____ Op: _____ No. 2 _____	
Total	Total Mileage _____						

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Cleaning Your Environment

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1937 W. 169th Street
Gardena, CA 90247

WORK PLAN
AZUSA, COVINA & CLAREMONT AREA

Personnel Staffing Plan:

Streets in this contract will be swept on an 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.

Staffing on the Azusa, Covina and Claremont area will consist of two full-time street sweeper operators. This will enable CleanStreet to complete alternate side posting routes on a daily basis during the posted times. During leaf season, additional drivers may be utilized to complete routes in a timely manner.

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.

(800) 225-7316 x108
1937 W. 169th Street
Gardena, CA 90247

WORK PLAN
AZUSA, COVINA & CLAREMONT AREA

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 performed.

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.

CleanStreet
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1937 W. 169th Street
Gardena, CA 90247

WORK PLAN
AZUSA, COVINA & CLAREMONT AREA

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.

We utilize as many 2004 Tymco 600 as needed for each location. 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 to the various contracts will be Tymco 2004 propane powered street sweeper compliant with rule 1186.1.

In order to ensure uninterrupted performance, backup will be available at all times.

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1937 W. 169th Street
Gardena, CA 90247

WORK PLAN
AZUSA, COVINA & CLAREMONT AREA

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

Automated Parking Enforcement System:
When requested by the Contract Manager, CleanStreet shall permit the placement of a digital camera system by a County-approved vendor in order for the private vendor to capture information from vehicles that are parked during the designated street sweeping parking enforcement hours within the parking lane. CleanStreet shall be prohibited from utilizing any images collected from this automated enforcement digital camera system (Photo Enforcement System), including license plate numbers, for any purpose other than establishing appropriate context to support the parking violation. CleanStreet shall maintain individual privacy, and shall take all steps in ensuring confidential data is handled in accordance with the Vehicle Code and any established guidelines of the County approved private vendor.

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.

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Gardena, CA 90247

WORK PLAN
AZUSA, COVINA & CLAREMONT AREA

City of _____

CleanStreet's Weekly Report

Date: _____

Week Beginning: _____

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						

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1937 W. 169th Street
Gardena, CA 90247

WORK PLAN
MARINA DEL REY ET. AL., ROAD DIVISION 233 & 433

Personnel Staffing Plan:
Streets in this contract are same day, same side sweeping.
Streets will be swept on Monday and Thursday for the department of works.

Streets will be swept on Monday and Thursday for the Department of Beaches and Harbors after 7:00 a.m.

Lot 20 will be swept on Sunday, Monday, Wednesday, Thursday, Friday and Saturday except from Memorial Day weekend through the first week of September, when it shall be swept every day.

Lots 13, 15, and 17 shall be swept on Sunday, Monday, Thursday, and Saturday. All other lots shall be on Monday and Thursday. Lots 1, 2, 3, and 7 shall be swept after 7 a.m. All other lots shall be swept prior to 7:00 a.m.

Areas that are inaccessible with the street sweeper will be cleaned by hand. CleanStreet will only utilize full time staff, which may require a driver to work in 1 or more projects.

Staffing on the Marina Del Rey et. at., Rd. 233 and 433 will consist of 1 full time street sweeper operator. In summer time, additional drivers may be utilized to give the primary driver time off on the weekends.

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., or as posted.

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

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1937 W. 169th Street
Gardena, CA 90247

operator pride.

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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 performed.

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.

WORK PLAN
MARINA DEL REY ET. AL., ROAD DIVISION 233 & 433

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.

We utilize as many 2004 Tymco 600 as needed for each location. 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 to the various contracts will be Tymco 2004 propane powered street sweeper compliant with rule 1186.1.

In order to ensure uninterrupted performance, backup sweepers will be available at

(800) 225-7316 x108
1937 W. 169th Street
Gardena, CA 90247

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

Automated Parking Enforcement System:
When requested by the Contract Manager, CleanStreet shall permit the placement of a digital camera system by a County-approved vendor in order for the private vendor to capture information from vehicles that are parked during the designated street sweeping parking enforcement hours within the parking lane. CleanStreet shall be prohibited from utilizing any images collected from this automated enforcement digital camera system (Photo Enforcement System), including license plate numbers, for any purpose other than establishing appropriate context to support the parking violation. CleanStreet shall maintain individual privacy, and shall take all steps in ensuring confidential data is handled in accordance with the Vehicle Code and any established guidelines of the County approved private vendor.

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.

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Gardena, CA 90247

WORK PLAN
MARINA DEL REY ET. AL., ROAD DIVISION 233 & 433

City of _____

CleanStreet's Weekly Report

Date: _____
Week Beginning: _____
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 _____					Op: _____ No. 1 _____ Op: _____ No. 2 _____	
Tuesday	Total Mileage _____					Op: _____ No. 1 _____ Op: _____ No. 2 _____	
Wednesday	Total Mileage _____					Op: _____ No. 1 _____ Op: _____ No. 2 _____	
Thrusday	Total Mileage _____					Op: _____ No. 1 _____ Op: _____ No. 2 _____	
Friday	Total Mileage _____					Op: _____ No. 1 _____ Op: _____ No. 2 _____	
Total	Total Mileage _____						

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1937 W. 169th Street
Gardena, CA 90247

QUALITY ASSURANCE

CleanStreet has established a fine reputation for providing the highest quality street sweeping services in the industry. We feel our attitude toward quality is the key to our success. It is far easier on everyone involved for the sweepers to do a good job the first time, rather than receive a complaint and have to return and sweep the street again later.

Our operators are encouraged to take as many passes as are necessary to do a great job. They take great pride in the complete satisfaction of the residents. Consequently, they receive very few complaints.

The quality of our services is the basis of our establishing long term relationship with our clients. CleanStreet is proud of its reputation for providing the highest level of service in the industry.

We are confident that we can do an excellent job for the city. We would accomplish this by following these guidelines:

Skilled Operators:
We will sweep your City utilizing operators that have been properly trained and that have years of experience sweeping municipalities.

Quality Equipment:
We will provide these skilled operators with new model equipment that is in excellent operating condition and appearance.

CleanStreet equips its trucks with Global Positioning Satellite (GPS) system. All of the real-time data is monitored by CleanStreet's dispatchers. This permits CleanStreet to monitor the driver's speed, time and location.

All equipment used will be in compliance with SCAQMD Rules 1186 and 1186.1 and all other applicable laws and rules.

Standards of Quality:
We will make it clear to our operators that we will expect completely clean streets, regardless of the number of passes the sweeper must take to accomplish this.

We will expect our employees to take pride in their equipment, their work, and the community.

CleanStreet
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(800) 225-7316 x108
1937 W. 169th Street
Gardena, CA 90247

QUALITY ASSURANCE

Supervision:
We will assign your City to a regular supervisor. The supervisor will visit the City on a daily basis during the first weeks of our operations. Once timings are set, the supervisor will visit the City at least once per week on a regular basis.

Complaints:
We will handle any and all complaints on the day they are received. We believe that responsiveness is key to establishing public confidence in our ability and integrity.

We also believe that the operator is more highly motivated to do a good job the first time if he knows he may have to come back again if he doesn't. Our operators take great pride in not receiving complaints and doing a great job the first time.

Our operators will check in with the designated city person on a daily basis to see if there are any complaints. If there are complaints, we will go out and re-sweep them immediately. We will always respond in less than 6 hours.

Our attitude toward quality and this level of service makes the whole sweeping program run smoothly.

Communications:
We have cellular phone contact with our operators at all times.

Emergencies:
We will provide the City with a 24-hour hotline number to handle all emergencies.

Back Up Equipment:
We will always have back-up equipment available to us at all times.

Toll Free line:
We will provide a toll free number to your City to receive field staff reports, complaints, emergencies or requests for extra work.

Monthly Meeting:
At least one time per month and more often if necessary, there will be a meeting between representatives of CleanStreet and your City to assess performance and to seek ways to improve service

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Cleaning Your Environment

(800) 225-7316 x108
1937 W. 169th Street
Gardena, CA 90247

QUALITY ASSURANCE

Inspection Fundamentals:

Rick Anderson, Supervisor, will be the authority overseeing this program.

Mr. Anderson is a graduate of USC and Southwestern University School of Law. He has been with the company for over 20 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 complements CleanStreets' primary role as a street sweeping contractor.

Prior to leaving for the sweeping location, the street sweeper will go through an inspection to ensure proper performance at the job site. Spot checks by a supervisor will ensure all of the procedures are carried out in a professional manner.

Quality Control Documentation:

See form below.

CLEANSTREET TYMCO INSPECTION LIST

TRUCK NUMBER:								
	Oil	Water/coolant	Fluids	Belts	Hoses			
1. Check Front Motor Fluids (Oil,Transmission, Power Steering) Belts, Hoses								
2. Check Rear Motor Oil, Radiator Water/Coolant, Belts, Hoses								
	Hydraulic Hoses	Oil Level						
3. Check for hydraulic leaks and hydraulic oil level (inspect all visible hoses)								
	Adjustment	Visual Insp.	Operation					
4. Check brake adjustment & condition of spring brake cans/air lines and operation								
	Tires	Lug Nuts						
5. Tires checked and lug nuts tight								
	Head Rubbers	Springs	Bleeder Cable					
6. Head Rubbers, Springs, Bleeder Cable								
	Pump	Fittings						
7. Water System (is the system working well and are all fittings present)								
	Working Lights	Headlights	Beacon	GB Lights	Turn Signals	Horn	Wipers	Back-up Alarm
8. Lights, Horn, Wipers, Back-up Alarm								
	Visual Inspection	Operation						
9. Steering								
	Right Broom	Left Broom	U-Joints	Springs				
10. Gutter Brooms								
	Hopper Door	Inspection Doors						
11. Seals								

DATE:

MECHANIC'S SIGNATURE

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Cleaning Your Environment

(800) 225-7316 x108
1937 W. 169th Street
Gardena, CA 90247

SUBCONTRACTORS

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

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(800) 225-7316 x108
1937 W. 169th Street
Gardena, CA 90247

INSURANCE

CleanStreet will comply with all provision set forth in Exhibit B, Section 5, Indemnification and Insurance if awarded this contract. We will procure, maintain and provide the County proof of insurance and coverage as specified by the Request for Proposal throughout the entire term of the proposed contract without interruption or break in coverage.

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1937 W. 169th Street
Gardena, CA 90247

FORM PW-1

VERIFICATION OF PROPOSAL

DATE: March 3 , 2011

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

DECLARANT INFORMATION

3. NAME OF DECLARANT: Jere Costello

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: jcostello@cleanstreet.com	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 Street, Gardena, CA 90247	Year incorporated: 2003
	State of incorporation: California	
☐ 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 Chief Executive Officer	Phone (800) 225-7316 x103	Fax (310) 538-8015
Street 1937 W. 169th Street	City Gardena	State California	Zip 90247
Name(s) Rick Anderson	Title Secretary	Phone (800) 225-7316 x108	Fax (310) 538-8015
Street 1937 W. 169th Street	City Gardena	State California	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): _____ 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 the above information is true and correct.

Signature of Proposer or Authorized Agent: _____ Date: March 3, 2011

Type name and title: Jere Costello, Chief Executive Officer

FORM PW-2.5

SCHEDULE OF PRICES FOR STREET SWEEPING SERVICES IN MARINA DEL REY ET. AL., RD 233 AND 433 (2011-PA002)

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	ANNUAL QUANTITY	UNIT PRICE	ANNUAL PRICE
1.	Weekly and twice weekly sweeping of curbed streets (1) for the Department of Public Works.	CURB MILES (CM)[2]	1,664	$ 24.00	$ 39,936.00
2.	Weekly sweeping of paved alleys for the Department of Public Works.	PAVED ALLEY MILES (PM)[3]	52	$ 24.00	$ 1,248.00
3.	Twice weekly sweeping of curbed streets for the Department of Beaches and Harbors.	CURB MILES (CM)	988	$ 24.00	$23,712.00
4.	Twice Weekly sweeping of paved alleys for the Department of Beaches and Harbors.	PAVED ALLEY MILES (PM)	52	$ 35.00	$ 1,820.00
5.	Twice Weekly sweeping of public Parking Lots(4)1 to 12, 14, 16, 18, and 19 for the Department of Beaches and Harbors.	1 SWEEPING OF SPECIFIED LOTS	104	$ 375.00	$39,000.00
6.	Four times per week sweeping of public Parking Lots 13, 15, and 17 for the Department of Beaches and Harbors.	1 SWEEPING OF SPECIFIED LOTS	208	$ 72.50	$15,080.00
7.	Sweeping of public Parking Lot 20 for the Department of Beaches and Harbors six times per week from the second week of September to Memorial Day weekend.	1 SWEEPING OF SPECIFIED LOT	222	$ 67.00	$ 14,874.00
8.	Sweeping of public Parking Lot 20 for the Department of Beaches and Harbors Daily (7 days a week) from Memorial Day weekend through first week of September.	1 SWEEPING OF SPECIFIED LOT	105	$ 75.00	$ 7,875.00
				TOTAL ANNUAL PROPOSED PRICE	$ 143,545.00

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) is defined as a swept path not less than 10 feet wide for a total length of 5,280 feet. Both gutter brooms must be down for this definition to apply.

3. A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet.

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

LEGAL NAME OF PROPOSER		
CleanStreet		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
TITLE OF AUTHORIZED PERSON Chief Executive Officer		
DATE March 3, 2011	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE) N/A	LICENSE TYPE (IF APPLICABLE)
PROPOSER'S ADDRESS: 1937 W. 169th Street Gardena, CA 90247		
PHONE (800) 225-7316 x103	FACSIMILE (310) 538-8015	E-MAIL jcostello@cleanstreet.com

FORM PW-3

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

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

Company Name: CleanStreet	
Company Address: 1937 W. 169th Street	
City: Gardena	State: California Zip Code: 90247
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: March 3, 2011

FORM PW-4

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Street Sweeping
SERVICE BY PROPOSER CleanStreet
PROPOSAL DATE: Thursday, March 10, 2011

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

	2006	2007	2008	2009	2010	Total	Current Year to Date
1. Number of contracts.	64	66	70	65	65	330	63
2. Total dollar amount of Contracts (in thousands of dollars).	13.0 million	14.5 million	15.0 million	16.5 million	15.6 million	74.6 million	15.1 million
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	5	1	2	2	1	11	0
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	0	0	0	0	0	0	0
6. Number of lost workdays.	615	8	128	90	77	918	0

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

Jere Costello
Name of Proposer or Authorized Agent (print)

Signature

March 3, 2011
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 March 3, 2011

FORM PW-7

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	CleanStreet
Address	1937 W. 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
Signature	
Date	March 3, 2011

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

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 March 3, 2011

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	Project No. 2011-PA002

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

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

N/A

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.	(✓)	( )
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

March 3, 2011

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: California	ZIP CODE: 90247

☑ 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: Jere Costello	TITLE: Chief Executive Officer
SIGNATURE:	DATE: March 3, 2011

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. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination was at the fault of the Proposer or not. Any and all terminated contracts should be accompanied with an explanation. It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on contracts that were terminated prior to expiration.

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 Jm Cirillo DATE: March 3, 2011

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 where they would be a party; and have not had any judgments entered against them within the last five years as of the date of proposal submission.

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

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

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/threatened litigation or judgment (use additional page if necessary):

_____

_____

_____

_____

_____

B. ☐ Pending Litigation ☐ Threatened 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/threatened litigation or judgment (use additional page if necessary):

_____

_____

_____

_____

_____

Signature of Proposer: _____ **Date:** March 3, 2011

FORM PW-16

STREET SWEEPING SERVICES (2011-PA002)

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

CleanStreet

Proposer's Name

1937 W. 169th Street, Gardena, CA 90247

Address

☑ **If awarded the contract: Proposer <u>will</u> comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer <u>will</u> procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.**

☐ **Proposer <u>will not</u> comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer <u>will not</u> procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage. <u>If you check this box, your proposal will be immediately disqualified as non-responsive.</u>**

Print Name: Jere Costello	Title: Chief Executive Officer
Signature:	Date: March 3, 2011

FORM PW-17

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

The Proposer certifies that:

☑ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

-OR-

I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

_____

_____

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: Jere Costello	Date: March 3, 2011

FORM PW-18.1

STATEMENT OF EQUIPMENT FORM FOR STREET SWEEPING SERVICES (2011-PA002)

AREA: South Whittier

(Must use one sheet per Area)

PROPOSER'S NAME: CleanStreet

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

TELEPHONE: (800) 225-7316 x103

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

(1) Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.

(2) The proposer must comply with specification listed under Exhibit A, Section I, Contractor's Sweepers Mandatory Requirements and Exhibit A, Section I, Contractor's Equipment Compliance with Laws and Regulations.

TYPE OF EQUIPMENT	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	THE SWEEPER IS IN FULL COMPLIANCE WITH AQMD RULES 1186 AND 1186.1 PERTAINING TO SWEEPERS (YES/NO[1])
Sweeper	Tymco	600-LPG	2003	1FVABTBY33HL68539	Yes
Sweeper	Tymco	600-LPG	2009	1FVACXDT59HAK0582	Yes

[1] **If your answer is NO, your proposal may be rejected as non-responsive.**

FORM PW-18.1

STATEMENT OF EQUIPMENT FORM FOR STREET SWEEPING SERVICES (2011-PA002)

AREA: West Whittier

(Must use one sheet per Area)

PROPOSER'S NAME: CleanStreet

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

TELEPHONE: (800) 225-7316 x103

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

(1) Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.

(2) The proposer must comply with specification listed under Exhibit A, Section I, Contractor's Sweepers Mandatory Requirements and Exhibit A, Section I, Contractor's Equipment Compliance with Laws and Regulations.

TYPE OF EQUIPMENT	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	THE SWEEPER IS IN FULL COMPLIANCE WITH AQMD RULES 1186 AND 1186.1 PERTAINING TO SWEEPERS (YES/NO[1])
Sweeper	Tymco	600-LPG	2009	1FV6HFAA1WH908730	Yes

[1] **If your answer is NO, your proposal may be rejected as non-responsive.**

STATEMENT OF EQUIPMENT FORM FOR STREET SWEEPING SERVICES (2011-PA002)

AREA: Valinda/Hacienda Heights

(Must use one sheet per Area)

PROPOSER'S NAME: CleanStreet

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

TELEPHONE: (800) 225-7316 x103

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

(1) Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.

(2) The proposer must comply with specification listed under Exhibit A, Section I, Contractor's Sweepers Mandatory Requirements and Exhibit A, Section I, Contractor's Equipment Compliance with Laws and Regulations.

TYPE OF EQUIPMENT	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	THE SWEEPER IS IN FULL COMPLIANCE WITH AQMD RULES 1186 AND 1186.1 PERTAINING TO SWEEPERS (YES/NO[1])
Sweeper	Tymco	600-LPG	2009	1FV6HFAA7XHA34971	Yes
Sweeper	Tymco	600-LPG	2009	1FV6FHAAXWH929933	Yes
Sweeper	Tymco	600-LPG	2009	1FV6HFAA1WH929934	Yes

[1] **If your answer is NO, your proposal may be rejected as non-responsive.**

STATEMENT OF EQUIPMENT FORM FOR STREET SWEEPING SERVICES (2011-PA002)

AREA: Azusa/Covina/Claremont

(Must use one sheet per Area)

PROPOSER'S NAME: CleanStreet

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

TELEPHONE: (800) 225-7316 x103

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

(1) Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.

(2) The proposer must comply with specification listed under Exhibit A, Section I, Contractor's Sweepers Mandatory Requirements and Exhibit A, Section I, Contractor's Equipment Compliance with Laws and Regulations.

TYPE OF EQUIPMENT	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	THE SWEEPER IS IN FULL COMPLIANCE WITH AQMD RULES 1186 AND 1186.1 PERTAINING TO SWEEPERS (YES/NO[1])
Sweeper	Tymco	600-LPG	2003	1FV6HFAA1YHA34983	Yes
Sweeper	Tymco	600-LPG	2009	1FVABTBV13DK88783	Yes

[1] **If your answer is NO, your proposal may be rejected as non-responsive.**

FORM PW-18.1

STATEMENT OF EQUIPMENT FORM FOR STREET SWEEPING SERVICES (2011-PA002)

AREA: Marina Del Rey, et. al., Road Division 233 & 433

(Must use one sheet per Area)

PROPOSER'S NAME: CleanStreet

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

TELEPHONE: (800) 225-7316 x103

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

(1) Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.

(2) The proposer must comply with specification listed under Exhibit A, Section I, Contractor's Sweepers Mandatory Requirements and Exhibit A, Section I, Contractor's Equipment Compliance with Laws and Regulations.

TYPE OF EQUIPMENT	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	THE SWEEPER IS IN FULL COMPLIANCE WITH AQMD RULES 1186 AND 1186.1 PERTAINING TO SWEEPERS (YES/NO[1])
Sweeper	Tymco	600-LPG	2009	1FV6HFAA8YHA34981	Yes

[1] **If your answer is NO, your proposal may be rejected as non-responsive.**

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: N/A			
Company Address:			
City:		State:	Zip Code:
Telephone Number:	Facsimile Number:	Email Address:	
Awarding Department:			Contract Term:
Type of Service:			
Contract Dollar Amount:			Contract Number (if any):

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

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

FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

N/A

☐ 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.

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: 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: March 3, 2011
PLEASE PRINT NAME: Jere Costello	TITLE OR POSITION: Chief Executive Officer

FORM LW-7

REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: CleanStreet

Name of Proposer's Health Plan: _____ Date: March 3, 2011

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

N/A

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	 Y N Y N Y N Y N	 $ $ $ $	
Proposer's portion of above health premium payment Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	 Y N Y N Y N Y N	 $ $ $ $	
Any Annual Deductible? Per Person Per Family	 Y N Y N	 $ $	
Any Annual Maximum Employee Out-of-Pocket Expense? Per Person Per Family	 Y N Y N	 $ $	
Any Lifetime Maximum? Per Person Per Family	 Y N Y N	 $ $	
Ambulance coverage	Y N	$	
Doctor's Office Visits	Y N	$	
Emergency Care	Y N	$	
Home Health Care	Y N	$	
Hospice Care	Y N	$	
Hospital Care	Y N	$	
Immunizations	Y N	$	
Maternity	Y N	$	
Mental Health	Y N	$	
Mental Health In-Patient Coverage	Y N	$	

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

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

Under this health plan, a full time employee:

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

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

OTHER BENEFITS:

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

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

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

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

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

FORM LW-8.5

STAFFING PLAN AND COST METHODOLOGY FOR STREET SWEEPING SERVICES IN MARINA DEL REY (2011-PA002)

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				
Street Sweeper Driver	3	8	8	8	8	8	3	46	2,392	16.00 (24.00) OT	$40,768.00
Supervisor		1	1	1	1	1		5	260	19.00	$4,940.00
											$
											$
											$
											$
											$
											$
											$
											$

Comments/Notes:		
	Total Annual Salaries	$45,708.00
	(1) Vacations, Sick Leave, Holiday	$4,753.32
	(2) Health Insurance **	$0
	(3) Payroll Taxes & Workers' Compensation	$12,531.48
	(4) Welfare and Pension	$0
	Total Annual Employee Benefits (1+2+3+4)	$17,284.80
	(5) Equipment Costs	$27,800.00
	(6) Service and Supply Costs	$23,857.00
	(7) General and Administrative Costs	$14,817.00
	(8) Profit	$14,078.20
	Total Annual Other Costs (5+6+7+8)	$80,552.20
	TOTAL ANNUAL PRICE	$143,545.00

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

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

This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, should total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices.

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.

CleanStreet
Name of Proposer

Signature

March 3, 2011
Date

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 ECONZ. On premises, employees use a magnetic badge to swipe in and out, while out of the area, employees report start, stop, 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 the premises. Out-of-area employees' shift starts when they retrieve their company vehicle from either a city yard or rented parking lot. 1.2 We have a combination of on-site and out-of-area employees. Their shift starts where ever they have to retrieve their company vehicle; our main yard, a city yard, or rented parking lot. 1.3 The employees shift starts once they arrive at the 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?	2 We 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 employees reported starts, stops, and switches, along with the 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 the dispatch schedule and GPS timestamps. 3.6 Records with analysis/discrepancies are forwarded to the Operations Manager and Human Resources Manager. 3.7 They are used to verify hours reported and to list the discrepancies that require reconciliation. 3.8 Please see attached.

Tuesday, March 01, 2011 12:19 PM

Timecard View for [redacted]

Timecard Date Range: User-Defined Date Range (01/17/2011 - 01/30/2011)

Supervisor: [redacted]

Payroll ID: 095003

Company Code: 2Q1

Hours Summary

Earnings Code	Hours
Overtime	20.73
Regular	71.95
Doubletime	0.83
Total	93.51

Timecard Details

Date	Time	Hours	Daily Totals	Out Type	Earnings Code	Department	Jobs	Work Order	Vehicle Number
01/18/2011	04:02 AM - 06:04 AM	2.03				000201	LA CO. AZU OR COV OR CLAR	248 LA CO. AZU-COV-CLAREM	680
01/18/2011	06:04 AM - 09:44 AM	3.67				000201	LA CO. AZU OR COV OR CLAR	55 BROKEN DOWN IN FIELD	680
01/18/2011	09:44 AM - 10:46 AM	1.03				000201	LA CO. AZU OR COV OR CLAR	248 LA CO. AZU-COV-CLAREM	680
01/18/2011	10:46 AM - 11:18 AM	0.53				000201	LA CO. AZU OR COV OR CLAR	248 LA CO. AZU-COV-CLAREM	655
01/18/2011	11:18 AM - 03:25 PM	4.12	11.38			000201	LA CO. AZU OR COV OR CLAR	248 LA CO. AZU-COV-CLAREM	655
01/19/2011	04:01 AM - 01:10 PM	9.15				000201	LA CO. AZU OR COV OR CLAR	248 LA CO. AZU-COV-CLAREM	680
01/19/2011	01:10 PM - 01:37 PM	0.45				000201	SPECIALS OR SVC CALL JOBS	10217 Burrtec Azusa Yard	680
01/19/2011	01:37 PM - 02:26 PM	0.82	10.42			000201	LA CO. AZU OR COV OR CLAR	248 LA CO. AZU-COV-CLAREM	680
01/20/2011	04:02 AM - 04:52 PM	12.83	12.83			000201	LA CO. AZU OR COV OR CLAR	248 LA CO. AZU-COV-CLAREM	680
01/21/2011	02:29 AM - 12:48 PM	10.32	10.32			000201	LA CO. AZU OR COV OR CLAR	248 LA CO. AZU-COV-CLAREM	680
01/24/2011	03:59 AM - 11:56 AM	7.95	7.95			000201	LA CO. AZU OR COV OR CLAR	248 LA CO. AZU-COV-CLAREM	680
01/25/2011	04:00 AM - 01:00 PM	9.00	9.00			000201	LA CO. AZU OR COV OR CLAR	248 LA CO. AZU-COV-CLAREM	680
01/26/2011	04:02 AM - 09:16 AM	5.23				000201	LA CO. AZU OR COV OR CLAR	248 LA CO. AZU-COV-CLAREM	655
01/26/2011	09:16 AM - 02:22 PM	5.10	10.33			000201	LA CO. AZU OR COV OR CLAR	248 LA CO. AZU-COV-CLAREM	680
01/27/2011	04:01 AM - 03:35 PM	11.57	11.57			000201	LA CO. AZU OR COV OR CLAR	248 LA CO. AZU-COV-CLAREM	680
01/28/2011	02:29 AM - 12:12 PM	9.72	9.72			000201	LA CO. AZU OR COV OR CLAR	248 LA CO. AZU-COV-CLAREM	680
Total		93.51							

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 crate 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 Employees clock out for meal breaks 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 the information into a payroll program, transmit it over the Internet to a 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 into two separate payments, however, when dealing with employee who have worked on more than one prevailing wage job, we may separate information into two or more checks to overcome the program. Since we breakup the actual prevailing wage rate into its different parts, employee checks show the total number of regular and overtime hours, tax deductions and any other deductions that were taken out. 6.4 Withholdings for Federal Taxes, SDI, Medicare, State Taxes, any and all deductions, hours paid broken down into Regular, Overtime, Double-time, etc. 6.5 Please see attached.

CO.	FILE	DEPT.	CLOCK	VCHR. NO.	
2Q1	095003	000201	6109	0000050014	2

061-0001

Earnings Statement

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

Period Beginning: 01/17/2011
Period Ending: 01/30/2011
Pay Date: 02/04/2011

00000000014
[redacted]

Taxable Marital Status: Married
Exemptions/Allowances:
Federal: 4
CA: 4

Earnings	rate	hours	this period	year to date
Regular	19.0000	71.95	1,367.05	3,328.99
Overtime	28.5000	20.73	590.81	1,621.09
Double Time	38.0000	.83	31.54	59.66
Holiday				304.00
Vacation				1,216.00
Gross Pay			**$1,989.40**	6,529.74

Deductions	Statutory		
Federal Income Tax	-77.94		198.10
Social Security Tax	-67.64		226.52
Medicare Tax	-23.35		78.20
CA State Income Tax	-7.12		13.90
CA SUI/SDI Tax	-19.33		64.72
Other			
Checking 1	-1,037.06		
Dental 125	-80.75*		242.25
Health Kaiser	-298.02*		894.06
Loan Pensioncpr	-93.98		281.94
Loan Pnsn Cpr 2	-34.21		102.63
Loan 3	-250.00		501.00
Net Pay	**$0.00**		

*** Excluded from federal taxable wages**

Your federal taxable wages this period are $1,610.63

©2000 ADP, Inc

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

Advice number: 00000050014
Pay date: 02/04/2011

Deposited to the account of	account number	transit ABA	amount
[redacted]	[redacted]	xxxx xxxx	$1,037.06

THIS IS NOT A CHECK

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 double-time 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 generate from the timekeeping system showing the name of each employee and breaking down the total number of regular,overtime, and doubled 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 the rates preprogrammed, or a note of the rate amount to overwrite with. 8.2 Multiple wage rates usually have a different job code, so any regular, overtime, and double-time 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 rate unless the Job Number and Work Order 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. Double-time is calculated after 12 hours. 10.2 Multiple wage rates usually have a different job code, so any regular, overtime and double-time rates in those codes would be manually overridden.

DATED: March 3, 2011

PROPOSER'S SIGNATURE: _____

LIVING WAGE ORDINANCE

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

CleanStreet
Cleaning Your Environment

(800) 225-7316 x108
1937 W. 169th Street
Gardena, CA 90247

FORM PW-3

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

CleanStreet will NOT be using Subcontractors of any kind.	Street Sweeping 2011-PA002

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:		
City:	State:	Zip Code:
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

CleanStreet will NOT be using Subcontractors of any kind.	Street Sweeping 2011-PA002

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

	2006	2007	2008	2009	2010	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

CleanStreet will NOT be using Subcontractors of any kind.	Street Sweeping 2011-PA002

- ☐ 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 _____

FORM PW-7

CleanStreet will NOT be using Subcontractors of any kind.	Street Sweeping 2011-PA002

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

FORM PW-9

CleanStreet will NOT be using Subcontractors of any kind.	Street Sweeping 2011-PA002

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:

FORM PW-10

CleanStreet will NOT be using Subcontractors of any kind.	Street Sweeping 2011-PA002

☐ 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 PW-12

CleanStreet will NOT be using Subcontractors of any kind.	Street Sweeping 2011-PA002

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision or Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	( )	( )
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

Date

Name and Title (please type or print)

FORM LW-2

CleanStreet will NOT be using Subcontractors of any kind.	Street Sweeping 2011-PA002

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)

CleanStreet will NOT be using Subcontractors of any kind.	Street Sweeping 2011-PA002

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.

FORM LW-3

CleanStreet will NOT be using Subcontractors of any kind.	Street Sweeping 2011-PA002

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

CleanStreet will NOT be using Subcontractors of any kind.

Street Sweeping
2011-PA002

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

FORM LW-5

CleanStreet will NOT be using Subcontractors of any kind.	Street Sweeping 2011-PA002

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

CleanStreet will NOT be using Subcontractors of any kind.

Street Sweeping
2011-PA002

r 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?	

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
CleanStreet will NOT be using Subcontractors of any kind.	Street Sweeping 2011-PA002
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).**	

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
CleanStreet will NOT be using Subcontractors of any kind.	Street Sweeping 2011-PA002
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?	

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
CleanStreet will NOT be using Subcontractors of any kind.	Street Sweeping 2011-PA002
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).**	

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
CleanStreet will NOT be using Subcontractors of any kind.	Street Sweeping 2011-PA002
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?	

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
CleanStreet will NOT be using Subcontractors of any kind.	Street Sweeping 2011-PA002
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:_____

ADDITIONAL INFORMATION

There is no additional information we wish to present.

CleanStreet
Cleaning Your Environment

(800) 225-7316 x108
1937 W. 169th Street
Gardena, CA 90247

Award information has not been added at this time.

Bid Information

Bid Number : PW-ASD 801
Bid Title : NOTICE OF REQUEST FOR PROPOSALS FOR STREET SWEEPING SERVICES (2011-PA002)
Bid Type : Service
Department : Public Works
Commodity : STREET SWEEPING SERVICES
Open Date : 2/10/2011
Closing Date : 2/24/2011 9:00 AM
Notice of Intent to Award : View Detail
Bid Amount : N/A
Bid Download : Not Available
Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for the contracts for Street Sweeping Services (2011-PA002). The total annual contract amount of these services is estimated to be $500,000 for South Whittier; $220,000 for West Whittier; $470,000 for Valinda/Hacienda Heights; $310,000 for Azusa/Covina/Claremont; and $180,000 for Marina del Rey, et al., Road Division 233 and Road Division 433.

The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at http://dpw.lacounty.gov/asd/contracts or may be requested from Ms. Lorena Calderon at (626) 458-4169 or lcalderon@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT http://dpw.lacounty.gov/asd/contracts.

Each area will be awarded and evaluated independently. Proposers may submit a proposal for one or more locations. The proposal must specify the area(s) it's submitted for. The anticipated start date for Azusa/Covina/Claremont is January 2012; the anticipated start date for the other four areas is July 2011.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document including, but not limited to, the Proposer or its managing employee must have a minimum of five years of experience performing street sweeping services.

A Proposers' Conference will be held Thursday, February 24, 2011, at 9 a.m.
at Public Works Headquarters, 900 South Fremont Avenue, Alhambra,
California 91803, in Conference Room B. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE IS MANDATORY.
Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation by Wednesday, March 2, 2011, at 5:30 p.m. After this date, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Thursday, March 10, 2011, at 5:30 p.m. Please direct your questions to Ms. Calderon at the number listed on the previous page.

Contact Name : Lorena Calderon
Contact Phone# : (626) 458-4169
Contact Email : lcalderon@dpw.lacounty.gov
Last Changed On : 2/10/2011 8:36:13 AM

Back to Last Window

Back to Award Main